



**CITY OF CAMARILLO**

**PROFESSIONAL SERVICES AGREEMENT**

*With*

**RAVATT, ALBRECHT & ASSOCIATES, INC.**

*For*

**CH-09-01, CITY HALL CHAMBER REMODEL**

**DESIGN SERVICES**

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## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of January 8, 2020 ("Effective Date"), and is between the City of Camarillo, a California municipal corporation and general law city ("City") and Ravatt, Albrecht & Associates, 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 the amounts specified in Exhibit B (Key Personnel & Compensation). The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit B, unless additional compensation is approved in writing by City.
- 5.2 The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount.
- 5.3 Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit B. The invoice must detail

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

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

**Section 6. Required Documentation Prior to Performance.**

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

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

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

must notify City within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with Consultant's performance of services.

**Section 8. Cooperation by City.**

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

**Section 9. Project Documents.**

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

**Section 10. Confidential Information; Release of Information.**

- 10.1 All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.
- 10.2 Consultant, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- 10.3 If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.
- 10.4 Consultant must promptly notify City should Consultant, its officers, employees, or agents

be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

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

**Section 11. Consultant's Books and Records.**

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

**Section 12. Status of Consultant.**

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

control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as provided in this Agreement. Consultant agrees that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, or employees of City.

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

**Section 13. Compliance with Applicable Laws.**

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

**Section 14. Unauthorized Aliens.**

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

**Section 15. Conflicts of Interest.**

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



- 15.2 Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the City in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has any of the financial interests listed in Government Code section 87103.
- 15.3 If Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant must promptly disclose the relationship to City and take such action as City may direct to remedy the conflict.
- 15.4 City understands and acknowledges that Consultant is, as of the Effective Date, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant represents that, except as otherwise disclosed to City, it is unaware of any stated position of City relative to these projects. Any future position of City on these projects will not be considered a conflict of interest for purposes of this section.

**Section 16. Indemnification.**

- 16.1 Consultant agrees that it will, to the fullest extent permitted by law, defend, indemnify, and hold harmless City from all Services Claims and Operations Claims (each defined below) related to the performance by Consultant of this Agreement as provided in this section. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to defend, indemnify, and hold harmless City as set forth in this section.
- 16.2 For the purposes of this section, "City" includes City's officers, officials, employees, agents and volunteers, and "Consultant" includes Consultant's officers, officials, employees, agents and subcontractors and any other persons for whom Consultant is legally responsible.
- 16.3 With respect to the performance of professional services under this Agreement where the law establishes a professional standard of care for such services, Consultant agrees to indemnify, and hold harmless City from and against all liabilities, damages, losses, and costs, including but not limited to reimbursement of reasonable attorney's fees and all other costs of defense, to the extent caused by the negligence, recklessness, or willful misconduct of Consultant (collectively, "**Services Claims**").
- 16.4 With respect to the acts and operations of Consultant under this Agreement other than the performance of professional services, Consultant agrees to defend, indemnify, and hold harmless City from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees and all other costs of defense, to the extent caused, in whole or in part, by the negligence, recklessness, or willful misconduct of Consultant, and excepting only those claims, damages, liabilities, losses, and costs caused by City's sole negligence or willful misconduct (collectively, "**Operations Claims**").
- 16.5 Consultant must notify City within five days of receipt of notice of any Operations Claims or Services Claims made or legal action initiated that arises out of or pertains to Consultant's performance of services under this Agreement.
- 16.6 Consultant's duty to defend Operations Claims is a separate and distinct obligation from Consultant's duty to indemnify City for any Operations Claims. With respect to Operations

Claims, Consultant is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel reasonably approved by City, immediately upon tender to Consultant of an Operations Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the Operations Claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals.

