



CITY OF CAMARILLO
PROFESSIONAL SERVICES AGREEMENT

With

WKE, INC.

For

***SD-5052, CAMARILLO HILLS DRAIN REPLACEMENT
AT VENTURA BOULEVARD***

DESIGN SERVICES

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PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of March 10, 2021 ("**Effective Date**"), and is between the City of Camarillo, a California municipal corporation and general law city ("**City**") and WKE, 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 a period commencing on the Effective Date and will terminate upon the completion of Consultant's services.

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 subcontractors 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 on the basis of the hourly rates and fees as 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
City of Camarillo, CA 93011
Attention: Ken Matsuoka
(Tel.) (805) 388-5340
(Fax) (805) 388-5387
E-Mail kmatsuoka@cityofcamarillo.org

To Consultant: WKE, Inc.
1851 E. First Street, Suite 1400
Santa Ana, CA 92705
Attention: Dan Weddell
(Tel.) (714) 953-2665
(Fax) (714) 953-5408
E-mail dweddell@wke-inc.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.

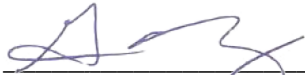
Section 22. General Provisions.

- 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 facsimile or other 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:

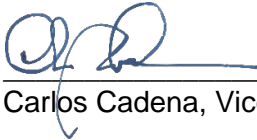


Jeffrie Madland, City Clerk



Brian A. Pierik, City Attorney

WKE, INC. a California corporation



Carlos Cadena, Vice President



Daniel Weddell, Vice President

Camarillo Business Tax Certificated No. 033130 / Expiration Date 8/31/2021

EXHIBIT A

SCOPE OF SERVICES

[Attached]

EXHIBIT A

ENGINEERING PROPOSAL

FOR

Las Posas Rd & Ventura Blvd Bridge over
Camarillo Hills Drain

FOR

City of Camarillo



Proposal Prepared by

WKE, Inc.

1851 E. First Street, Suite 1400
Santa Ana, CA 92705

Tel:(714) 953-1020

Fax (714)953-5408

February 17, 2021

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PROJECT UNDERSTANDING

The Camarillo Hills Drain Box Culvert crosses diagonally under the intersection of Las Posas Road and Ventura Blvd. The single box spans 38 feet, which qualifies as a bridge and is assigned bridge number 52C0086.

The newer 1995 box culvert is deteriorating due to Alkali-Silica Reaction (ASR) within the concrete. The city has performed field testing and analysis of the original 1975 box culvert concrete to determine if it too suffers from ASR degradation. The city of Camarillo wishes to replace the newer box culvert as the preferred rehabilitation option, eliminating the ASR issue. A Scoping report was prepared with three replacement alternatives, including Cut and cover on the same alignment, cut and cover on a new alignment, and jack and bore. The City has selected the cut and cover on the existing alignment as the preferred alternative to move to the design phase.

The City is pursuing federal grant funds and therefore the following scope, cost and schedule herein are based on the assumption the project will conform with federal requirements.

SCOPE OF WORK

The scope of work presented herein is to complete the Project Approval/Environmental Document (PA/ED) and PS&E phase of the replacement of the Camarillo Hills Drain Box Culvert under La Posas Rd and Ventura Blvd. The PA/ED work will be based on Alternative 1 of the Scoping Study dated July 2020, preliminary engineering in support of environmental documentation, preparation of the appropriate CEQA and NEPA environmental documents, and regulatory clearances. The length of the box culvert categorizes the structure as a bridge, and thus may be eligible for Federal HBP funding.

Once the project scope has been defined and environmental clearance has been approved, the PS&E phase will be implemented, which includes development of the construction documents to implement the project, utility relocation coordination, and ROW Acquisition services. For the purposes of the scope below and attached fee estimate, the PS&E is based on a cast in place RCB on the same alignment with a new box length of 495 feet long. The box would be built in two stages to minimize traffic closures. It is understood that if a different preferred alternative or structure type is chosen during the PAED phase, the scope and fee will be revised.

WKE and its subconsultants herein referred to as "Consultant" will provide all the necessary activities and deliverables for preparing the project scoping, environmental clearance, and construction documents described below. Design support services during construction are not included in this proposal. A separate proposal can be provided at the City's request.

TASK 0 – PROJECT MANAGEMENT

Task 0.1 Administration and Management (WKE)

Consultants: WKE, GPA

Project Management and Administration

Consultant will supervise, coordinate, monitor and review design for conformance with the City, Caltrans, and other local agency standards, policies and procedures.

Consultant will coordinate with City, Caltrans and other appropriate agencies to facilitate project delivery. Management support will be provided to facilitate resolution of project design scope and scheduling.

Consultant will prepare an action item matrix, document all project decisions, and distribute correspondences, meeting minutes, and other communication copies to all Project Team members as appropriate.

Monthly Project Status Reports

Consultant will develop a Monthly Project Status Report that summarizes significant events, progress to date, anticipated problem areas, schedule, upcoming significant events, and utility/Agency coordination.

Deliverables: Project Management/Project Coordination Services, Project Schedule, Monthly Project Status Report, Other Project Documentation as Appropriate

Task 0.2 Project Team Meetings

Consultants: All

Consultant will meet with City staff, Caltrans, and other participating agencies to discuss work progress, schedule and related issues in order to exchange information, discuss and resolve issues and to maintain progress of the project. The fee has been established based on Six (6) meetings at the City offices, two (2) Field Meetings, two (2) meetings at Caltrans District 7 offices, and twelve (12) conference calls. Consultant will prepare meeting minutes with an action item matrix and agenda and distribute to the City, and other attendees or organizations, as required.

Task 0.3 Establish Quality Control/Quality Assurance Program

Consultants: WKE

Consultant will follow the QA/QC policy delineated in the Project Management Plan section of the proposal.

TASK 1 SCOPING STUDY

Completed under previous contract.

TASK 2 PROJECT APPROVAL/ENVIRONMENTAL DOCUMENT

Consultants: WKE, GPA

In the Project Approval/Environmental Document phase, the project's purpose and need and corresponding alternatives will be developed, and the environmental document will be prepared and approved. The project will be a locally sponsored project, and the City of Camarillo (City) will be responsible for the design and construction of the project. The City will be the lead agency for the California Environmental Quality Act (CEQA) approvals. It is further assumed that the project will be federally funded by the Highway Bridge Program (HBP). The California Department of Transportation (Caltrans) will be the lead agency for the National Environmental Protection Act (NEPA) approvals as assigned by the Federal Highway Administration (FHWA) under 23 USC 326 Memorandum of Understanding, which was renewed on April 18, 2019, and expires on April 18, 2022. The expected CEQA environmental document for the project is an Initial Study with a Mitigated Negative Declaration (IS/MND). The expected NEPA environmental document for the project is a categorical exclusion (CE).

Task 2.1: Project Initiation Document

Task 2.1.1: Preliminary Environment Study

At project initiation, CONSULTANT will attend the project kick-off meeting and will work closely with the City to define a complete and detailed project description and delineate a project study area that will meet the needs of technical analyses. Due to current social distance guidelines, it is assumed that this meeting will be a virtual teleconference. The project description will identify the project purpose and need, project objectives, project components, project location, and timing of the project. We will perform a review of available information to ensure that all pertinent information related to the existing site is considered.

We will conduct a site visit to meet the City's responsibility regarding the Caltrans Field Review. We will then work with the City to produce an environmental study limits (ESL) map that will encompass both the temporary construction area and permanent project footprint for the build alternatives. Once all of the necessary information is gathered and reviewed, we will prepare a Preliminary Environmental Study (PES) Form and coordinate the review and approval with Caltrans.

It is anticipated that the PES Form will identify the need for the following technical studies:

- Area of Potential Effects Map, Archaeological Survey Report, and Historic Property Survey Report
- Natural Environmental Study
- Jurisdictional Delineation
- Location Hydraulic Study/Summary Floodplain Evaluation Report (which are engineering documents)
- Water Quality Assessment Report
- Phase I Initial Site Assessment

Deliverables: One (1) electronic copy of the Project Description, ESL Map, and PES.

Key Assumptions: The project will require a PES leading to a NEPA Categorical Exclusion (CE) with the technical studies identified above. If the project description changes, or if currently unknown circumstances arise in a manner that would result in greater environmental impacts, the environmental scope will be revised. If Caltrans identifies the need for additional technical studies to support a NEPA CE, a separate scope and cost for the technical studies will be prepared.

Task 2.2: Technical Studies**Task 2.2.1: Archaeological Survey Report**Area of Potential Effects (APE) Map

CONSULTANT will draft an APE map for the project. Both a horizontal and vertical APE map will be defined for the project and presented on a scaled map of the area, with individual structures shown within the area. The Area of Direct Impact will also be illustrated on the APE map. The APE maps must be approved and signed by Caltrans prior to conducting cultural resources investigations. We will assist the City in coordinating with Caltrans in obtaining an approved APE map of the area.

