



**CAMARILLO SANITARY DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

With

RINCON CONSULTANTS, INC.

For

**WATER RECLAMATION PLANT UPGRADES – PHASE II –
PROJECT NO. SS-5119**

ENVIRONMENTAL SERVICES

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PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of February 14, 2024 ("**Effective Date**"), and is between the Camarillo Sanitary District, a Sanitary District organized pursuant to the California Health and Safety Code ("District") and Rincon Consultants, Inc., a California corporation ("**Consultant**").

Section 1. Term of Agreement.

Subject to the provisions of Section 20 (Termination of Agreement), the term of this Agreement will be for 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 District and obtain District'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 District'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** District 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 District will not constitute a waiver of any of the provisions of this Agreement.
- 2.8** The Consultant must maintain any work site in the District 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 District.
- 3.2** If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the District Manager with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3** District 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 District. The cost or credit to District 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 District of such fact and will not proceed except at Consultant's own risk until written instructions are received from District.

Section 5. Compensation and Payment.

- 5.1** Subject to any limitations set forth in this Agreement, District 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 District.
- 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 District 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** District 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 District, the invoice will be returned by District 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 District, District 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 District at the time of payment.
- 5.7** District 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 District with a Taxpayer Identification Number;
 - (c) Consultant obtains a business tax certificate and license, if applicable, and provides proof of compliance; and
 - (d) District gives Consultant a written notice to proceed.
- 6.2** The District 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 District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 7.3** If Consultant is delayed by any cause beyond Consultant's control, District may grant, but is not required to, a time extension for the completion of services. If delay occurs, Consultant must notify District 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 District.

All public information, data, reports, records, and maps as are existing and available to District 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 District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by District, Consultant must turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. District 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 District's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to District 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 district'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 District without prior written authorization from the District Manager, except as may be required by law.
- 10.2** Consultant, its officers, employees, or agents, may not, without prior written authorization from the District Manager or unless requested by the District Counsel, 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 District 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 District 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 District 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. District 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 District and to provide District 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 District 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 District, unless otherwise agreed to in writing by District. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by District.

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 District 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 District or its designated representative. Copies of such documents or records must be provided directly to District 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 District 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, District 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 District, 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 District. Consultant has no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.
- 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 District, nor any elected or appointed boards, officers, officials, employees or agents of District, 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 District.

- 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 District'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 District for the use of unauthorized aliens, Consultant agrees to reimburse District for the amount of all such liabilities or sanctions imposed, together with any and all related costs, including attorneys' fees, incurred by District.

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 District 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 District 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 District and take such action as District may direct to remedy the conflict.
- 15.4 District 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 District, it is unaware of any stated position of District relative to these projects. Any future position of District 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 District 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 District would not enter into this Agreement in the absence of Consultant's commitment to defend, indemnify, and hold harmless District as set forth in this section.
- 16.2 For the purposes of this section, "District" includes District'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 District 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 District 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 District's sole negligence or willful misconduct (collectively, "**Operations Claims**").
- 16.5 Consultant must notify District 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 District for any Operations Claims. With respect to Operations Claims, Consultant is obligated to defend District in all legal, equitable, administrative, or special proceedings, with counsel reasonably approved by District, 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 District requires the consent of District. District 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 District 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. District's failure to monitor compliance with this requirement imposes no additional obligations on District 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 District 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 District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Manager or District Counsel.

Section 18. Assignment.

The expertise and experience of Consultant are material considerations for this Agreement. District 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 District, which may be withheld in the District's sole discretion. Any attempted assignment will be

null and void, and will constitute a material breach of this Agreement entitling District 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, District will have no obligation or duty to continue compensating Consultant for any services performed after District provides written notice to Consultant of such default.
- 19.2** Consultant agrees that no District official, officer, employee or agent will be personally liable to Consultant in the event of any default or breach of District, or for any amount which may become due to Consultant, or for any obligations directly or indirectly incurred under this Agreement.
- 19.3** District'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** District 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 District.
- 20.3** Upon termination of this Agreement by either Consultant or District, all property belonging to District that is in Consultant's possession must be returned to District. Consultant must promptly deliver to District 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 District'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 District'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 District:

Camarillo Sanitary District
601 Carmen Drive
Camarillo, California 93010

Attention: James Campero

Tel. (805) 388-5340
Fax (805) 388-5387
E-Mail jcampero@cityofcamarillo.org

To Consultant:

Rincon Consultants, Inc.
180 N Ashwood Avenue
Ventura, California 93003

Attention: Annaliese Torres

Tel. (657) 999-8337
Fax n/a
E-Mail atorres@rinconconsultants.com

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

Section 22. General Provisions.