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

**Section 17. Insurance.**

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

**Section 18. Assignment.**

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that

interest, Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of City, which may be withheld in the City's sole discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

**Section 19. Default; Limitations on Liability.**

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

**Section 20. Termination of Agreement.**

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

**Section 21. Notices.**

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

To City:	City of Camarillo 601 Carmen Drive City of Camarillo, CA 93011 Attention: Ken Matsuoka  (Tel.) (805) 388-5340 (Fax) (805) 388-5387 E-Mail kmatsuoka@cityofcamarillo.org
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To Consultant: Ravatt, Albrecht & Associates, Inc.  
125 Union Avenue, Suite 201  
Santa Maria, CA 93455  
Attention: Jim Albrecht  
  
(Tel.) (805) 928-5002  
(Fax) (805) 928-0195  
E-mail jalbrecht@raarchitectsengineers.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**




David J. Norman, City Manager

**ATTEST:**

  
\_\_\_\_\_  
Jeffrie Madland, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Brian A. Pierik, City Attorney

**CONSULTANT:**

RAVATT, ALBRECHT & ASSOCIATES, INC. a California Corporation

By 

Name: James P. Albrecht  
Title: Vice President / Secretary

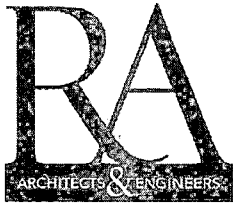
By 

Name: Gregory A. Ravatt  
Title: President

Camarillo Business Tax Certificated No. 042531 / Expiration Date 8/31/2020

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**[Attached]**

## EXHIBIT A



December 9, 2019

Eric Maple  
City of Camarillo  
601 Carmen Drive  
Camarillo, CA 93010

### Scope of Services for the City of Camarillo

#### City Hall Council Chambers Remodel

Ravatt, Albrecht & Associates, Inc. proposes to provide professional design services, plans and specifications, and design support services during construction for the City Hall Council Chambers Remodel project. Deliverables will include the following items:

#### 1. Phase 1 – Design Development:

- 1.01 Site Visit & Kick-off Meeting
- 1.02 Existing Facilities Research
- 1.03 Prepare Design Development Documents (includes Architectural, Mechanical & Electrical which may include but are not limited to):
  - a. Overall Floor Plan
  - b. Demolition & New Floor Plans
  - c. Demolition & New Roof Plans
  - d. Demolition & New Sections
  - e. Interior Elevations & Material Selection
  - f. Demolition & Construction Lighting Plan
  - g. Demolition & Construction Power Plan
  - h. Demolition & Construction HVAC Plan
  - i. Demolition & Construction Plumbing Plan
- 1.04 Structural As-Built Review, Evaluation
- 1.05 Investigate Additional Exit Door
- 1.06 Beginning 3D Model Interior Perspectives Study
- 1.07 Study Session Preparation
- 1.08 Study Session
- 1.09 Study Session Meeting Minutes

**Phase 1 Total: \$37,626.00**

#### RAVATT, ALBRECHT & ASSOCIATES, INC.

**Orcutt Office:** 125 Union Ave. #201, Orcutt, CA 93455 | PO Box 2267, Santa Maria, CA 93457-2267 | 805-928-5002  
**San Luis Obispo Office:** 1371 Pacific St., San Luis Obispo, CA 93401 | 805-786-4391 | [www.RAArchitectsEngineers.com](http://www.RAArchitectsEngineers.com)

**CC Agreement No. 2020-1**

## EXHIBIT A

### 2. Phase 2.1 – Construction Documents (50%)

2.01 Prepare 50% Construction Documents (includes Architectural, Structural, Mechanical, Electrical & Audio Visual which may include but are not limited to):

- a. Title Sheet
- b. Overall Floor Plan
- c. Demolition & New Floor Plans
- d. Demolition & New Roof Plans
- e. Finish & Door Schedule
- f. Demolition & New Sections
- g. Demolition & New Reflected Ceiling Plans
- h. Details
- i. Interior Elevations & Material Selection
- j. Demolition & Construction Lighting Plan
- k. Demolition & Construction Power Plan
- l. Electrical Diagrams, Schedules, Details, Calcs.
- m. Lighting Fixture Selection, Specification
- n. Lighting Calculations, Photometrics
- o. Demolition & Construction HVAC Plan
- p. Demolition & Construction Plumbing Plan
- q. Heating, Cooling Calculations, Energy Compliance
- r. Structural Design, Calcs, Plans, Details

