



**CITY OF CAMARILLO**

**PROFESSIONAL SERVICES AGREEMENT**

*With*

**RAILPROS, INC**

*FOR*

**CAMARILLO TRAIN STATION UNDERCROSSING –**

**PROJECT NO. ST-14-05**

**PHASE 2 CONCEPTUAL DESIGN**

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## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is effective as of June 14, 2023, (“**Effective Date**”), and is between the City of Camarillo, a California municipal corporation and general law city (“**City**”) and RailPros, Inc., a California corporation (“**Consultant**”).

### **Section 1. Term of Agreement.**

Subject to the provisions of Section 20 (Termination of Agreement), the term of this Agreement will be for a period commencing on the Effective Date and will terminate upon the completion of Consultant’s services.

### **Section 2. Scope and Performance of Services.**

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

**Section 3. Additional Services and Changes in Services.**

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

**Section 4. Familiarity with Services and Site.**

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

**Section 5. Compensation and Payment.**

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

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

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

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

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

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

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

delay and how such delay interferes with Consultant's performance of services.

**Section 8. Cooperation by City.**

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

**Section 9. Project Documents.**

**9.1** All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "**Project Documents**") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement.

**9.2** Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without City's prior written approval.

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

**10.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

**10.2** Consultant, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

**10.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

**10.4** Consultant must promptly notify City should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request

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

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

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

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

**Section 12. Status of Consultant.**

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

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

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

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

**13.1 In General.** Consultant must use the standard of care in its profession to keep itself informed of and comply with all federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement that apply to the services performed by Consultant.

**13.2 Professional Licenses and Approvals.** Consultant agrees that it will, at its sole cost and expense, obtain and maintain in effect at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession.

**13.3 Employment Laws.** Consultant agrees to comply with all applicable federal and state employment laws including those that relate to minimum hours and wages, occupational health and safety, and workers compensation insurance. Consultant further represents that it is an equal opportunity employer and in performing services under this Agreement agrees to comply with all applicable federal and state laws governing equal opportunity employment, and further agrees that it will not discriminate in the employment of persons to perform services under this Agreement on the basis of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any such person, except as may be permitted by California Government Code section 12940.

**Section 14. Unauthorized Aliens.**

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

**Section 15. Conflicts of Interest.**

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

**15.2** Consultant covenants that neither Consultant, nor any officer, principal or employee of

its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the City in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has any of the financial interests listed in Government Code section 87103.

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

#### **Section 16. Indemnification.**

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

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

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

**Section 17. Insurance.**

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

**Section 18. Assignment.**

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

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

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

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

**Section 20. Termination of Agreement.**

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

**Section 21. Notices.**

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

To City:  
City of Camarillo  
601 Carmen Drive  
Camarillo, California 93010

Attention: James Campero

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

To Consultant:  
RailPros, Inc.  
811 Wilshire Blvd., Suite 1820  
Los Angeles, CA 90017

Attention: Robert Williams

Tel. (909) 283-0707  
E-Mail [Robert.williams@railpros.com](mailto:Robert.williams@railpros.com)

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

## **Section 22. General Provisions.**

- 22.1 Authority to Execute; Counterparts.** Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties.
- 22.2 Entire Agreement.** This Agreement, including the attached Exhibits A through C, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and City prior to the execution of this Agreement.
- 22.3 Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.
- 22.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 22.5 Electronic Signatures; Counterparts.** This Agreement and any amendment will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature. This Agreement may be executed in multiple counterparts.
- 22.6 Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute

a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.

**22.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

**22.8 Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.

**22.9 Venue.** In the event of litigation between the parties, venue will be exclusively in a state court in the County of Ventura.

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

**CITY OF CAMARILLO**

  
\_\_\_\_\_  
Greg Ramirez, City Manager

**ATTEST:**

  
\_\_\_\_\_  
Kristy Buxkemper, City Clerk

**CONSULTANT:**

**RAILPROS, INC., a California Corporation**

  
\_\_\_\_\_  
Doug Sawyer, Senior Vice President, West Region Manager

  
\_\_\_\_\_  
Bob Matthews, Vice President

Camarillo Business Tax Certificated No. 042929 / Expiration Date 12/31/2023

**EXHIBIT A**

**SCOPE OF SERVICES**

**[Attached]**

## EXHIBIT A

# Scope of Work

### Phase 2 –

### 30% Preliminary Engineering and Project Approval/Environmental Documentation (PAED)

#### Task 2.1 – Project Management

The project manager will lead the technical efforts, including the direction of Subconsultants. The Consultant's Project Manager and other key personnel will provide the necessary support and expertise to complete the project.