- 22.1 Authority to Execute; Counterparts.** Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties.
- 22.2 Entire Agreement.** This Agreement, including the attached Exhibits A through C, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District 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 District Board or District Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 22.5 Electronic Signatures; Counterparts.** This Agreement and any amendment will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature. This Agreement may be executed in multiple counterparts.
- 22.6 Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District 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 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:

CAMARILLO SANITARY DISTRICT

Greg Ramirez, District Manager

ATTEST:

Kristy Buxkemper, Assistant Secretary

RINCON CONSULTANTS, INC., a California corporation

Jennifer Haddow

Jennifer Haddow, Vice President

Lacrisa Davis

Lacrisa Davis, Chief Financial Officer

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

EXHIBIT A

SCOPE OF SERVICES

[Attached]



EXHIBIT A

Rincon Consultants, Inc.

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

November 6, 2023
Rincon Project No. 22-13963

Michael Kang
Principal Civil Engineer
City of Camarillo
601 Carmen Drive
Camarillo, California 93010
Via email: MKang@cityofcamarillo.org

Subject: Proposal to Provide Environmental Consulting Support for the Camarillo Sanitary District Water Reclamation Plant Upgrades – Phases I & II, Camarillo, CA

Rincon Consultants, Inc. (Rincon) is pleased to submit this proposal to provide environmental consulting support and detailed preliminary environmental analysis (e.g., constraints and permitting analysis) for the Camarillo Sanitary District (District) Water Reclamation Plant (WRP) Upgrades – Phases I & II (Project). Involvement by Rincon in the preliminary design process will allow the District to have access to proactive, strategic advising on the anticipated environmental impacts and permitting implications related to the various alternatives under consideration during the preliminary design. Our participation in this project phase will enable the District to make informed planning and design decisions that account for the potential cost and schedule ramifications associated with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and resource agency requirements as well as avoid unforeseen, costly mitigation requirements. In doing so, the District will be well-positioned for the successful, cost-efficient completion of CEQA and NEPA documentation and acquisition of resource agency permits during the final design phase.

The following proposal describes our proposed scope of work and cost estimate for the assignment.

Scope of Work

Task Order 1 Environmental Consulting Support for Preliminary Design Process

Task 1.1 Project Management and Meeting Attendance

Rincon will attend meetings with District staff, WSC, Hazen & Sawyer (Hazen), and/or other consultants on an as-needed basis to provide input and feedback from an environmental perspective on key project planning and design decisions. This task includes attendance by one senior-level Rincon staff member with specific experience and knowledge on the subject at up to 20, one-hour virtual or in-person meetings. Rincon assumes Hazen or WSC will be responsible for preparing meeting agenda and minutes. Under this task, Rincon will also provide up to 64 hours of overall project management and coordination for this scope of work, including regular communication with and status updates to the District as well as budget and schedule management.

Task 1.2 Regulatory Strategy Guidance

Rincon will provide up to 35 hours of staff support for as-needed advising related to the regulatory strategy for the Project. As part of this effort, Rincon will conduct a peer review of the Draft Regulatory Analysis Technical Memorandum and will identify any gaps in the regulatory analysis



pertaining specifically to environmental permitting from agencies including United States Army Corps of Engineers, California Department of Fish and Wildlife, Regional Water Quality Control Board, the United States Fish and Wildlife Service, and the State Historic Preservation Officer. Rincon will also advise on how changes proposed in effluent discharge to Conejo Creek (if any) may affect the regulatory permitting strategy and what supplemental environmental technical studies may be required in support of regulatory permitting efforts. The results of the peer review will be provided in a brief letter memorandum.