2.02 Technical Specifications (50%)

2.03 Project Management, Discipline Coordination

2.04 Finish 3D Model Interior Perspectives

2.05 Rough Cost Estimate based on Selection of Materials

2.06 Study Session Preparation (for Council Chambers Interior Selection)

2.07 Study Session

2.08 Study Session Meeting Minutes

2.09 Prep for Meeting with Client (for all Discipline Coordination)

2.10 Meeting with Client

2.11 Meeting Minutes

**Phase 2.1 Total: \$58,294.00**

### 3. Phase 2.2 – Construction Documents (90%)

3.01 Prepare 90% Construction Documents (includes Architectural, Structural, Mechanical, Electrical & Audio Visual which may include but are not limited to):

- a. Title Sheet
- b. Overall Floor Plan
- c. Demolition & New Floor Plans
- d. Demolition & New Roof Plans
- e. Finish & Door Schedule
- f. Demolition & New Sections
- g. Demolition & New Reflected Ceiling Plans
- h. Schedules & Diagrams
- i. Interior Elevations



## EXHIBIT A

- j. Details
  - k. Demolition & Construction Lighting Plans
  - l. Demolition & Construction Power Plans
  - m. Demolition, Construction Comm, Data Plans
  - n. Electrical Diagrams, Schedules, Details, Calcs.
  - o. Lighting Calculations, Photometrics
  - p. Demolition & Construction HVAC Plan
  - q. Demolition & Construction Plumbing Plan
  - r. Heating, Cooling Calculations, Energy Compliance
  - s. Structural Design, Calcs, Plans, Details
- 3.02 Audio Visual Design Coordination
  - 3.03 Technical Specifications (90%)
  - 3.04 Discipline Coordination
  - 3.05 Prepare for Conference Calls with Client
  - 3.06 Conference Calls with Client
  - 3.07 Meeting Minutes

**Phase 2.2 Total: \$50,551.00**

#### **4. Phase 2.3 – Construction Documents (100%)**

- 4.01 Prepare 100% Construction Documents (includes Architectural, Structural, Mechanical, Electrical & Audio Visual which may include but are not limited to):
  - a. Title Sheet
  - b. Overall Floor Plan
  - c. Demolition & New Floor Plans
  - d. Demolition & New Roof Plans
  - e. Finish & Door Schedule
  - f. Demolition & New Sections
  - g. Demolition & New Reflected Ceiling Plans
  - h. Schedules & Diagrams
  - i. Interior Elevations
  - j. Details
  - k. Demolition & Construction Lighting Plans
  - l. Demolition & Construction Power Plans
  - m. Demolition, Construction Comm, Data Plans
  - n. Electrical Diagrams, Schedules, Details, Calcs.
  - o. Demolition & Construction HVAC Plan
  - p. Demolition & Construction Plumbing Plan
  - q. Heating, Cooling Calculations, Energy Compliance
  - r. Structural Design, Calcs, Plans, Details
- 4.02 CAD Revise Drawings per Plan Check Comments
- 4.03 Alterations and Potential Revisions after 100%
- 4.04 A/V Consultant Design Services
- 4.05 Cost Estimate Drafts
- 4.06 QC Review Cost Estimates
- 4.07 Provide Cost Estimates to Client

**Phase 2.3 Total: \$50,499.00**

## EXHIBIT A

### 5. Phase 3 – Bidding

- 5.01 Prepare Bidding Sheet with Scope of Work
- 5.02 Provide RFI Bidding Support
- 5.03 Prints on Mylar for Bidding
- 5.04 Preparation and Release of Addendums as Needed

**Phase 3 Total: \$7,403.00**

### 6. Phase 4 – Construction Administration

- 6.01 Preconstruction Meeting
- 6.02 RFI Review and Response
- 6.03 Submittal Review and Response
- 6.04 Prepare for Weekly Meetings (x 16)
- 6.05 Hold Weekly Meetings (x 16)
- 6.06 Prepare Meeting Minutes (x 16)
- 6.07 A/V Consultant Services During Construction
- 6.08 Record Drawing Preparation
- 6.09 Prints on Mylar for Record drawings

**Phase 4 Total: \$63,186.00**

Our professional fee for the services described in this contract will be performed on a time and materials not -to-exceed basis, billed monthly.