The Project Manager shall conduct, oversee and manage the performance of the work including:

- Coordination of the development of the overall work tasks
- Management of the schedule, budget, staff resources
- Reporting work progress and schedule updates to the City's Project Manager
- Scheduling, coordinating, and providing minutes of Project Development Team (PDT) meetings.

Prior to the start of work, the RailPros Team will furnish the subconsultants the appropriate City/Union Pacific Railroad (UPRR)/Southern California Regional Rail Authority (SCRRA/Metrolink) forms, manuals, and criteria to ensure uniformity of all project documents. RailPros' Project Manager will conduct status and review meetings with subconsultants to review their progress, ensure up-to-date information is being used and the appropriate activities are being performed. Subconsultants will submit all reports and plans to the RailPros Project Manager for review of conformity with the project scope of work, directives, applicable codes, design criteria, and any other City/UPRR/SCRRA requirements. All deliverables to the City will be made through the RailPros Project Manager. The RailPros Project Manager will meet with the design team on a periodic basis to establish design development tasks and to determine schedule and budget status.

#### Activities and Deliverables

- Project Controls – Cost, Scope, Schedule, Quality, Risk (Register updates only), Reporting
  - Monthly Updates including baseline schedule
  - Project Management Plan
  - Quality Plan
- Kickoff and Stakeholder Meetings (Assumes 1-2 in-person meetings and conference/video meetings) plus preparing the associated minutes and action items

- PDT Meetings (Assumes 6-8 conference/video meetings) plus preparing the associated minutes and action items
- Subconsultant Management
- Stakeholder Coordination, including City, Ventura County Transportation Commission (VCTC), California Public Utilities Commission (CPUC), UPRR, Metrolink
- Railroad Coordinator and Utilities staff will perform an independent review of all documentation prior to submittal to the railroad and will facilitate submittal reviews
- CPUC Diagnostic Meeting, Formal Application Draft Preparation for stakeholder review and application, pre-hearing conference and other associated processes, meetings and coordination (CPUC Formal Application process may take 18+ months to receive approval)
- Site Visit, Data Collection and Review
- Manage and provide the following submittals:
  - 30% Plans and estimate
- Deliverables:
  - Project Management Plan, including project control documents, schedule, and regular updates
  - Monthly progress reporting and invoicing
  - Draft and Final CPUC Stakeholder Diagnostic Meeting Minutes
  - Draft CPUC Formal Application (CPUC Permit) for stakeholder review
  - Revised CPUC Formal Application
  - Agendas, Meeting minutes and notes

### Task Assumptions

- Assumed 8-10-month period for the 30% development and stakeholder reviews.
- Assumes that design review comments are received within 3 weeks of submission.
- Assumes no major design changes after 30% submittal.
- Assistance with any agreements is not currently part of the scope and excluded at this time
- Assumed the City and VCTC will execute any necessary easement documentation with UPRR– temporary or permanent, based on impacts identified during design (see survey scope of service details below and attached)
- It is assumed all existing fiber will be lowered in place and no splicing design is needed by our team.
- Project will follow a blend of UPRR and SCRRRA design criteria and standards utilizing MicroStation and UPRR formatting for railroad components, per UPRR requirements. City or VCTC owned components may be prepared in AutoCAD, per City's request, using City

standards. Submittals will be provided in PDF format for review. If necessary, final documents can be converted to AutoCAD for the City's files at the completion of the project.