Task 1.3 Flood Management Strategic Guidance

Rincon will provide up to 33 hours of staff support for as-needed advising related to flood management strategies developed by Kasraie Consulting and Hazen to identify potential environmental constraints and considerations associated with the flood management alternatives. This advising may include, but would not be limited to, evaluating the proposed siting, construction methods, and maintenance requirements for the proposed flood management alternatives and identifying whether each alternative would trigger the need for resource agency permitting, affect the anticipated level of CEQA and NEPA documentation required, and/or result in the need for on- or off-site mitigation, such as habitat restoration and compensatory habitat mitigation. Written outcomes of this advising will be provided via a brief letter memorandum.

Task 1.4 Biosolids Management Strategic Advising Guidance

Rincon will provide up to 21 hours of staff support for as-needed advising related to the biosolids management strategy as outlined in the Draft Biosolids Market Assessment or other related studies. In particular, Rincon will identify whether the proposed biosolids management alternatives would affect the anticipated level of CEQA and NEPA documentation required for the project based on the proposed equipment/machinery, odor control strategies, and off-site disposal methods. Written outcomes of this advising will be provided in a brief letter memorandum.

Task 1.5 Peer Review of Technical Memoranda and Draft Plans

Rincon will provide a peer review of the following technical memoranda and preliminary site layouts related to the preliminary design work:

- **Funding Source Screening Technical Memorandum.** Rincon will leverage our high degree of familiarity with low-cost financing and grant funding programs to complete a peer review of the Funding Source Screening Technical Memorandum and identify any gaps in applicable funding opportunities for implementation of the Project. In addition, Rincon will provide an assessment of cost and schedule implications associated with the environmental requirements for each priority funding program (e.g., technical studies, CEQA/NEPA documentation, federal cross-cutter consultations) along with the constraints such requirements might impose on the project's ability to feasibly secure funding in a timely manner.
- **Energy Efficiency Optimization Site Analysis.** Rincon will utilize our in-house expertise in climate action planning to provide a peer review of the energy efficiency optimization site analysis to ensure it accurately captures available opportunities for alignment with City-wide greenhouse gas emission reduction goals and the California Sustainable Development Goals. Rincon will also identify any additional greenhouse gas emission reduction and energy efficiency plans and regulations for the District to consider in its facility design, such as the California Air Resources Board's 2022 Scoping Plan. In addition, Rincon will recommend other opportunities, if any, for incorporating energy efficiency and sustainability features into project design, such as



participation in sustainable building certification programs and incorporation of on-site renewable energy generation systems.

- **Peer Review of Preliminary Design Report, including Implementation Plan.** Rincon will participate in the preparation of the Preliminary Design Report by providing a peer review of the Draft Preliminary Design Report, specifically with regard to components pertaining to CEQA/NEPA documentation and environmental permitting. Our focus will be ensuring the environmental documentation and permitting processes are accurately characterized and key environmental considerations are identified. Information gathered during the prior peer reviews completed under this task and the strategic guidance provided under Tasks 1.2 through 1.4 will be incorporated in this review. Rincon will also provide a focused peer review of the Permit Requirements, Schedule, and Next Steps portions of the Implementation Plan included in the Draft Preliminary Design Report to ensure they accurately represents the full nature, cost, and schedule of resource agency permitting and CEQA/NEPA documentation requirements for each alternative.

The results of these peer reviews will be provided in brief letter memoranda.