**A&E SERVICES** **TOTAL Time and Materials not to exceed fee: \$267,559.00**  
**Per the attached Fee Schedule**

#### **Exclusions:**

- Acoustics Consultant and Analysis
- Hazardous construction materials identification and abatement planning
- Master Plan
- Schematic Design
- Seismic or structural engineering assessment of existing building beyond the Council Chambers Remodel scope of work
- Fire Protection Engineering assessment of existing building beyond the Council Chambers Remodel scope of work
- Roofing or waterproofing condition assessment
- Exterior improvements of existing building beyond the Council Chambers Remodel scope of work
- Data Network / Phone System Design of existing building beyond the Council Chambers Remodel scope of work
- Computer/Network Security and/or Accreditation

#### **Reimbursable Expenses**

Reimbursable Expenses are included in the attached fee assessment and include project related expenses incurred by the project team and consultants in the direct interest of the Project. A lump sum

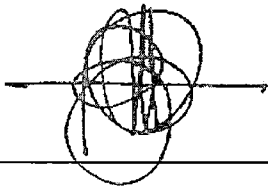
## EXHIBIT A

budget for these expenses has been included in the fee assessment rather than listing each item individually. Additional services related to outside printing costs over \$50, delivery, courier, or travel for additional meetings beyond those listed, can be provided for an additional fee.

### Publicity

The Architect may upon City approval include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials.

Thank you for considering Ravatt Albrecht & Associates, Inc. Please don't hesitate to call our office with any questions you may have.

A handwritten signature in black ink, appearing to read "Greg Ravatt", is written over a horizontal line.

Greg Ravatt, AIA  
Principal Architect

RA Architects & Engineers  
1371 Pacific Street  
San Luis Obispo, CA 93401

November 18, 2019

Date

**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 James P. Albrecht, Vice President.

2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: \$267,559.00.

**KEY PERSONNEL:**

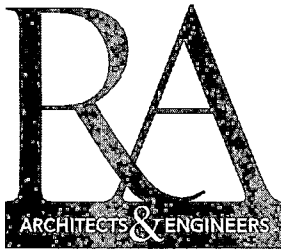
<b>Name</b>	<b>Title/Position</b>
<b>Michelle Stokes</b>	<b>Senior Architect / Project Manager / Project Architect</b>
<b>James P. Albrecht</b>	<b>Principal</b>
<b>Gregory A. Ravatt</b>	<b>Principal</b>

**SUBCONSULTANTS:**

<b>Name</b>	<b>Title/Position</b>

**FEE SCHEDULE – SEE ATTACHED**

## EXHIBIT B



### HOURLY RATE SCHEDULE

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#### EMPLOYEE RATES

Principal Architect	\$150.00
Professional Architect/Project Manager	150.00
Principal Engineer	150.00
Plumbing Engineer	150.00
Professional Mechanical Engineer/Mechanical Project Engineer	150.00
Electrical Engineer	150.00
Staff Engineer	110.00
Designer	110.00
Drafting	85.00
Clerical	75.00

MILEAGE RATE (Reimbursable, per mile) .58

#### REPRODUCTION COSTS (REIMBURSABLE)

Graphics, Printing Actual Invoice plus 15%

#### CONSULTANT FEES (REIMBURSABLE)

The fees charged by all consultants used by our company will be charged at the actual cost plus 15% to cover overhead and administrative expenses.