Cultural Resources Records Search and Sacred Lands File Search

A cultural records/literature search will be conducted at the South Central Coastal Information Center (SCCIC) at the California State University, Fullerton for a 0.5-mile search radius around the Project area. The records search will identify known cultural resources and previous investigations situated within the Project area and a surrounding records search area. In addition to known resources, the Built Environment Resource Directory (BERD) will be reviewed to identify properties listed on or determined eligible for listing on the National Register of Historic Places (NRHP) and the California Register of Historical Resources (CRHR).

Field Survey

Upon Caltrans approval of the APE map, a pedestrian archaeological survey of all undeveloped portions of the APE will be conducted. Prior to conducting the field survey, our safety officer will develop a Project-specific Health and Safety Plan (HASP). Any identified archaeological resources will be mapped and documented in detail. Sufficient information will be collected to prepare a California Department of Parks and Recreation (DPR) 523 site record form for each identified archaeological resource.

For purposes of costing, it is assumed that no archaeological sites will be encountered in the Project area. The survey will be completed by one archaeologist in one 8-hour day.

Archaeological Survey Report (ArSR)

The ArSR will be prepared to document the methods and results of the records search and field survey. DPR 523 records, if any, will be included in a confidential appendix. The ArSR will be prepared in compliance with Caltrans' Standard Environmental Reference (SER) Volume 2 –Cultural Resources.

Deliverables: One (1) electronic copy and one (1) hard copy of the APE map for Caltrans approval. The ArSR will be incorporated into the Historic Property Survey Report (HPSR) document, and, as such, will be included in the HPSR deliverables.

Key Assumptions: CONSULTANT will complete up to two revisions of the proposed APE map based on Caltrans comments. If additional map revisions are required, additional budget may be required. SCCIC fees for the archaeological records search are assumed to be less than \$1,600. The cultural resources survey will be completed by one archaeologist in one 8-hour day, including travel. Scope assumes no significant archaeological sites will be encountered in the Project area.

Task 2.2.2: Native American Consultation

Upon request, CONSULTANT will assist the City and/or Caltrans with Native American consultation under Assembly Bill (AB) 52 and Section 106 of the National Historic Preservation Act to identify tribal cultural resources and/or sensitive Native American resources. To start the process, CONSULTANT will request a search of the Sacred Lands File (SLF) from the Native American Heritage Commission in Sacramento to identify known Native American resources within or near the Project area. In addition, a list of Native American groups and organizations who should be consulted about the project will be requested.

Consultation letters and maps will be drafted and submitted to the City and Caltrans for review. The approved letters will be printed on agency letterhead and the agency-signed letters will be mailed via certified, return-receipt mail. Up to two (2) follow-up phone calls will be made to each tribal contact. CONSULTANT will inform the City and Caltrans of all responses as they are received and will assist the agencies with additional consultation efforts, including attendance at up to two (2) tribal consultation meetings, to be held via conference or video calls. Meeting minutes will be prepared. The methods and results of the Native American consultation support will be documented in a letter report with a consultation log, copies of correspondence, and meeting minutes included as attachments to the report.

Deliverables: One (1) electronic copy of Native American Consultation Letter Report with consultation logs, copies of correspondence, and meeting minutes. The letter report will be incorporated into the HPSR document, and, as such, will be included in the HPSR deliverables.

Key Assumptions: Up to eight (8) Native American tribes will be consulted.

Task 2.2.3: Historic Property Survey Report (HPSR)

CONSULTANT will prepare the HPSR form for the proposed project. The HPSR form will include the APE map and the ArSR as attachments. We will conduct research through local repositories for historic built environment records. This will include a review of the records obtained by the CONSULTANT from the South Central Coastal Information Center (SCCIC), located at California State University, Fullerton. We will identify potentially interested parties to solicit information regarding known or potential historic properties in the project area. We will coordinate with Caltrans to consult with potentially interested parties as required by Section 106.

CONSULTANT will conduct a field survey of the historic built environment within the APE. Built resources over 45 years of age will be observed and photographed from the public right of way. We will then prepare a HPSR form, per Caltrans specifications.

Deliverables: One (1) electronic copy and one (1) hard copy of the HPSR form and attachments, including, but not limited to, the APE map and ArSR.

Key Assumptions: CONSULTANT will complete up to two revisions of the HPSR form based on City/Caltrans comments. If additional map revisions are required, additional budget may be required. It is assumed that the research and field survey will not identify any built environment resources requiring evaluation to determine if they are a historic property for Section 106 or a historical resource for CEQA. If properties requiring evaluation are encountered, a Historic Resources Evaluation Report (HRER) will be required. We will prepare this report under a separate scope and budget.

Task 2.2.4: Paleontological Resources Memorandum

Paleontological Resources Records Search and Map Review

CONSULTANT will conduct an analysis of existing data of the Project area, which will include reviewing geologic maps, published and unpublished literature, online fossil databases, and the results of a museum records search, which will be conducted at the Natural History Museum of Los Angeles County (NHMLA). CONSULTANT will map the Project area onto the highest resolution geologic maps available with a 0.5-mile buffer. The paleontological records search will be used to determine if previous fossil localities are known within or near the proposed Project area within a 1-mile buffer. The results will be documented in a paleontological memorandum report.

Paleontological Survey

An initial review of geologic mapping indicates that the Project area is underlain by low paleontological sensitivity Holocene-age deposits at the surface. Therefore, a paleontological survey is not recommended, nor included in this current scope of work.

Paleontological Memo Report

A paleontological memorandum will be prepared to document the methods and results of the records searches and geologic map review. The letter report will describe known paleontological resources within and near the Project area. The report will provide recommendations for any additional work, as appropriate. The potential for the Project area to contain buried paleontological resources will also be assessed. It is assumed that no more than two rounds of consolidated comments will be addressed.

Deliverables: One (1) electronic copy and one (1) hard copy of the Paleontological Memorandum.

Key Assumptions: Based on prior record searches of the area, it is assumed that the search for paleontological resources will result in negative findings. An expedited paleontological records search will not be required, and the fees for the NHMLA paleontological records search will not exceed \$290. A paleontological survey will not be required.

Task 2.2.5: Natural Environment Study

CONSULTANT will prepare a Natural Environment Study (NES) to describe the existing biological resources on the project site, identify potential project impacts, and develop appropriate impact avoidance, minimization, and mitigation measures.

Background Research and Delineation of Biological Study Area (BSA)

CONSULTANT will review available data on biological resources recorded on and within the vicinity of the project area, including all plant and animal species with the potential to occur in the project site. This review will include conducting searches in databases such as the

California Natural Diversity Database (CNDDB) and the National Wetlands Inventory (NWI). Additionally, a list of protected species with the potential to be present on the project site will be requested from the U.S. Fish and Wildlife Service (USFWS). Existing studies completed near the project site will also be referenced, including applicable planning documents. We will utilize the background data and project design plans to delineate the Biological Study Area (BSA), which will be used as the boundary for field surveys and project analysis.

Site Investigations

CONSULTANT will survey the entire BSA for potential wildlife and aquatic species, their signs, and/or potential habitat. We will inventory all botanical, aquatic, and wildlife resources observed in the BSA. Our biologists will systematically survey the entire BSA to identify and record existing vegetation communities in the area. Botanical surveys will be conducted during the blooming period for special-status plants with potential to occur on the project site. We will complete focused surveys as needed to determine presence or absence of threatened and endangered species.

NES Documentation

Following completion of background research and site investigations, CONSULTANT will summarize the results of these studies in an NES report. The NES will include a discussion of the existing biological resources in the BSA, potential project impacts on those resources, and proposed avoidance, minimization, and mitigation measures that would be incorporated into the project description to minimize impacts. The NES discussion will also include any completed or future protected species consultations that may be required with resource agencies to obtain project approvals and

environmental permits. We will submit the draft NES and will coordinate with the City and Caltrans as needed for review and approval of the report.

Deliverables: One (1) electronic copy and one (1) hard copy of the NES.

Key Assumptions: CONSULTANT will complete up to two revisions of the NES. A complete project description and 35 percent plans will be provided prior to initiating the biological studies.

Task 2.2.6: Jurisdictional Delineation Report

The project will involve both temporary and permanent impacts on the Santa Paula Creek channel under the bridge. Areas within the ordinary high-water mark (OHWM) are under jurisdiction of the U.S. Army Corps of Engineers (USACE), and areas to the upper bank are under the jurisdiction of the California Department of Fish and Wildlife (CDFW). The Regional Water Quality Control Board (RWQCB) typically takes jurisdiction over the same areas as the USACE, with regard to navigable waters of the U.S. The area and extent of wetlands and other waters under the jurisdiction of the USACE, RWQCB, and CDFW will therefore need to be delineated to assist in determining potential project impacts to these wetlands and waters.