- All communications with the public or the press will be coordinated with and lead by the City, with the RailPros design team providing support (see public outreach scope of service details below and attached).
- Assumes UPRR standard and specs are the basis of design, where available, and will be supplemented by SCRRRA standards and specs for work performed by railroad or within railroad right-of-way (ROW). Greenbook will be used as the basis for all city, VCTC or other facilities and elements. A specification list is anticipated or included in Phase 2 and further details and development of specifications can be confirmed in future phases.
- Assumes all submittals are digital only and hard copies are limited to the amount listed in our Other Direct Costs (ODC's).
- Assumes no trackwork engineering design is part of the project and that UPRR will not require temporary shooflies for this project. Assumes UPRR will control and design any required trackwork for the tunnel to replace with their forces and that engineering and all other track related plans are not needed from our team for such work.
- Assumes contractor will do shoring design as required.
- Stakeholder:
  - Excludes all city/stakeholder costs related to permits, right-of-entry (ROE), flagging, licenses, leases, easements, etc.
  - Assumes UPRR ROE for survey and initial utility investigations will be non-invasive and will be provided at no cost.
  - Assumes minor potholing within UPRR ROW and ROE costs are limited as outlined in the C-below estimate
  - Geotechnical borings will be outside of UPRR ROW will provide sufficient detail for geotechnical reporting and no UPRR ROE will be required
  - Flagging will be provided by UPRR or their approved contractor for survey and utility investigation within their ROW and will be limited to the amounts estimated under ODC's
  - Coordination with railroad, regulatory agencies and other stakeholders can often require extensive time and effort. Coordination hours are limited per the meetings and hours outlined in the scope and fee estimate

- No Caltrans, FAA, or FCC permits, documentation or coordination is anticipated and is excluded

### **Task 2.2 – General Sheets/Utilities/Civil Site/Drainage/H&H**

This task will cover work involving utility research; pedestrian underpass ramps, stairwells, and sidewalks; parking lot reconfiguration; ADA compliance throughout the project footprint; and hydrology and hydraulic (H&H) calculations to assist in drainage design related to parking lot regrading. The utility research will include review of as-built drawings, evaluate for potential conflicts with proposed design, and determine need for any relocation requirements and design thereof. Utility research will be performed as design progresses through the 30 and 60 percent design phases. The underpass work will involve grading design, profiles, sections, and layout of sidewalks, ramps, and stairwells as well as grading and layouts for retaining walls and tunnel structure. Parking lot reconfiguration involves both the North and South parking lots in the vicinity of the new pedestrian underpass and will include regrading as required to accommodate the new stairs and ramps for the new pedestrian tunnel and other elements as required to meet drainage. This task will also make modifications to the existing parking lots to provide ADA compliant paths from the public right-of-way, and ADA parking stalls, to the connection points with the new steps and ramps.

An effort will be made to minimally reconfigure the existing parking lots, keep as many parking spaces as possible, and re-direct as much of the storm flows to swales and landscaping areas in coordination with the landscape design. The design in this task will incorporate recommendations for treatment of storm water to comply with the City's NPDES permit as well as modifications to the existing storm drain system to accommodate the re-graded parking lots and as may be required by the hydrology and hydraulic calculation results, and to accommodate the proposed treatment devices if required.

The plan set will be prepared with general sheets incorporating City General Notes and all other applicable construction notes as required.

#### **Activities and Deliverables**

- Perform site visit
- Review topo and boundary information received from surveyor and make comments as needed
- Produce 30% design showing required parking lot modifications, based upon previous concept development

- Provide updated or revised 30% level Plans and Estimates including Demolition, Layouts, profiles, Surfacing, Grading & Drainage, details, and post construction BMP's for the project area, based upon stakeholder feedback from the initial 30% draft.
- Coordination with subconsultants for design incorporation
- Utility coordination and design
- Coordination and Meetings with City and other stakeholders
- Facilitate monthly PDT meetings
- Minor H&H to size inlets etc.
- Deliverables:
  - 30% Preliminary Draft Plans and revised 30% Preliminary Plans and Estimates for pedestrian underpass ramps, stairs, and sidewalks; and parking lot modifications including: Demolition Plan, Site Plan, Grading Plan, BMP & Storm Drain Plan, and Composite Utility plan.
  - AutoCAD files