#### BILLING AND PAYMENTS

Billing will be made on a monthly basis unless arranged otherwise. Payments are due and payable on presentation.

Interest payments at the rate of 1 ½% per month will be charged on balances which are more than 30 days past due.

#### RAVATT, ALBRECHT & ASSOCIATES, INC.

**Orcutt Office:** 125 Union Ave. #201, Orcutt, CA 93455 | PO Box 2267, Santa Maria, CA 93457-2267 | 805-928-5002  
**San Luis Obispo Office:** 1371 Pacific St., San Luis Obispo, CA 93401 | 805-786-4391 | [www.RAArchitectsEngineers.com](http://www.RAArchitectsEngineers.com)

CC Agreement No. 2020-1



**EXHIBIT B**  
**City Hall Council Chambers Remodel**

Date: 12/6/2019

601 Carmen Drive  
 Camarillo, CA 93010

Description	Principal Architect/ Architect	Mechanical Engineer	Plumbing Engineer	Electrical Engineer	Designer	Drafter	Structural Engineering & Drafting	AC&E Cost Estimate	Precision Cost Estimate	Building New Ideas Cost Estimate	AV Consultant fee	Prints Mylar	Mileage	Expense	Subtotal
Hourly Rates	\$150	\$150	\$150	\$150	\$110	\$85	Lump	Lump	Lump	Lump	Lump	Lump	\$0.58		
<b>Phase 1 Design Development</b>															
Site Visit & Kick-off Meeting	12	12		12											\$5,400
Travel to Site (Mileage - SLO to CAM)													300		\$174
Existing Facilities Research	16	4	1			2									\$3,320
Architecture Design and Drawing Production	10				88										\$11,180
Investigate Additional Emergency Exit Door	5														\$750
Beginning 3D Model Interior Perspectives	1				15										\$1,800
Electrical Engineering and Drawing Production				12		8									\$2,480
Mechanical Engineering and Drawing Production		4	1			8									\$1,430
Study Session	8	8													\$2,400
Travel to Site (Mileage - SLO to CAM)													300		\$174
Structural As-Built Review, Evaluation, Site Visit							\$7,918								\$7,918
Reimbursable Expense, meals, copies - Allowance														\$600	\$600
<b>Phase 1 Subtotal:</b>															<b>\$37,626</b>
<b>Phase 2.1 Construction Documents (50%)</b>															
Architecture Design and Drawing Production	36				111										\$17,610
Finished 3D Model Interior Perspectives	1				31										\$3,560
Electrical Engineering and Drawing Production				80		12									\$13,020
Mechanical Engineering and Drawing Production				8		2									\$1,370
Study Session, Material and Finish Selection	8														\$1,200
Travel to Study Session													300		\$174
Technical Specifications		2	2	8											\$1,800
A/V consultant design services											\$4,709				\$4,709
Project Management, Discipline Coordination	8														\$1,200
Meeting w/ Client	8	8		12											\$4,200
Travel to Site (Mileage - SLO to CAM)													300		\$174
Structural Design, Calcs, Plans, Specifications							\$7,757								\$7,757
Reimbursable Expense, meals, copies - Allowance														\$600	\$600
Rough Cost Est. Based on Selection of Materials								\$920							\$920
<b>Phase 2.1 Subtotal:</b>															<b>\$58,294</b>