Field Delineation

CONSULTANT will delineate jurisdictional wetlands, waters of the U.S., and waters of the State, as defined by USACE, State Water Resources Control Board, and CDFW. To identify the boundaries of the waters of the U.S., the OHWM will be identified for the Camarillo Hills Drain using USACE's 2008 Field Guide to the Identification of the OHWM in the Arid West Region of the Western United States. The presence or absence of wetlands in the BSA will be verified through an analysis of hydrologic conditions, hydrophytic vegetation, and hydric soils pursuant to the USACE's 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region and its 1987 Corps of Engineers Wetlands Manual.

Mapping and Reporting

CONSULTANT will map the spatial limits of all wetlands and/or other waters of the U.S. and state according to USACE minimum mapping standards. CONSULTANT will summarize existing site conditions on waters of the U.S. and waters of the state in a Jurisdictional Delineation Report. The report will summarize the location of wetlands and other waters under jurisdiction of the USACE, RWQCB, and CDFW within and immediately adjacent to the project area. The report will be used to assist the design team in avoiding impacts on jurisdictional areas and to support the applications for regulatory permit authorizations. CONSULTANT will submit the draft report and will coordinate with the City as needed for review and approval of the report.

Deliverables: One (1) electronic copy and one (1) hard copy of the Jurisdictional Delineation Report.

Key Assumptions: CONSULTANT will complete up to two revisions of the Jurisdictional Delineation. Field surveys will be conducted at the same time as the field surveys for the NES.

Task 2.2.8: Water Quality Assessment Report

CONSULTANT will prepare a Water Quality Assessment Report (WQAR) for the project. Background information for the project vicinity, including other studies completed, will be reviewed. We will utilize the information prepared in the Location Hydraulic Study and Storm Water Quality report for supporting data, if available. We will identify and describe existing waterways and watersheds, identify specific water quality concerns in the area, evaluate the potential for project impacts, and identify appropriate measures to minimize these impacts. It is assumed that the entire scope of the WQAR template will not be necessary for this project and only relevant sections will be included in the report.

Construction-related impacts and long-term impacts to water quality will be qualitatively evaluated, and both direct and cumulative impacts related to the project will be described. The WQAR will address regulatory compliance, including conformance with the Caltrans Statewide National Pollutant Discharge Elimination System (NPDES), and identify applicable best management practices included in the project design. If mitigation is required for the project, mitigation measures will be outlined in the WQAR.

Deliverables: One (1) electronic copy and one (1) hard copy of the WQAR.

Key Assumptions: Location Hydraulic Study will be provided prior to initiating the WQAR.

Task 2.2.9: Initial Site Assessment

CONSULTANT will prepare a Phase I Initial Site Assessment (ISA) for the project. CONSULTANT will perform research to estimate the existing potential for impacts to the project Site (i.e., levels of hazardous materials/wastes warranting regulatory cleanup action) from the presence of hazardous materials/wastes on, or within, the vicinity of the Site. For the purposes of this ISA, the “vicinity” of the Site is defined as properties located within ¼-mile of the Site. The guidelines used for the definition of hazardous materials/wastes are presented in the California Code of Regulations, Title 22. The ISA will be performed in general accordance with American Society for Testing and Materials (ASTM) Designation E1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

Deliverables: One (1) electronic copy and one (1) hard copy of the Phase I ISA.

Key Assumptions: One day will be sufficient for site visit. Provision of water well information other than location and identification is not included.

Task 2.3: CEQA Initial Study/Mitigated Negative Declaration (IS/MND)

Administrative Draft IS/MND

Following completion of the appropriate technical analysis, CONSULTANT will reference the results of these studies, as well as other background research, and prepare an Administrative Draft IS in accordance with the CEQA (Public Resources Code Sections 21000-21189), State CEQA Guidelines (14 CCR Sections 15000-15287), and the City’s CEQA Guidelines (approved May 2020). The document will be prepared in accordance with the City’s CEQA Environmental Checklist, and will include all of the required sections for an IS. If potentially significant impacts are identified during the preparation of the Administrative IS, CONSULTANT will identify appropriate mitigation measures to reduce impacts to a less than significant level, which would form the basis for a MND. CONSULTANT will then submit the Administrative Draft IS/MND to the City for review and will coordinate, as needed, for review and approval of the document.

Draft IS/MND

After approval of Administrative Draft IS/MND, CONSULTANT will finalize the revisions and prepare the Draft IS/MND for public circulation. CONSULTANT will prepare the Notice of Completion (NOC), Notice of Intent to Adopt a Mitigated Negative Declaration (NOI), and coordinate with the City for any final reviews and approval. CONSULTANT will produce copies of the Draft IS/MND and distribute the document to the appropriate agencies and public for review and comment. It is assumed that the City will post the notice and place notices in local newspapers. It is further assumed that the City will file the NOC with the State Clearinghouse via CEQAnet, and the CONSULTANT will file the NOI with the Ventura County Clerk on behalf of the City. CONSULTANT will maintain a file of any comments received during the circulation period, for use in preparing the final document.

Final IS/MND

Following circulation of the Draft IS/MND, CONSULTANT will coordinate with the City to prepare responses for up to five public comments received and incorporate the responses and any required revisions into the document. CONSULTANT will then prepare a Final MND and submit it to the City for review. CONSULTANT will coordinate as needed to make further revisions and obtain approval to finalize the document. CONSULTANT will also prepare the Notice of Determination (NOD), to be filed with the Ventura County Clerk within five days of project approval. If the City approves the project concurrently with the CEQA document, CONSULTANT will also file the NOD with the Ventura County Clerk.

Deliverables: Up to one (1) electronic copy of the Administrative Draft IS/MND; one (1) electronic copy of the Draft IS/MND, NOC, and NOI; four (4) hard copies of the Draft IS/MND; one (1) electronic copy of the Final MND and NOD.

Key Assumptions: The project would not result in significant impacts under the City's CEQA thresholds and all potential significant impacts can be mitigated. The project would not induce vehicle travel and would not require vehicle miles traveled analysis under SB 743. The City will post notices and place notices in local newspapers and

Task 2.4: NEPA Categorical Exclusion (CE)

Caltrans has assumed FHWA's responsibilities for determining whether local assistance projects qualify for a NEPA CE in California under Section 6004 of SAFETEA-LU. Following completion of the appropriate technical analysis and the IS/MND, the CONSULTANT will prepare a NEPA CE checklist and CE form to be submitted to Caltrans. CONSULTANT anticipates the project would be categorically excluded under 23 Code of Federal Regulations (CFR) 771.117 (c) 28.

Deliverables: CE Checklist and CE form

Key Assumptions: Caltrans will determine that the project is a CE, and the project meets the constraints of 23 CFR 771.117 (e).

TASK 3- PREPARE FINAL DESIGN PLANS, SPECIFICATIONS AND ESTIMATES

The following scope is based on the design of a replace in kind CIP RCB on the existing alignment.

3.1 Preliminary 30% PS&E Submittal**3.1.1 Data Collection**

CONSULTANT will obtain as-built information from the City, County, utility companies and other agencies to obtain the following:

1. Street Plans, Layouts, Details, Landscaping, Signals
2. Environmental resources inventory and issues (to be provided in the PES)
3. Utility as-builts
4. Hydraulic Data

3.1.2 Preliminary Road Plans

Consultants: WKE

Draft Roadway Plans will be developed based on the preferred alternative selected in the Environmental Documents. The traffic staging concepts will be updated and refined. A Layout Sheet will be developed showing the extent of reconstruction work required for traffic staging concept and construction of the box culvert excavation.

Deliverables: Layout, Stage Construction Layouts

Key Assumptions: Concepts from Scoping study used as a basis for design.

3.1.3 Hydraulic Report

Consultants: Kasraie

During the Project Approval and Environmental Document (PAED) phase of the project, detailed hydraulic analyses will be performed for Camarillo Hills Drain to confirm the final box culvert(s) size, geometry, alignment, and profile. Existing data is available from the upstream study previously completed by the City.

Analysis for 50-year and 100-year condition hydrology with WSPG and HEC-RAS models for validation purposes and to establish proper downstream tie-in will be conducted for the selected box culvert(s) geometry and alignment, including the existing soft-bottom rock riprap channel along the airport to about 500' downstream of Las Posas. We will conduct a Freeboard analysis using VCWPD procedures for the final culvert design, 50-year and 100-year.

Because the channel improvements extend farther downstream, the existing soft-bottom/rock-lined trapezoidal channel at the new outfall will need to be regraded. The outlet of the proposed RCB will need to be protected in place. Energy dissipation will be required to ensure the flow velocities under the proposed condition do not exceed the flow velocities under the existing condition.