#### Task Assumptions

- No landscaping effort is anticipated in Phase 2.
- Composite Utility Plan will cover the area being disturbed in the immediate location of the new underpass and will include existing utilities and required utility relocations. Wet utilities (Water and Sewer) relocations will be designed under this task, as required, and dry utility relocation will be designed and relocated by the appropriate utility owner.
- No hours for submitting plans, documents, etc. to other agencies besides the City or UPRR are included in this task. It is assumed that all improvements will be within City or UPRR ROW's and wet utilities are owned and maintained by the City.
- Separate plans such as for submitting to water departments, fire departments, etc. are not included in this task scope.
- It is anticipated the site will be exempt from hydromodification and that detention/retention basins will not be required as the total impervious surface will not be increased, and the parking lot re-work area is less than half of the site.
- Site plan will include basic parking lot striping and signage. Stop bars, stop signs, ADA parking striping and signing and parking striping. Station or wayfinding signing is not included in this task.
- No traffic control plan is provided in this task. Contractor to provide simple traffic control plans for working within the parking lots.
- All drawings will be prepared in AutoCAD.

- Minor H & H will be performed to size inlets etc. No H&H report is included in this task.

### **Task 2.3 – Structures & Phasing**

Prepare and review 30% Level plans, estimates and calculations for pedestrian underpass, ramps, and stairs. Prepare and review plans for construction phasing. Coordinate with City and stakeholders and address all comments.

#### **Activities and Deliverables**

- Prepare and review plans for structures
- Prepare and review calculations for structures
- Prepare and review construction cost estimate for structures
- Prepare and review construction phasing plans
- Coordinate with City and stakeholders
- Deliverables:
  - Structures plans
  - Structures construction cost estimate
  - Structures calculations
  - Construction phasing plans
  - Response to City and stakeholder comments

#### **Task Assumptions**

- Structures include pedestrian underpass, stairs, and ramps.
- Pedestrian underpass to be precast concrete box structure.
- No type selection report to be prepared.
- Specifications use SCRRRA standard specifications with revisions as needed
- 30% structures plans include general plan, sections, elevations, and notes, minor stakeholder comments and associated revisions are anticipated and are not assumed to substantially impact the proposed design. Significant stakeholder comments and feedback may impact proposed design and may require additional effort to address or redevelop the design approach.
- 60% structure plans include general plan, sections, elevations, notes, and preliminary details, and will be included in a future phase of work.
- 100% Structure PS&E Package will include, plans, specifications if any, Calculations, Draft Geotechnical Report and Estimate are not part of this task and will be included in a future phase of work.

- IFB Structure PS&E Package will include, plans, specifications if any, Calculations, Estimate and Final Geotechnical Report are not part of this task and will be included in a future phase of work.

### **Task 2.4 – Station Communications**

Station communications details are typically developed during the final design phase. A preliminary layout will be developed during the 30% Preliminary Engineering phase to identify preliminary impacts and locations of Customer Information System (CIS) and Video Surveillance System (VSS) equipment.

#### Activities and Deliverables

- Activities:
  - Prepare 30% Equipment layout plan for CIS and VSS (equipment may be located or shown on civil or other project sheets, as deemed necessary)
  - update equipment locations based on stakeholder feedback
  - Coordinate with City and stakeholders
  - Coordinate with SCRRRA to determine future configuration of the Ticket Vending Devices (TVD's)
- Deliverables:
  - 30% Equipment location layout
  - Revised layout
  - Response to City and Stakeholder comments

#### Task Assumptions

- SCRRRA CIS and VSS Standards will be followed.
- Existing as-built files of the station, CIS, and VSS are available and will be provided in MicroStation.
- Existing CIS and VSS systems are per SCRRRA standards.
- Existing CIS and VSS systems will remain in place and will not be replaced.
- Existing power feed to communications house is adequate to feed the additional equipment.
- No new Communications house is needed.
- Current communications equipment house is sufficiently sized for required equipment.