## EXHIBIT B

### City Hall Council Chambers Remodel

601 Carmen Drive  
Camarillo, CA 93010

Date: 12/6/2019

Description	Principal Architect/ Architect	Mechanical Engineer	Plumbing Engineer	Electrical Engineer	Designer	Drafter	Structural Engineering & Drafting	AC&E Cost Estimate	Precision Cost Estimate	Building New Ideas Cost Estimate	AV Consultant fee	Prints Mylar	Mileage	Expense	Subtotal
Hourly Rates	\$150	\$150	\$150	\$150	\$110	\$85	Lump	Lump	Lump	Lump	Lump	Lump	\$0.58		
<b>Phase 2.2 Construction Documents (90%)</b>															
Architecture Design and Drawing Production	22				168										\$21,780
Electrical Engineering and Drawing Production				36		16									\$6,760
Mechanical Engineering and Drawing Production				6		2									\$1,070
Audio Visual Design Coordination					4										\$440
Technical Specifications	24	8		8											\$6,000
Structural Design, Calcs, Plans, Details							\$6,492								\$6,492
A/V consultant design services											\$4,709				\$4,709
Discipline Coordination	8														\$1,200
Meeting w/ Client (semi-weekly conference call)	4	4		6											\$2,100
<b>Phase 2.2 Subtotal:</b>															<b>\$50,551</b>
<b>Phase 2.3 Construction Documents (100%)</b>															
Architecture Design and Drawing Production	18				50										\$8,200
Electrical Engineering and Drawing Production	8			16	4										\$4,040
Mechanical Engineering and Drawing Production	4		1	2		6									\$1,560
CAD revised drawings per plan check comments	8	4		8	32	8									\$7,200
Alterations and potential revisions after 100%	12	2			24										\$4,740
Structural Design, Calcs, Plans, Details							\$6,245								\$6,245
A/V consultant design services											\$5,651				\$5,651
QC Final Cost Estimates	16														\$2,400
Cost Estimate (see below)								\$2,729	\$3,709	\$4,025					\$10,463
<b>Phase 2.3 Subtotal:</b>															<b>\$50,499</b>



## EXHIBIT B

Date: 12/6/2019

### City Hall Council Chambers Remodel

601 Carmen Drive  
Camarillo, CA 93010

Description	Principal Architect/ Architect	Mechanical Engineer	Plumbing Engineer	Electrical Engineer	Designer	Drafter	Structural Engineering & Drafting	AC&E Cost Estimate	Precision Cost Estimate	Building New Ideas Cost Estimate	AV Consultant fee	Prints Mylar	Mileage	Expense	Subtotal
Hourly Rates	\$150	\$150	\$150	\$150	\$110	\$85	Lump	Lump	Lump	Lump	Lump	Lump	\$0.58		
<b>Phase 3 Bidding</b>															
Bidding Sheet - Scope of Work	4														\$600
RFI Bidding Support	16	4		8			\$403								\$4,603
Prints on Mylar for Bidding												1,000			\$1,000
Preparation & Release of Addendums as Needed	8														\$1,200
<b>Phase 3 Subtotal:</b>															<b>\$7,403</b>
<b>Phase 4 Construction Administration</b>															
Preconstruction Meeting	8														\$1,200
Travel to Site (Mileage - SLO to CAM)													300		\$174
RFI Review and Response	40	6		16			\$2,030								\$11,330
Submittal Review and Response	40	6		20			\$2,030								\$11,930
Weekly Meetings (QTY 16)	128	12		12			\$2,277								\$25,077
Travel to Weekly Meeting (QTY 16)													4800		\$2,784
A/V Consultant services during construction											\$3,768				\$3,768
Record Drawing Preparation	8			2	24		\$1,783								\$5,923
Prints on Mylar for Record Drawings												1,000			\$1,000
<b>Phase 4 Subtotal:</b>															<b>\$63,186</b>
Subtotal by Staff Category	\$73,350	\$12,600	\$750	\$40,800	\$60,610	\$5,440	\$36,932	See Below	See Below	See Below	See Below	\$2,000	\$3,654	\$1,200	
Outside Consultant	Fee	Markup	Cost												
Estimate (AC&E)	\$3,173	15%	\$3,649												
Estimate (Precision)	\$3,225	15%	\$3,709												
Estimator (Building New Ideas)	\$3,500	15%	\$4,025												
Cannon - Structural Engineer	\$32,115	15%	\$36,932												
Pac West Sound - A/V Consultant	\$16,380	15%	\$18,837												
<b>Total Fee:</b>															<b>\$267,559</b>



**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 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 and 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. Limits are subject to review, but in no event may be less than \$4,000,000 per occurrence and aggregate.

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.