Therefore, additional local scour and shear stress analysis may be performed to ensure the invert cutoff wall is deep enough to protect the RCB. CONSULTANT will coordinate with VCWPD to develop a satisfactory design for a combination of energy dissipation and cut-off wall.

CONSULTANT will prepare a Draft Technical Drainage Report. The report will be circulated to the City and VCWPD for review and comments. The comments will be addressed, and a Final Technical Drainage Report will be submitted.

Deliverables: Three (3) copies of the Draft and Final Technical Drainage

Report Key Assumptions: FEMA CLOMR/LOMR Application process is not included in the above scope of work; Future box under US-101 is not considered in this analysis.

3.1.4 Geotechnical Field Work and Draft Foundation Report

Consultants: Earth Mechanics

Geotechnical Field Investigation. CONSULTANT will drill five exploratory boreholes (30 to 50 feet deep), using a truck-mounted drill rig equipped with 8-inch diameter hollow-stem augers, for the purpose of collecting subsurface soil samples and logging subsurface conditions. Bulk soil samples from the ground surface and small disturbed and small relatively undisturbed samples of deeper soils will be collected for laboratory testing. Small disturbed and relatively undisturbed soil samples will be collected using the Standard Penetration Test (SPT) split-spoon sampler and the Modified California Drive (MCD) sampler, respectively. Lane closure and traffic control will be required to complete three of the five boreholes. Because of the locations of the three boreholes (requiring traffic control) and the limited lane closure time window, only one borehole per day is expected to be accomplished. Spoils generated from the borehole excavations will be mixed with cement and water and used to backfill the boreholes. Spoils generated from the boreholes will not be stored in drums, tested for contaminants, or disposed of off-site by CONSULTANT. Borehole locations and ground surface elevations at those locations will be surveyed (if necessary).

Geotechnical Laboratory Testing. Various laboratory tests will be performed on soil samples to determine or derive their physical and engineering characteristics. The following laboratory tests are anticipated for the project: in-place moisture content and density; maximum density and optimum moisture; grain size distribution; Sand Equivalent direct shear; unconsolidated-undrained triaxial test, and, soil corrosivity.

Geotechnical Engineering Analyses. CONSULTANT will evaluate the subsurface soils/conditions and review the project plans. EMI will evaluate seismicity using current Caltrans methodology and assess soil liquefaction potential and seismically-induced settlement. The following information will be provided to support the design of the RCB culvert: active and at-rest earth pressures for native and select backfill; allowable bearing pressure of the RCB; allowable passive soil resistance and frictional coefficient; existing groundwater elevation; soil corrosivity including sulfate and chloride concentrations with recommendations of concrete type and water/cement ratios to resist chemical attack; and, recommendations for excavation, backfill, and subdrainage.

Report Preparation. We will prepare a draft letter report summarizing the results of the field investigation, laboratory soil tests, and geotechnical analyses. The borehole logs will be presented on 8.5" x 11" pages. Four copies of the draft letter report will be provided to City for review and distribution. After responding to review comments on the draft report, we will prepare a final letter report and provide four hard copies to City for distribution.

Deliverables: Draft Foundation Report, Final Foundation Report (4 copies each) Key Assumptions:

- *Work on the street (including lane closures) is limited to the hours between 8:30 am and 3:30 pm. Otherwise, geotechnical field work is allowed between 7:00 am and 7:00 pm on weekdays. One (1) nighttime boring is assumed.*
- *If hazardous materials are encountered during the geotechnical field investigation, EMI will terminate our work and notify City. Field investigation is based on uncontaminated in-situ soils.*
- *Encroachment permit will be obtained from the City of Camarillo. Any other permits, if*

required, will be obtained by others. Permit fees are not included.

- *Environmental clearance for accomplishing the field investigation will be obtained by others. Archaeological, cultural, and biological reviews or studies, if required, will be performed by others.*
- *Borehole excavations will be backfilled with cuttings (from the excavations) mixed with cement and water.*
- *Asphalt concrete cold patch or quick-set Portland cement concrete will be used to replace paving that is removed at the borehole locations.*
- *The geotechnical report will not be reviewed by Caltrans or other regulatory agencies.*

3.1.5 Type Selection Memo

Consultants: WKE

The WKE Team will update the box general plans to reflect all the geometric, utility, foundation and staging changes. All of the information for this task will be obtained from the approved environmental documents and the approved geometric base plan. The general plan will follow Caltrans OSFP I&P Guide Section 4-2 "Structure Type Selection". Bridge General Plans will be based on the plans developed for the feasibility study. Structure design will be prepared in English units. Design will follow the AASHTO LRFD Bridge Design Specification, modified by Caltrans. Consideration will include special loading since Las Posas Rd is on STRAHNET and NHS. Cost estimates will include the additional cost associated with the use of special falsework, alternative construction details, or structure types.

CONSULTANT will evaluate two box configurations, a single box matching the existing inside geometry, and a double box matching the upstream configuration. Cast-in-Place will be assumed for both options to meet the traffic staging requirements. Consultant will include a comparison of the two alternatives and give a recommendation.

COSULTANT will submit the Type Selection Memo to the City for their review and approval. Approval of the type selection would signify the approval of the bridge design concept, and to continue toward the final PS&E phase of the bridge design effort.

CONSULTANT Deliverables:

- *Bridge General Plans*
- *Bridge Type Selection Memo*
- *GP Estimates*

3.2 UNCHECKED DETAILS PS&E (60 Percent) SUBMITTAL

3.2.1.1 - 3.2.1.3 Draft Roadway Design Plans

Consultants: WKE

CONSULTANT will incorporate all reviewing agency comments into the roadway plans and estimates. The roadway plans will be refined and developed into final construction plans.

Deliverables:

- *Title Sheet*
- *Layout Plans*
- *Typical Cross Sections*
- *Construction Details*
- *Pavement Delineation Plans & Details*
- *Contour Grading*

3.2.1.4 Water Pollution Control Plans**Consultants:** WKE

Minimal new impervious areas will be added as part of the project. It is assumed that permanent BMPS or Low Impact Development (LID) Strategies are not required. Standard Construction BMPS will be implemented.

Deliverables:

- *Erosion Control Plans and Details*

3.2.1.5 Construction Staging/Detour Plans**Consultants:** WKE

Stage Construction plans will be prepared at 1"=40' scale shall show existing roadbeds, construction to be performed in the stage shown, traffic direction, number of lanes, and barriers. Temporary signing, striping and traffic safety features will also be shown.

Construction detour routes are not anticipated at this time, therefore traffic handling and detour plans are not anticipated for this project.

Prepare "no scale" line drawing plan depicting construction area signs required for the duration of construction of the project.

Deliverables:

- *Stage Construction Plans*
- *Construction Area Signs*

Key Assumptions: The basis of design assumes that no detour will be needed, with two stages needed for box culvert construction per the scoping study.

3.2.1.6 Drainage Plans**Consultants:** WKE

CONSULTANT will prepare surface drainage report determine the existing drainage inlet flow demands. CONSULTANT will prepare drainage plans, profiles, connecting existing drainage inlets to the new box culvert based on the drainage report.

Deliverables:

- *Drainage Report*
- *Drainage Plans, Profiles, Details, and Quantities*

3.2.1.7 Sewer Utility Relocation**Consultants:** Kennedy Jenks

An 18" force main sewer is attached to the downstream portal opening of the box. This line will need to be relocated prior to stage 1 demolition. CONSULTANT will prepare and submit one set of full size (bond) and one set of half size 60% design plans. Plans will be prepared utilizing AutoCAD Civil 3D 2018 format on City of Camarillo standard title block. We anticipate the drawings for the Sewer utility relocation will include the following sheets:

Sheet Title	No. of Sheets
Abbreviations, Symbols, and General Notes	1
Sewer Key Maps and Construction Notes	1
18" PS # 5 Force Main Relocation P&P	1
Force Main Connection Details	1
Miscellaneous Sewer Details	2

Detail sheet will include requirements for encasement of the City's 18" Sewer beneath the new RC Box Channel.

We will prepare technical specifications (Divisions 1 through 15), to supplement the City's Standard Specifications. We will also prepare the utility relocation components of the bid schedule. One electronic copy and one unbound set of the technical specifications and bid schedule will be submitted to WKE for reproduction and distribution.

We will also prepare an Engineer's Estimate, or Opinion of Probable Construction Cost (OPCC).

Deliverables: Sewer Relocation Plans

Key Assumptions: Sewer will be relocated on a different alignment under the new box extension.

Temporary sewer is not expected.

3.2.1.8 Utility Relocation

Consultants: WKE

CONSULTANT will coordinate and work closely with the City and utility companies to determine the need to relocate impacted lines. CONSULTANT will perform potholing of existing utilities, and prepare and distribute utility conflict maps to affected utilities. Utility pothole location will be provided for the sewer and gas line to be relocated with an anticipated 4 maximum potholes.