- Specifications use SCRRRA standard specifications with revisions as needed.
- Sufficient conduit spares for CIS and VSS exist through the station and can be utilized to feed new equipment locations.
- The locations of four (4) TVD's and associated CIS LED Monitors will be coordinated with SCRRRA staff and included in the design. Location and support for future cameras at TVD locations will be included in the design.
- Communications section excludes control of security fence/gate(s).
- No speakers or CIS equipment to be installed in pedestrian underpass.
- Up to six (6) cameras will be added to provide video coverage of the pedestrian underpass. No other cameras are included in the design.
- 30% communications plans, details, specifications or other engineering or development are excluded
- 60% communications plans include general plan, notes, preliminary details of cable routing, house modifications, draft specifications, and construction estimate and will be included in a future phase of work.
- 100% communications plans include general plan, notes, and final details of equipment locations, cable routing, house modifications, specifications, and construction estimate are not part of this task and will be included in a future phase of work

### **Task 2.5 – Fiber (\*Optional Based on Fiber Utility Approval)**

Prepare and review 30% Preliminary Engineering plans, and estimates for existing fiber optic cable lowering in place or minor relocation to support the addition of a pedestrian underpass, ramps, and stairs to the Camarillo Station, based on fiber utility approval. Fiber utilities may opt to design fiber relocations in-house, in which case we will coordinate the design with them.

#### **Activities and Deliverables**

- Activities:
  - Prepare and review 30% plans for Fiber Optic Cable relocation
  - Prepare and review construction cost estimate for Fiber Optic Cable relocation
  - 
  - Coordinate with City and stakeholders
- Deliverables:
  - Fiber optic cable plan and profile plans
  - Relocation cost estimate

### Task Assumptions

- Fiber optic cable can be lowered at current location and new routing will not be required. Design of fiber optic cable rerouting is not anticipated or included.
- Fiber Optic Cable has enough slack that cable can be lowered in the ROW without splicing.
- No SCRRA fiber is in ROW.
- 30% efforts include coordination, identification, and conceptual review, fiber plans excluded.
- 60% fiber plans include general plan, notes, preliminary details of fiber relocation, draft specifications, and construction estimate and will be included in a future phase of work.
- 100% fiber plans include general plan, notes, final details of fiber relocations, final specifications, and construction estimate are not part of this task and will be included in a future phase of work.
- Fiber optic cable owners provide detailed information regarding location, including depth, upon notice to proceed.

### **Task 2.6 – Submittal Requirements, General Sheets and Phasing, and Comment Resolution**

Technical compilation of discipline plan and project documents. Preparation and cross check of general plan sheets and other project documents that require input from multiple disciplines.

### Activities and Deliverables

- Submittal Compilation
- Comment Resolution
- Matrices: Permit Matrix, Utilities Matrix, Risk Matrix
- Cost Estimate Compilation
- General Standards
- General Specifications
- Overall QAQC
- Interdisciplinary review
- Deliverables:
  - Comment Matrix
  - Project Matrices
  - Quality Documentation

### Task Assumptions

- One comment resolution meeting per submittal will be held and comments will be resolved prior to or during this meeting to allow design to continue.

### **Task 2.7 – Water Quality and Erosion Control**

Water Quality and Erosion Control efforts will be performed by our subconsultant, Hydrosolutions, and coordinated with the PM, Project Engineer, civil and other discipline leads. Based on the project footprint more than 1 acre and new and replaced impervious area greater than 5000 square feet it is assumed that a Post Construction Stormwater Management Plan and a Stormwater Pollution Prevention Plan will be required to comply with the City's NPDES Permit. The SWPP will be a draft document to be handed to the contractor for finalization and implementation.

### Activities and Deliverables

- Develop the SWPPP using the Construction CASQA approved template, which will identify the construction Best Management Practice Strategies to be implemented during construction. This effort includes the development of a Risk Level Assessment that will quantify the site Risks to receiving waters and guide the BMP strategy. A SWPPP Exhibit will be developed that illustrates the spatial distribution of BMPs. Develop Post Construction Stormwater Management Plan for area being disturbed by the project using the City of Camarillo Post Construction Stormwater Management Plan Template. Report will include treatment of stormwater collected in the project area prior to discharge into a storm drain or other drainage devices. Deliverables:
  - Draft SWPPP
  - Post Construction Stormwater Management Plan

Erosion Control and Drainage Map Drawings Exhibits in AutoCAD format.

### Task Assumptions

- Assumes project will be a Risk Level 2.
- This effort assumes no additional requirements beyond those identified in the Construction General Permit will be addressed by the SWPPP.
- Fee statement for coverage will be provided to Legally responsible person to issue payment to regional board.