Task 1.6 Preliminary CEQA/NEPA, Regulatory Permitting, and Mitigation Memorandum

Rincon will prepare a technical memorandum outlining the potential environmental impacts, regulatory permitting requirements, and mitigation requirements. The analysis will consist primarily of a matrix outlining whether each alternative has no, low, moderate, or high potential to result in significant environmental impacts under each of the resource categories outlined in the CEQA Guidelines Appendix G checklist and using the City's *Environmental Guidelines and Thresholds of Significance*. The analysis will incorporate the information gathered during Rincon's preparation of the Environmental Considerations and Constraints Analysis for the WRP Facility Master Plan (completed under a separate contract/task order). For each category where an alternative has moderate or high potential to result in significant environmental impacts, we will include a brief description of potential mitigation requirements that could be required to reduce impacts as well as an estimated cost and implementation timing. The memorandum will also identify the anticipated CEQA compliance pathway and include a cost estimate for consultant support for the CEQA process for each alternative. In addition, based on this analysis, we will indicate the likely level of NEPA documentation that would be required should the project require federal regulatory permits and/or receive federal funding. The memorandum will also include a summary of the anticipated regulatory permitting pathway for each alternative that has the potential to impact federally or state listed species or jurisdictional waters, along with a comprehensive cost estimate for completing the regulatory permitting process (including permit application fees, consultant staff support, and likely mitigation requirements). This proposal includes evaluating up to five preliminary design alternatives.

Task 1.7 Cost Estimating Support for Environmental Services

Rincon will provide up to 20 hours of support related to providing cost estimates for environmental documentation, permitting, and mitigation requirements associated with various components of the Preliminary Design Report. This support will allow the District to make informed decisions based on comprehensive cost estimates for each alternative that accurately reflect the level of effort anticipated for the CEQA/NEPA documentation, resource agency permitting, and environmental mitigation implementation (e.g., biological and cultural monitoring, agriculture loss offsets, compensatory habitat mitigation, habitat restoration) that will be required for each alternative included in the Preliminary Design Report.



Task 1.8 Historic Resources Evaluation of Existing Water Reclamation Facility

Rincon understands the District is considering design alternatives that would demolish portions or the entirety of the existing wastewater treatment plant, which is over 45 years of age. The District is therefore requesting an assessment to determine if the wastewater treatment plant is a historical resource and if the demolition would result in a significant impact pursuant to Section 15064.5 of the CEQA Guidelines, which will help inform the appropriate level of CEQA documentation for the design alternatives. Under this task, a qualified architectural historian will complete a site visit to document the existing conditions of the property and detail its construction and alteration history. Field documentation will include digital photographs of the property to support field observations. Archival research will subsequently be completed to identify potential significant historical and/or architectural associations. Research may include a review of building permits, building plans, assessor records, historical aerials and maps, newspaper articles, and other primary and secondary source materials as necessary and available.

Upon completion of the survey and archival research, the property will be evaluated for historical resources eligibility for the National Register of Historic Places and California Register of Historical Resources. The preliminary historical resources findings will be communicated to the District within four weeks of notice-to-proceed. The historical resource evaluation will then be documented on California Department of Parks and Recreation (DPR) 523 series forms and attached to a technical memorandum, which will present the methods and results of the assessment.

Assumptions

This scope of work incorporates the following assumptions:

- Project management will be required over a 16-month period, and Notice to Proceed will be given in December 2023.
- Grant writing services are not included in this scope of work.
- Hazen & Sawyer and/or the District will provide general descriptions and impact footprints for each of the five design alternatives to inform preparation of the Preliminary CEQA/NEPA, Regulatory Permitting, and Mitigation Memorandum. No changes to the descriptions or impact footprints will occur during preparation of the memorandum.
- Rincon will host a 30-minute, virtual meeting with the District prior to the submittal of each deliverable to review findings and a one-hour, virtual meeting with the District following the provision of comments on each deliverable to review how comments were addressed.
- Rincon will respond to one round of consolidated comments from the District on each deliverable, to be provided in electronic, editable format. Any conflicting District comments will be resolved internally prior to providing comments to Rincon. If additional rounds of review are requested, Rincon can address additional rounds of comments under separate scope and cost.
- All deliverables will be submitted in electronic format; no hard copies will be provided. Final PDF deliverables will not be formatted for accessibility compliance.
- No cultural resources besides the wastewater treatment facility will be subject to intensive-level recordation or evaluation.
- A California Historical Resources Information System (CHRIS) records search, archaeological pedestrian survey, or paleontological resources study will not be conducted in support of the historic resources evaluation.
- Access to the project site will be facilitated by the District.
- This scope and cost do not include attendance at Board or Committee meetings.