An 8" gas line is attached to the downstream portal opening of the box. This line will need to be relocated prior to stage 1 demolition. CONSULTANT will be responsible for coordinating the relocation with the owner. A sewer, fiber optic communication line, and two and waterlines cross under the existing box structure. These are not anticipated to require relocation.

Deliverables:

- *Utility Research, Investigation and Conflict Maps*
- *Utility Base Map*
- *Utility Pothole Coordination and Location Map*
- *Utility Meetings and Notes*
- *Utility Service Coordination*
- *Utility Relocation Plan Reviews*

3.2.1.9 Landscape Plans

Consultants: Tatsumi

One existing planted median island, and the outlet mall planting will be impacted by the construction staging. Additionally, landscaping along west side of Las Posas south of Ventura Blvd will be installed to match the south side of Ventura Posas. CONSULTANT will prepare landscape and irrigation plans showing the replacement work and new work up to 50 feet south of the box culvert.

Deliverables: Planting and Irrigation Plans

Key Assumptions: Existing median irrigation plans are available

3.2.1.10 Signal and Lighting Plans

Consultants: LIN Consulting

Traffic Signals -Traffic signal plans, specifications and estimates will be prepared for the intersection of Ventura Boulevard and Las Posas Road in the City of Camarillo. Temporary traffic signal plans will be prepared based the Scoping Study concept that depicts two stages of construction.

The permanent and temporary traffic signal plans will be prepared in a scale of 1"=20' in AutoCAD. The plans will include at least, but not limited to, the required traffic signal equipment, conduits, wires, cables, loops, pull boxes, service equipment, controller equipment, enclosures, electrical feed, luminaires, mast arm signs, and as well as the necessary construction notes, schedules, phasing diagram, and details. Examples of relevant details include diagram of pole locations and blow-up details, if needed. The temporary traffic signal plans will depict the necessary temporary equipment, which may include at least, but not limited to, relocation of existing signal equipment to allow for construction and to ensure that signal indications are aligned with the lanes, pedestrian signal heads and push buttons to maintain ADA requirements during construction, temporary inductive or video detection, and overhead span wires details.

Replacement of any existing signal interconnect system will also be depicted on the traffic signal plans.

Street Lighting - The proposed alignment of the concrete box alignment will impact the existing street lighting system. The box culvert will be under an existing median street light pole on the east leg of Ventura Boulevard.

A permanent and temporary street light plan will be prepared in a scale of 1"=40' in AutoCAD. The plans will include at least, but not limited to, the required streetlight equipment, conduits, wires, pull boxes, electrical feed, luminaires, as the necessary construction notes, and details. Examples of relevant details include the temporary streetlight pole detail, if needed. The temporary streetlight plan will depict the necessary temporary equipment, which may include at least, but not limited to, relocation of existing equipment to allow for construction.

Deliverables:

- *Signal Plans*
- *Temporary Signal Plans & Details*

Lighting Plan Key Assumptions:

- *Attendance to City Council and public hearing meetings are not included.*

3.2.3 Unchecked Bridge Details

Consultants: WKE

The box culvert design will be prepared in accordance with the codes and standards of Caltrans and Ventura County. Loading will follow AASTO LRFD HL-93 and permit loads. The following list summarizes the key design components of the structural improvements for the proposed box culvert replacement:

1. All plans will be prepared in English units.
2. Seismic analysis is not required
3. Cast-in-place reinforced concrete box

The Unchecked Details plans and specifications will be submitted to the city of Camarillo.

Deliverables:

- *Preliminary Estimates*
- *60% Unchecked Detail Plans. The list of plans is shown below:*

Sheet Title	No. of Sheets
▪ <i>Bridge General Plan</i>	<i>1</i>
▪ <i>General Notes</i>	<i>1</i>
▪ <i>Typical Sections</i>	<i>1</i>
▪ <i>Construction Details</i>	<i>4</i>
▪ <i>Transition Details</i>	<i>2</i>
▪ <i>End Details</i>	<i>3</i>
▪ <i>Stage Construction</i>	<i>2</i>
▪ <i>Channel Transition Detail</i>	<i>2</i>
▪ <i>Bridge Removal Details</i>	<i>1</i>
▪ <i>Log of Test Borings</i>	▪ <i>2</i>

Key Assumptions: It is assumed that the box will be replaced on the existing alignment using CIP concrete construction.

3.2.4. Update Quantities and Cost Estimate

Consultants: All

The construction cost estimate will be developed in accordance with the specifications. Quantity takeoffs and unit price backup will be developed as necessary. Current bid prices and data from Caltrans Cost Data Book for District 7 will be used where possible as references for unit price determination.

Deliverables:

- *Draft Construction Cost Estimate*

3.3 90 PERCENT PS&E SUBMITTAL

3.3.1 Update Roadway PS&E

Consultants: All

This submittal will include comments, reviews, coordination efforts, and updated information. CONSULTANT will provide written responses to all City and other agency reviews. CONSULTANT will update Roadway Plans, and, and will provide Quantity Sheets with updated Special Provisions and detailed cost estimate. Any Revised and/or new City or Caltrans Standard Plans used on the project will be included with CONSULTANT's Roadway Plan submittal.

Deliverables:

- *90 percent Roadway PS&E*

3.3.2 Update Structure PS&E

Consultants: WKE

CONSULTANT will independently review the unchecked plans, draft special provisions, quantities, and construction cost estimate for the Bridges and retaining walls. CONSULTANT's independent review team will analyze the structure, verify member capacities with

independent calculations, review the special provisions, and prepare independent quantity calculations. All issues raised by the checkers will be resolved with the structural designers. Written comments and responses will document the independent check resolutions. The final design will reflect agreement among the designers and independent checkers.

Deliverables:

- *Intermediate Bridge Plans (90 percent)*
- *Design & Independent Check calculations*
- *Design & Independent Check calculations*

3.3.3 Draft Special Provisions

Consultants: All

Draft standard special provisions (SSP) will be prepared in accordance with City Standard Specifications, Greenbook, and County of Ventura Standard Specifications. Bridge specifications will be attached as an appendix and prepared in accordance with Caltrans Standard Specifications and the latest available Standard Special Provisions. Microsoft Word will be used for modifications to the specifications.

Deliverables:

- *Draft Specifications*

3.3.4 Update Quantity and Cost Estimate

Consultants: All

The construction cost estimate will be developed in accordance with the specifications. Quantity takeoffs and unit price backup will be developed as necessary. Current bid prices and data from Caltrans Cost Data Book will be used where possible as references for unit price determination. Independent bridge quantity takeoffs will be prepared and compared to the design quantities. Differences will be reconciled in writing and a final checked quantity produced.

Deliverables:

- *Draft Construction Cost Estimate*

3.4 FINAL PS&E (100 PERCENT) SUBMITTAL

3.4.1 Final PS&E Submittals

Consultants: All

CONSULTANT will reconcile all remaining comments from the City and all other agencies involved. The Final signed PS&E package will be submitted to the City for final approval.

Deliverables:

- *Final Roadway PS&E*
- *Full-size reproducible final structure plans*
- *Final structures special provisions*
- *Prints of final structure plans*
- *Cost estimates*
- *Working day schedules*
- *Original/checked quantity calculations*
- *Electronic version of all plans, special provisions, estimates and schedules.*

3.4.2 RE Pending File

Consultants: All

CONSULTANT will update reports to address comments, reviews, coordination efforts and updated information, and compile a list of all pertinent project information to the RE.

CONSULTANT Deliverables:

- *Final Reports*
- *Permits*
- *Surveying Notes*
- *Geotechnical Foundation (FDR) Reports*
- *Hydrology/Hydraulics Report and calculations*
- *Relevant correspondence and memoranda*
- *Environmental Agreements and Reports*
- *Summary and discussion of Environmental issues*

3.5 Regulatory Permits

3.5.1 Clean Water Act Section 404 Pre-Construction Notification

Consultants: GPA

Section 404 of the Clean Water Act regulates, and authorizes the USACE to issue permits for the discharge of dredged or fill materials into waters of the U.S. The Camarillo Hills Drain has perennial flows and flows to Revolon Slough downstream of the project area; therefore, Camarillo Hills Drain is expected to fall under the jurisdiction of the USACE as waters of the U.S. Because the project would result in temporary and permanent impacts on the Camarillo Hills Drain, a Section 404 Permit will be required. It is expected that the project will fall within the scope of the USACE Nationwide Permit 14 for "Linear Transportation Facilities." To qualify for this permit, the project must meet 27 general conditions and not result in greater than 0.5 acre of permanent impacts (e.g., loss) on jurisdictional waters of the U.S.

A pre-construction notification (PCN) would be required for the project if more than 0.10 acre of permanent impacts on waters of the U.S. would result from the project, or if the project would impact wetlands. If a PCN is required, CONSULTANT will prepare the PCN package for submittal to the USACE. The application will include a brief description of the project, an assessment of impacts on waters of the U.S., measures and best management practices to minimize impacts to waters of the U.S. proposed mitigation, and other pertinent project information, as required by the USACE. CONSULTANT will coordinate with the City and USACE as needed to obtain the 404 authorization.