- This effort does not include the time to set up the project in the state’s SMARTS database, complete project registration documents nor acquire a Waste Discharge Identification Number (WDID).
  - This effort does not include the application of the water balance calculator in the SMARTS database to address post construction requirements.
  - No encroachment permit by other agencies or other permits will be required.
  - Design Plans for Post Construction BMPs or drainage infrastructure not included.
  - Infiltration testing not included.
  - Effort assumes no changes in design after draft SWPPP or PCSMP developed.
- Effort assumes infiltration will be feasible to treat post construction project runoff.

### **Task 2.8 – Surveying and ROW**

Additional survey will be provided as needed throughout the development of this phase.

### **Task 2.9 – Geotechnical and Contaminated Soils**

Geotechnical and Contaminated Soils efforts will be performed by our subconsultant, Leighton. Leighton’s scope details are included in the subconsultant scope documents attached and generally include performing geotechnical borings, infiltration tests, lab testing, preparing a geotechnical report and Phase 1 Environmental Site Assessment for the project area. Geotechnical services will be provided during the 30% stage.

### **Task 2.10 – Environmental Clearance**

Environmental efforts will be performed by our subconsultant, Rincon Consultants. Rincon’s scope details are included in the subconsultant scope documents attached and generally include preparing an documentation under CEQA guidelines and supporting environmental public outreach processes. Environmental services will be provided during the 30% stage.

### **Task 2.11 – Architecture / Station Aesthetics, Signage**

Architectural efforts are not anticipated in this phase of work. Future services will be performed by our subconsultant, Anil Verma Associates, Inc. AVA’s scope details are included the subconsultant scope documents attached and generally include preparing stairs, entryway and landing architectural concepts and PS&E documents.

### **Task 2.12 – Mechanical, Plumbing, Electrical, Lighting**

Mechanical, Plumbing, Electrical, and Lighting efforts are not anticipated in this phase of work. Future services will be performed by AVA. Scope details are included the subconsultant scope documents attached and generally include preparing 60%, 100% and IFB PS&E documents.

### **Task 2.13 – Landscaping / Irrigation**

Landscaping and Irrigation efforts are not anticipated in this phase of work. Future services will be performed by AVA. Scope details are included the subconsultant scope documents attached and generally include preparing 100% and IFB PS&E documents which are not part of this task and will be included in a future phase of work.

### **Task 2.14 – Public Outreach and Communication Support**

Public outreach and communication support efforts will be led by the City during the 30% Preliminary Engineering and PAED phase and RailPros Team will provide limited, as needed support. Subconsultant support is not anticipated during the 30% design stage.

### **Task 2.15 – Additional As-Needed Support**

In order to support the project development, including any unforeseen, new or unanticipated project needs, RailPros or our subconsultant team will provide as needed services to continue and expedite the project development. Any additional or as needed services will be identified approved by the City's Project Manager in writing or via email prior to commencing work.

### **Other Direct Costs (ODCs)**

Anticipated ODCs and estimated costs are included below. It is assumed that these are sufficient to complete the project, however if additional or other costs are required, these can be provided with a revision at the City's request. Costs will be limited to those detailed below. Additional subconsultant ODC's may be outlined in their respective scopes of work attached.

#### **ODCs**

- Subsurface investigation and potholing (see attached scope from C-below for details) - \$40,000
- Railroad Flagging (up to 12 days, additional fees may be required for weekend, holiday, night or daily overtime rates) - \$20,000
- Travel, parking, lodging, per diem -\$1,000

- Postage and Reproduction (submittals and other documents will be provided electronically to the City throughout the project duration, assumes stakeholder hard copies limited to the amount shown) - \$500

### Fee

The work will be performed on a time and expense “not-to-exceed” basis, not-to-exceed the total fee of \$750,807 as shown on Attachment 1 – Phase 2 Cost Estimate.

It is anticipated that Phase 3 scope and fee will be developed and negotiated separately.

- **Subsurface Explorations:** We propose to drill, log and sample two (2) hollow stem auger borings near the east and west tunnel entrances and two (2) borings near the ramps and stairs for each side of the tunnel. The borings will be excavated to evaluate geotechnical properties of the subsurface soil and to collect soil samples for laboratory testing. The borings will be advanced to a maximum depth of approximately 50 feet. The borings will be visually logged, and representative bulk and relatively undisturbed soil samples will be collected.