Cost and Schedule

The scope of work outlined will be completed on a time and materials basis according to the attached hourly fee schedule for a not-to-exceed total fee of **\$126,172.75**, as shown in Table 1. As-needed advising will be provided on an ongoing basis, as requested by the District, and peer reviews will typically be provided within two to three weeks of receipt of draft reports.

Table 1 Cost Summary

Task	Estimated Cost
Task 1.1 Project Management and Meeting Attendance	\$32,020.00
Task 1.2 Regulatory Strategy Advising	\$9,262.00
Task 1.3 Flood Management Strategic Advising	\$8,756.00
Task 1.4 Biosolids Management Strategic Advising	\$5,594.00
Task 1.5 Peer Review of Peer Review of Technical Memoranda and Draft Plans	\$32,380.00
Task 1.6 Preliminary CEQA/NEPA, Regulatory Permitting, and Mitigation Memorandum	\$23,569.00
Task 1.7 Cost Estimating Support for Environmental Services	\$5,580.00
Task 1.8 Historic Resources Evaluation of Existing Water Reclamation Facility	\$9,011.75
Total	\$126,172.75

Thank you for your consideration and for this opportunity to support your project. If you have any questions regarding this proposal, please contact Annaliese Torres at 657-999-8337 or atorres@rinconconsultants.com.

Sincerely,
Rincon Consultants, Inc.

Annaliese Torres
Senior Environmental Planner / Project
Manager

Jennifer Haddow, PhD
Principal Environmental Scientist

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 Jennifer Haddow, Vice President.

2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: \$126,172.75.

KEY PERSONNEL:

Name	Title/Position
Annaliese Torres	Senior Environmental Planner/Project Manager
Jennifer Haddow	Principal Environmental Scientist

FEE SCHEDULE – See Attached



Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical, and Support Personnel*	2023	2024	2025	2026
	Jul 1 – Dec 31	Jan 1 – Dec 31	Jan 1 – Dec 31	Jan 1 – Dec 31
Senior Principal	\$308	\$319	\$330	\$342
Principal	\$297	\$307	\$318	\$329
Director	\$297	\$307	\$318	\$329
Senior Supervisor II	\$282	\$292	\$302	\$313
Supervisor I	\$263	\$272	\$282	\$291
Senior Professional II	\$246	\$255	\$264	\$273
Senior Professional I	\$230	\$238	\$246	\$255
Professional IV	\$204	\$211	\$218	\$226
Professional III	\$189	\$196	\$203	\$210
Professional II	\$168	\$174	\$180	\$186
Professional I	\$150	\$155	\$160	\$166
Associate III	\$126	\$130	\$135	\$139
Associate II	\$113	\$117	\$121	\$125
Associate I	\$105	\$109	\$113	\$117
Field Technician	\$91	\$94	\$97	\$101
Data Solutions Architect	\$189	\$196	\$203	\$210
Senior GIS Specialist	\$181	\$187	\$194	\$200
GIS/CADD Specialist II	\$161	\$167	\$173	\$179
GIS/CADD Specialist I	\$145	\$150	\$155	\$161
Technical Editor	\$142	\$147	\$152	\$157
Project Accountant	\$121	\$125	\$129	\$134
Billing Specialist	\$103	\$107	\$111	\$115
Publishing Specialist	\$116	\$120	\$124	\$129
Clerical	\$103	\$107	\$111	\$115

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals.

Reimbursable Expenses

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

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

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

Annual Escalation. Standard rates subject to annual escalation as shown in the table above on January 1 of each year.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 30 days from receipt or per the contractually required payment terms.



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

EXHIBIT 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	\$1,000,000 / \$2,000,000 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 District'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 District, 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 District, 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 District, 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 District. The scope of coverage provided is subject to approval of District 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 District. 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 District in its sole discretion. At the option of District, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the District'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 District 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 District. These certificates of insurance and endorsements must be in a form approved by the District's legal counsel. Consultant must maintain current certificates and endorsements on file with District 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 District by certified mail, return receipt requested (except for nonpayment for which a 10-day notice is required). The delivery to District of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the District's right to require compliance. In the event that Consultant's policies are materially changed, Consultant must provide the District with at least 30 days' prior written notice of the applicable changes. District 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 District may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, District 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 District in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to District 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.** District 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 District 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.