Deliverable: One electronic copy of the 404 PCN Package.

3.5.2 Section 1602 Streambed Alteration Agreement

Consultants: GPA

Section 1602 of the California Fish and Game Code requires submittal of a Lake or Streambed Alteration Notification to the CDFW for any activity that may substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any river, stream, or lake. Streams (and rivers) are defined by the presence of a channel bed and banks and at least an intermittent flow of water; therefore, Camarillo Hills Drain is expected to fall under CDFW jurisdiction.

CONSULTANT will prepare a Lake or Streambed Alteration Notification package for submittal to the CDFW. The notification will include a brief description of the project, identify best management practices that will be employed to minimize incidental construction-related discharge to Camarillo Hills Drain and other pertinent project information, as required by the CDFW. CONSULTANT will coordinate

with the City and the CDFW to obtain the 1602 Streambed Alteration Agreement.

Deliverable: One electronic copy of the 1602 Streambed Alteration Agreement Notification Package.

3.5.3 Clean Water Act Section 401 Water Quality Certification

Consultants: GPA

Section 401 of the Clean Water Act provides the RWQCB with jurisdiction over waters of the state. Section 401 of the Clean Water Act requires applicants acquiring permits from the USACE under Section 404 obtain a Water Quality Certification from the RWQCB for the state in which the discharge originates. The RWQCB typically takes jurisdiction over all surface and ground waters in the state of California; therefore, Camarillo Hills Drain is also waters of the state. CONSULTANT will prepare an application for a Section 401 Water Quality Certification for submittal to the RWQCB. The application will include a brief description of the project, an assessment of impacts to waters of the state, measures and best management practices to minimize impacts, proposed mitigation, and other pertinent project information, as required by the RWQCB.

Deliverable: One electronic copy of the 401 Water Certification Application Package.

Key Assumptions: Sixty-five percent design information will be provided before regulatory permit applications are initiated. All fees associated with the regulatory permits, including mitigation, will be paid by the City. Preparation of a revegetation, habitat restoration and/or mitigation plan will not be required. If required, CONSULTANT will provide an additional scope of work and budget to support this effort.

3.5.4 County of Ventura Watershed Protection Encroachment Permit

Consultants: Kasraie

CONSULTANT will coordinate with Ventura County Watershed Protection to obtain approval of the box reconstruction. The Hydraulic report will be submitted to the County for review and approval. Coordination with County maintenance operation will be conducted.

Deliverables: One (1) copy of the Drainage Report.

Key Assumptions: A complete project description and 65 percent plans plan will be provided prior to initiating the environmental permitting applications.

3.6 Prepare HBP E-76 Application for Construction

Consultants: WKE

Subsequent to approval of the Environmental Document, all permits, and Right of Way Certification, Consultant will prepare the funding authorization for submittal to Caltrans. The application will follow Caltrans Local Assistance Procedures Manual (LAPM) and Local Assistance Program Guidelines (LAPG). We will prepare the forms for the City to review, sign and submit to Caltrans. We will attend two meetings with Caltrans District 7 Local Assistance staff to discuss the project and facilitate the authorization of funding.

Deliverables: HBP Request for Construction Authorization Forms in Word Format.

3.7 Bid Support

Consultants: All

Bidding procedures will be the responsibility of the City. During bid advertisement of the project, CONSULTANT will refer all questions concerning the intent to the City for resolution. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, CONSULTANT will inform the City. City will advise

CONSULTANT regarding the proper procedure required for analysis of said items. Any necessary corrective action will either be in the form of an addendum prepared by CONSULTANT and issued by City, or via a covering change order after the award of the construction contract. CONSULTANT will attend the pre-bid meeting. CONSULTANT will draft responses to bidders' inquiries as requested by the City. All such responses will be routed through the City.

Deliverable: Draft Bidder Inquiry Responses (hard copy and electronic in MSword)

TASK 4- RIGHT-OF-WAY ENGINEERING

Construction of the project will require a highway easement from the airport property owned by Ventura County. Temporary Construction Easements are anticipated from the airport property at the SW intersection corner, outlet mall at the SE corner, and two parcels at the conference center at the NE intersection corner.

The relevant properties are the following:

- APN: 229-0-340-070 (owner: CPG Partners LP)
- APN: 229-0-010-690 (owner: Mian Metropolitan Holdings)
- APN: 229-0-010-150 (owner: TM and Associates Inc; Mian Metropolitan Holdings)
- APN: 230-0-030-225 (owner: Ventura County of Camarillo Airport)

4.2 ROW Research

In compliance with the above references and as project needs dictate, CONSULTANT shall perform a Record Data Search. Search, acquisition, and analysis of appropriate deeds, field notes, and survey maps contained in State, City, and County files.

Deliverables: Title Reports (total 3)

4.3 Existing ROW Mapping

CONSULTANT will perform Land Net Recovery and Field Ties. Field and related survey effort necessary to search, recover, describe, and tie-in controlling land survey monuments. A Right of way map will be developed for the properties adjacent to the Camarillo Hills Drain. For the purposes of this scope, it is assumed that a total of four parcels will be surveyed.

Deliverables: ROW Map

Key Assumptions: For the purposes of this scope, it is assumed that a total of four (4) parcels will be surveyed.

4.4 Record of Survey Preparation

This activity is required by the Professional Land Surveyors Act and involves the production and filing of the "Before Condition" Record of Survey.

The Consultant is responsible for providing the necessary field survey and analysis for establishing existing right-of-way and providing for survey monument perpetuation in the areas of the proposed construction project. Where this work would require the filing of a Record of Survey to comply with the Land Surveyors Act or County requirements, the preparation and filing will be the responsibility of the Consultant.

Deliverables: Record of Survey

4.5 Prepare Right of Way Requirement Maps

Upon completion of the Preliminary Roadway Plans approval, Consultant will prepare Right of Way requirement maps. The maps will show the necessary highway easement and temporary construction easements required to construct the project. The temporary construction easements (TCE) will include a contractor staging area. The maps will be used to initiate the right of way appraisal maps.

Deliverables: ROW Requirements Map

4.6 Appraisal Maps and ROW Legal Descriptions

Prepare ROW Appraisal Maps and Legal Descriptions as dictated by project need. Consultant shall prepare Right of Way and Appraisal Maps (Boundary Retracement) showing parcel and easement boundaries and their relationship to the land net monuments used to define them.

A set of maps with the proposed acquisition line will be made available with the PS&E. Each parcel inside or overlapping the acquisition line shall be mapped. It is assumed that only two parcels will require appraisal maps and legal descriptions. It may also be necessary to map parcels outside the acquisition line where the establishment of those boundary lines are necessary to compute the boundary lines for parcels within the acquisition area.

The Appraisal Maps shall provide base map information to be used. Based on existing County record right-of-way maps, the Right-of-Way and Appraisal Maps will contain boundary retracements, parcel numbers, bearings and coordinates, and title block.

Deliverables: Appraisal Maps and Legal Descriptions

4.7 ROW Acquisition

Consultant will acquire three TCE's, and a highway easement from Ventura County. Waiver evaluations for the three TCE's will be prepared. An appraisal of the TCE and Highway easement of the Ventura County property will be prepared along with an independent appraisal review.

Deliverables:

- 1. Acquisition of Temporary Construction Easements (TCEs) from three private properties;*
- 2. Acquisition of a TCE and a Highway Easement from a property owned by Ventura County;*
- 3. Waiver valuations of the TCEs to be acquired from the three private properties;*
- 4. Appraisal of the TCE and the Highway Easement to be acquired from the property owned by Ventura County; and*
- 5. Review appraisal for the property owned by Ventura County (by independent review appraiser).*

TASK 5 – CONSTRUCTION SUPPORT PHASE

- Not included

Schedule

Tentative schedule is described below:

Notice to Proceed	April 2021
Environmental Clearance	July 2022
PS&E	Oct 2022
ROW	Dec 2022

Fee Proposal

A Fee Proposal is attached herein for the estimated effort required to develop the Project from the Scoping Study to Environmental Clearance, PS&E, ROW Acquisition, and Bid Support and associated engineering studies. The scope is proposed to be completed on a time and materials not-to-exceed basis, not to exceed the total proposed fee of \$994,530. A detailed cost estimate by task and subconsultant is attached for your reference.