Two (2) additional shallow borings will be excavated to a depth of approximately 5 feet or as directed by the civil engineer for infiltration testing. The borings will be located in landscape areas. Infiltration tests will be conducted in accordance with Ventura County Stormwater Best Management Practices (BMPs). As we understand, the project may be exempt from post-construction BMPs and infiltration testing may not be required. Until we receive such confirmation from RailPros or the City, infiltration tests remain part of this scope. If the tests are not required, our scope and fee can be adjusted accordingly.

Drilling within the Union Pacific Right of way would require an encroachment permit that could add significant delays to the project and significant increase in cost. In discussion with RailPros, we have decided to locate the borings outside of the Union Pacific right of way at approximately 10 feet east of the east entrance to the tunnel and approximately 40 feet west of the west entrance to the tunnel. Based on initial review of the site and available subsurface information in the area, we anticipate that the soils are laterally continuous throughout the tunnel alignment and adjacent area. Laterally continuous soils would mean that the borings can be located outside of the Union Pacific right of way, while still obtaining accurate site specific subsurface soil information so that a permit is not required.

The borings will be backfilled with soil cuttings and patched to match previous conditions upon completion.

- **Geotechnical Laboratory Testing:** Laboratory tests will be performed on selected, representative soil samples to evaluate the engineering properties of the site soils. Test conducted may include maximum dry density and optimum moisture content, in situ dry density and moisture content, maximum dry density and optimum moisture content, direct shear, grain size distribution, Expansion Index, Atterberg limits, consolidation, and corrosivity.
- **Analysis and Report Preparation:** We will prepare a geotechnical design report addressing the proposed tunnel undercrossing, the ramps, stairs and parking lot. Our report will be signed and stamped by a California licensed Professional Engineer (PE) and Geotechnical

Engineer (GE). In this report, we will document our geotechnical findings, conclusions and recommendations for proposed new structures, and specifically address the following:

- **Geologic and Seismic Hazards:** We will discuss potential geologic hazards at this site, including potential for surface fault rupture, ground shaking, liquefaction, lateral spreading and differential seismic compaction; based on available data.
- **Seismic Design:** We will provide site-specific seismic coefficients in accordance with ASCE/SEI 7-16 and the 2019 California Building Code (CBC).
- **Grading and Earthwork:** We will present earthwork criteria, including recommendations for fill and backfill materials, and backfill compaction.
- **Foundations:** Utilizing data collected during our current exploration, we will recommend allowable vertical and lateral bearing pressures for use in designing spread-footing foundations. We will also provide foundation design criteria including recommendations for minimum size, embedment depth, allowable vertical and lateral capacities, coefficient of friction, and expected total and differential settlements.
- **Retaining Walls:** We will provide lateral earth pressures including active, at rest and passive, for design of retaining walls and tunnel walls. We will include a seismic increment for any walls greater than 6 feet in height. In consultation with the structural engineer, we will provide recommendations for implementation of surcharge loading such as trains, and vehicle traffic.
- **Slabs-On-Grade:** We will present concrete slab-on-grade design criteria, including recommendations for subgrade preparation, moisture vapor mitigation and if necessary, non-expansive fill.
- **Asphalt Pavements:** We will provide asphalt pavement recommendations for auto and truck parking.

**Temporary Excavations:** Utilizing the data collected during our exploration, we will present temporary excavation guidelines including OSHA soil type and lateral loads for design of temporary shoring (construction site safety is the responsibility of the contractor).

- **Deliverables:** We will provide a geotechnical design report for submittal with the 30% design phase. For the remaining 60% and 90% design phases we will provide support for the design team and respond to review comments from the City's geotechnical reviewer.

#### Task Assumptions

- We assume that our field exploration can be performed during daylight hours on weekdays and that the site will be accessible.