EXHIBIT A
WKE, Inc.
PAED and Final PS&E
Camrillo Hills Drain Box Culvert Replacement
City of Camarillo

SUMMARY BY PHASE																					
Total By Phase	WKE		GPA		Kasraie Consulting		EMI (DBE)		WM Survey		LIN (DBE)		TAP (DBE)		Hamner-Jewell		Kennedy Jenks		Team TOTALS		TOTAL
	Labor	ODC	Labor	ODC	Labor	ODC	Labor	ODC	Labor	ODC	Labor	ODC	Labor	ODC	Labor	ODC	Labor	ODC	Labor	ODC	
PAED	\$ 14,383	\$ 490	\$ 192,809	\$ 23,648	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 207,192	\$ 24,138	\$ 231,330
PS&E	\$ 397,078	\$ 13,539	\$ 59,151	\$ 7,255	\$ 30,492	\$ 325	\$ 22,414	\$ 22,000	\$ 2,498	\$ 249	\$ 41,852	\$ 320	\$ 24,948	\$ 200	\$ -	\$ -	\$ 79,200	\$ 2,200	\$ 657,633	\$ 46,088	\$ 703,721
ROW	\$ 6,068	\$ 206	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,529	\$ 1,751	\$ -	\$ -	\$ -	\$ -	\$ 27,620	\$ 6,305	\$ -	\$ -	\$ 51,217	\$ 8,262	\$ 59,479
Const Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 417,529	\$ 14,235	\$ 251,960	\$ 30,903	\$ 30,492	\$ 325	\$ 22,414	\$ 22,000	\$ 20,027	\$ 2,000	\$ 41,852	\$ 320	\$ 24,948	\$ 200	\$ 27,620	\$ 6,305	\$ 79,200	\$ 2,200	\$ 916,042	\$ 78,488	\$ 994,530
TOTAL FEE by Company	\$	431,764	\$	282,863	\$	30,817	\$	44,414	\$	22,027	\$	42,172	\$	25,148	\$	33,925	\$	81,400	\$	994,530	
DBE %							4.5%				4.2%		2.5%								11.2%

EXHIBIT A-1
WKE TEAM SUMMARY
PAED and Final PS&E
Camrillo Hills Drain Box Culvert Replacement
City of Camarillo

TASK	DESCRIPTION	WKE		GPA		Kasraie Consulting		EMI (DBE)		WM Survey		LIN (DBE)		TAP (DBE)		Hamner-Jewell		Kennedy Jenks		TOTALS	
TASK 0 - PROJECT MANAGEMENT		164	35,545	204	40,306	14	3,080	4	984	0	0	0	0	16	1,933	0	0	80	20,450	482	102,298
0.01	Administration and Management	47	10,947	116	21,758	0	0	0	0	0	0	0	0	0	0	0	0	24	6,090	187	38,795
0.02	Project Team Meetings	113	23,680	88	18,548	14	3,080	4	984	0	0	0	0	16	1,933	0	0	48	12,000	283	60,225
0.03	Establish QC Program	4	918	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	2,360	12	3,278
TASK 1 - Scoping Study (Complete)																					
TASK 2 - Environmental Documents		88	13,158	1,376	161,965	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,464	175,123
2.1	Environmental Documents																				
2.1.1	Preliminary Environmental Study	12	2,795	92	9,797	0	0	0	0	0	0	0	0	0	0	0	0	0	0	104	12,592
2.1.2	Prepare APE Map	14	1,260	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14	1,260
2.2	Technical Studies																				
2.2.1	ASR	0	0	14	2,530	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14	2,530
2.2.2	NA Consultation	0	0	10	1,741	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	1,741
2.2.3	HPSR	0	0	136	17,113	0	0	0	0	0	0	0	0	0	0	0	0	0	0	136	17,113
2.2.4	Paleo Memo	0	0	10	1,931	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	1,931
2.2.5	NES	0	0	266	31,960	0	0	0	0	0	0	0	0	0	0	0	0	0	0	266	31,960
2.2.6	Jurisdictional Delineation Report	0	0	162	19,015	0	0	0	0	0	0	0	0	0	0	0	0	0	0	162	19,015
2.2.7	Location Hydraulic Study/Summary Flood Evaluation	42	4,724	12	2,475	0	0	0	0	0	0	0	0	0	0	0	0	0	0	54	7,199
2.2.8	Water Quality Assessment Report	0	0	106	11,081	0	0	0	0	0	0	0	0	0	0	0	0	0	0	106	11,081
2.2.9	ISA	0	0	20	3,862	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	3,862
2.3	CEQA IS/MND	18	3,913	540	59,073	0	0	0	0	0	0	0	0	0	0	0	0	0	0	558	62,986
2.4	NEPA Categorical Exclusion	2	466	8	1,387	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	1,853
TASK 3 - Detail Plans, Specifications, & Estimates		3,404	363,275	420	49,689	168	27,412	148	21,430	12	2,498	332	41,852	259	23,015	0	0	302	58,750	5,045	587,921
3.1	30% DESIGN SUBMITTAL	408	42,676	0	0	112	17,864	126	17,908	0	0	0	0	16	1,869	0	0	30	6,570	692	86,887
3.1.1	Data Collection	18	1,890	0	0	0	0	16	3,209	0	0	0	0	16	1,869	0	0	30	6,570	80	13,538
3.1.2	Preliminary Road Plans	320	32,695	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	320	32,695
3.1.3	Hydraulic Report	0	0	0	0	112	17,864	0	0	0	0	0	0	0	0	0	0	0	0	112	17,864
3.1.4	Geotechnical Field Work & Draft Foundation Report	4	479	0	0	0	0	110	14,699	0	0	0	0	0	0	0	0	0	0	114	15,178
3.1.5	Type Selection Memo	66	7,612	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	66	7,612
3.2	60% PS&E (Unchecked Details)	1,862	195,529	0	0	0	0	16	2,680	12	2,498	165	20,435	153	13,114	0	0	94	17,930	2,302	252,186
3.2.1	Draft Roadway Plans																				
3.2.1.1	Layout & Profile, Typical	76	7,339	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	76	7,339
3.2.1.2	Signing & Striping	100	9,788	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100	9,788
3.2.1.3	Construction Details	218	20,690	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	218	20,690
3.2.1.4	Construction Staging/Detour Plans	428	40,876	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	428	40,876
3.2.1.5	Water Pollution Control Plans	42	3,936	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	42	3,936
3.2.1.6	Drainage Plans	62	6,282	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	62	6,282
3.2.1.7	Sewer Relocation	10	1,650	0	0	0	0	0	0	0	0	0	0	0	0	0	0	94	17,930	104	19,580
3.2.1.8	Utility Coordination	146	14,691	0	0	0	0	0	0	12	2,498	0	0	0	0	0	0	0	0	158	17,189
3.2.1.9	Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	142	11,648	0	0	0	0	142	11,648
3.2.1.10	Signal & Lighting Plans	0	0	0	0	0	0	0	0	0	0	144	17,140	0	0	0	0	0	0	144	17,140
3.2.2	Final Foundation Report	0	0	0	0	0	0	16	2,680	0	0	0	0	0	0	0	0	0	0	16	2,680
3.2.3	Unchecked Bridge Plans	741	85,842	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	741	85,842
3.2.4	Update Quantity and Cost Estimates	39	4,435	0	0	0	0	0	0	0	0	21	3,295	11	1,466	0	0	0	0	71	9,196
3.3	90% PS&E (Checked Details)	719	75,605	0	0	0	0	0	0	0	0	109	14,135	56	4,610	0	0	144	27,340	1,028	121,690
3.3.1	Update Roadway and Structure PS&E																				
3.3.1.1	Layout & Profile, Typical	33	3,070	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	33	3,070
3.3.1.2	Signing & Striping	37	3,492	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	37	3,492
3.3.1.3	Construction Details	124	11,665	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	124	11,665
3.3.1.4	Water Pollution Control Plans	18	1,633	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18	1,633
3.3.1.5	Construction Staging/Detour Plans	90	8,377	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	90	8,377
3.3.1.6	Drainage Plans	21	2,099	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21	2,099
3.3.1.7	Sewer Relocation	6	945	0	0	0	0	0	0	0	0	0	0	0	0	0	0	138	26,290	144	27,235
3.3.1.8	Utility Coordination	72	7,088	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	72	7,088
3.3.1.9	Landscape Plans	2	466	0	0	0	0	0	0	0	0	0	0	56	4,610	0	0	0	0	58	5,076
3.3.1.10	Signal & Lighting Plans	2	466	0	0	0	0	0	0	0	0	87	10,432	0	0	0	0	0	0	89	10,898
3.3.2	Intermediate Bridge Plans	273	31,523	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	273	31,523
3.3.3	Draft Special Provisions	27	3,177	0	0	0	0	0	0	0	0	13	2,465	0	0	0	0	0	0	40	5,642
3.3.4	Update Quantity and Cost Estimates	14	1,604	0	0	0	0	0	0	0	0	9	1,238	0	0	0	0	6	1,050	29	3,892
3.4	100% PS&E	293	32,668	0	0	0	0	0	0	0	0	52	6,427	28	2,615	0	0	28	5,340	401	47,050
3.4.1	Final PS&E Submittals																				
3.4.1.1	Layout & Profile, Typical	21	2,099	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21	2,099
3.4.1.2	Signing & Striping	21	2,099	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21	2,099
3.4.1.3	Construction Details	21	2,205	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21	2,205
3.4.1.4	Water Pollution Control Plans	5	468	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	468
3.4.1.5	Construction Staging/Detour Plans	22	2,325	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	2,325
3.4.1.6	Drainage Plans	22	2,325	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	2,325

EXHIBIT A-1
WKE TEAM SUMMARY
PAED and Final PS&E
Camrillo Hills Drain Box Culvert Replacement
City of Camarillo

TASK	DESCRIPTION	WKE		GPA		Kasraie Consulting		EMI (DBE)		WM Survey		LIN (DBE)		TAP (DBE)		Hamner-Jewell		Kennedy Jenks		TOTALS	
3.4.1.7	Final Sewer Relocation	6	945	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	4,230	28	5,175
3.4.1.8	Final Utility Coordination	29	2,902	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	29	2,902
3.4.1.9	Landscape Plans	2	466	0	0	0	0	0	0	0	0	0	0	28	2,615	0	0	0	0	30	3,081
3.4.1.10	Signal & Lighting Plans	2	466	0	0	0	0	0	0	0	0	43	5,154	0	0	0	0	0	0	45	5,620
3.4.2	Final Bridge Plans	104	12,084	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	104	12,084
3.4.3	Special Provisions	15	1,700	0	0	0	0	0	0	0	0	7	1,100	0	0	0	0	0	0	22	2,800
3.4.4	Update Quantity and Cost Estimates	14	1,604	0	0	0	0	0	0	0	0	2	173	0	0	0	0	6	1,110	22	2,887
3.4.5	RE Pending Files	9	980	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	980
3.5	Regulatory Permits	122	16,797	420	49,689	56	9,548	6	842	0	0	6	855	6	807	0	0	6	1,570	622	80,108
3.5.1	404 Permit - (Clean Water)	12	1,677	140	16,563	0	0	0	0	0	0	0	0	0	0	0	0	0	0	152	18,240
3.5.2	1602 - Dept of Fish and Wildlife	12	1,677	140	16,563	0	0	0	0	0	0	0	0	0	0	0	0	0	0	152	18,240
3.5.3	401 Certification (Water Quality)	12	1,677	140	16,563	0	0	0	0	0	0	0	0	0	0	0	0	0	0	152	18,240
3.5.4	County of Ventura Watershed Protection Encroachment Permit	30	4,180	0	0	54	9,108	0	0	0	0	0	0	0	0	0	0	0	0	84	13,288
3.6	Prepare HBP E-76 Application for Construction	24	2,861	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	2,861
3.7	Bid Support	32	4,725	0	0	2	440	6	842	0	0	6	855	6	807	0	0	6	1,570	58	9,239
TASK 4 - ROW Services		47	5,551	0	0	0	0	0	0	84	17,529	0	0	0	0	145	27,620	0	0	276	50,700
4.2	ROW Research	0	0	0	0	0	0	0	0	8	1,660	0	0	0	0	0	0	0	0	8	1,660
4.3	Existing ROW Mapping	0	0	0	0	0	0	0	0	28	5,817	0	0	0	0	0	0	0	0	28	5,817
4.4	Record of Survey Preparation	0	0	0	0	0	0	0	0	12	2,498	0	0	0	0	0	0	0	0	12	2,498
4.5	ROW Requirements Map	39	4,367	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	39	4,367
4.5	ROW Appraisal Maps and Legal Descriptions	8	1,184	0	0	0	0	0	0	36	7,554	0	0	0	0	0	0	0	0	44	8,738
4.6	ROW Acquisition	0	0	0	0	0	0	0	0	0	0	0	0	0	0	145	27,620	0	0	145	27,620
TASK 5 - SERVICES DURING CONSTRUCTION (NIC)																					
OTHER DIRECT COST			14,235		30,903		325		22,000		2,000		320		200		6,305		2,200		78,488
	Travel		589		100		100		0		0		220		200		0		500		1,709
	Reproductions		1,146		800		150		100		0		0		0		0		1,020		3,216
	Mail		500		1,800		75		0		0		100		0		0		260		2,735
	Drilling Rig Rental		0		0		0		11,500		0		0		0		0		0		11,500
	Traffic Control		0		0		0		4,300		0		0		0		0		0		4,300
	Soil Laboratory Tests		0		0		0		6,100		0		0		0		0		0		6,100
	Potholing		12,000		0		0		0		0		0		0		0		0		12,000
	Archaeology/Paleo Sub		0		16,203		0		0		0		0		0		0		0		16,203
	ISA		0		7,500		0		0		0		0		0		0		0		7,500
	Records Search		0		1,500		0		0		0		0		0		0		420		1,920
	Title Reports		0		0		0		0		2,000		0		0		0		0		2,000
	Permit Fees		0		0		0		0		0		0		0		0		0		0
	Filing Fees		0		3,000		0		0		0		0		0		0		0		3,000
	Appraiser		0		0		0		0		0		0		0		6,305		0		6,305
TOTAL		3,703	431,764	2,000	282,863	182	30,817	152	44,414	96	22,027	332	42,172	275	25,148	145	33,925	382	81,400	7,267	994,530

02/19/21

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 is Dan Weddell.

2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: \$994,530.

KEY PERSONNEL:

Name	Title/Position
Dan Weddell	Project Manager

SUBCONSULTANTS:

Name
GPA Consulting
Kasraie Consulting
Earth Mechanics
WM Surveys
Tatsumi and Partners
LIN Consulting
Hamner Jewell
Kennedy Jenks

FEE SCHEDULE – See Attached



EXHIBIT B

FEE SCHEDULE

Firm: WKE Inc.

Date: 2/25/2021

Project: Camarillo Hills Drain Bridge Replacement

Client: City of Camarillo

Title/Position	Rate (Per Hour)
Project Manager	\$251.02
Principal in Charge	\$278.24
QA/QC	\$238.00
Senior Engineer	\$198.00
Project Engineer III	\$132.00
Project Engineer II	\$111.00
Project Engineer I	\$104.00
Assistant Engineer II	\$96.00
Assistant Engineer I	\$91.00
CADD	\$97.00
Admin	\$60.00

Firm: GPA Consulting, Inc.

Title/Position	Rate (Per Hour)
Principal	\$271.93
Sr. Assoc. Env. Planner	\$197.22
Sr. Env Planner	\$149.61
Assoc. Env Planner	\$95.31
Sr. Assoc. Biologist	\$183.62
Sr. Biologist	\$147.06
Assoc. Biologist	\$95.20
Sr. Architectural Historian	\$126.49
Assoc. Architectural Historian	\$85.78
Sr. GIS Analyst	\$136.02

Firm: **Kasraie Consulting**

Title/Position	Rate (Per Hour)
Principal in Charge	\$ 220.00
Senior Project Engineer	\$ 143.00
Project Engineer	\$ 132.00

Firm: **Earth Mechanics, Inc.**

Title/Position	Rate (Per Hour)
Principal	\$279.72
Principal Engineer	\$245.91
Senior Engineer	\$193.65
Senior Staff Engineer	\$113.73
Staff Engineer	\$107.58
Senior Tech.	\$138.32
Clerical	\$67.62

Firm: **WM Survey**

Title/Position	Rate (Per Hour)
Lead Surveyor	\$213.19
Field Surveyor	\$205.62

Firm: **LIN Consulting**

Title/Position	Rate (Per Hour)
Principal-In-Charge/QAQC	\$245.56
Senior Project Manager	\$184.93
Assistant Project Manager	\$121.26
Project Engineer	\$86.40

Firm: **Tatsumi & Partners**

Title/Position	Rate (Per Hour)
Principal in Charge	\$232.33
Senior Associate	\$128.36
Tech Staff III	\$102.86
Tech Staff II	\$90.60
Tech Staff I	\$66.56

Firm: **Hamner & Jewell Associates**

Title/Position	Rate (Per Hour)
Managing Senior Associate	\$265.00
Senior Associate II/Project Manager	\$175.00
Senior Associate I/Project Manager	\$146.00
Associate II (Acquisition/Relocation)	\$122.00
Associate I (Acquisition/Relocation)	\$116.00
Project Coordinator/Quality Control	\$112.00
Transaction/Escrow Coordinators	\$107.00
Transaction Assistant	\$67.00
Assistant/Clerical Support	\$52.00

Firm: **Kennedy Jenks Consultants**

Title/Position	Rate (Per Hour)
Eng-Sci-8	\$295.00
Eng-Sci-6	\$245.00
Eng-Sci-4	\$205.00
Sr, CADD-Design	\$175.00
Project Administrator	\$130.00

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
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.