- We assume that the City will assist with obtaining site access from VCTC. For the purposes of this proposal we assumed that a VCTC permit will be required with a fee not exceeding \$1,000.
- We assume that this project is subject to California Prevailing Wage Laws.
- We assume that the soil is laterally continuous within the area of the tunnel and that the borings can be located outside of the Union Pacific Right of way.
- We assume that two response reports will be required to regulatory agency comments, if received.
- Based on the schedule we assume that as many as 10, 1-hour design team meetings will be required throughout the length of the project.
- We assume that the applicable agencies will allow and assist us in clearing the parking lot and blocking parking stalls for utility clearance and drilling activities. We assume traffic control outside of blocking parking stalls is not required.
- At this time, we assume that infiltration testing is required.

#### **Task 2.9.2 – Phase I ESA**

- **Phase I ESA:** We will conduct a Phase I ESA for the subject site in general accordance with current ASTM “*Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessments Process*” E 1527-13. In addition, our services will be provided in accordance with “Standards and Practices for All Appropriate Inquiries (AAI) 40 CFR Part 312.” The following scope of services will be provided:
  - **Records Review:** We will order a search of selected government databases to include *Federal and State and Tribal* listings pertaining to the subject site. Leighton personnel will also review pertinent historical resources, contact appropriate city, county, state, and federal agencies for information regarding (but not limited to) the presence of storage tanks, hazardous materials, petroleum hydrocarbons, etc.
  - **Site Reconnaissance:** We will visit the subject site for an observational reconnaissance for exposed and visible indications of environmental conditions, including but not limited to distressed vegetation, presence of aboveground or underground storage tanks and/or associated piping/vents, presence/storage of hazardous substances or petroleum products, wells, and evidence of dumping.

The site reconnaissance will be conducted without encroaching on the train tracks, the existing overhead pedestrian walkway and sidewalks will be used to observe the site so that a Union Pacific encroachment permit will not be required.

- **Interviews:** A reasonable attempt will be made to interview present and/or past owners, lessees, key site managers, occupants, and employees for additional information regarding past and present site use.
- **Information Required from the Client:** The current ASTM E 1527-13 Phase I ESA Standards and/or AAI require disclosures detailing any environmental liens or activity and use limitations, client disclosures regarding specialized knowledge regarding environmental conditions at the subject site, and special price reductions from the fair market value of the subject site due to environmental conditions. If available, we also request that the client provide owner contact information, complete an owner/tenant interview form and user questionnaire, provide previous geotechnical or environmental reports not completed by Leighton, provide a 50-Year *Chain of Title* document for each parcel comprising the subject site, and provide reproducible or electronic copies of site development plan(s).
- **Deliverables:** We will provide a Phase I ESA report for submittal with the 30% design phase. For the remaining 60% and 90% design phases we will provide support for the design team and respond to review comments from the appropriate agencies, if received.

#### Task Assumptions

- Subsurface exploration and/or testing of any kind will not be conducted.
- Air, water, soil, asbestos, lead-based paint, or other media sampling or analyses will not be conducted.
- Investigation for radioactivity, radon, methane gas, mold, mildew, or other hazards will not be conducted.
- Handling or disposal of hazardous materials will not be conducted.
- Consideration for possible future contamination of the subject site from adjacent or surrounding facilities or properties will not be made.
- We assume that a response reports will be required to regulatory agency comments, if received.
- If a Phase II Environmental Site Assessment is recommended in the Phased I ESA report, a proposal will be prepared for that work; such work is no included herein.



**Rincon Consultants, Inc.**

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March 23, 2023

Rincon Project No. 22-13995

Mr. Robert Williams, PE

RailPros

15265 Alton Parkway, Suite 140

Irvine, CA 92618

Via email: [robert.williams@railpros.com](mailto:robert.williams@railpros.com)

**Subject: Proposal to Provide California Environmental Quality Act (CEQA) Support for the Proposed Metrolink Station Pedestrian Undercrossing Project in the City of Camarillo, Ventura County, California**

Dear Mr. Williams:

Rincon Consultants, Inc. ("Rincon") is pleased to submit this proposal to provide environmental consulting services to RailPros for the proposed Metrolink Station Pedestrian Undercrossing Project ("project") in the City of Camarillo ("City"), Ventura County, California. The project would result in the construction of a new pedestrian undercrossing beneath two existing Union Pacific railroad tracks, providing access to the Camarillo Metrolink Station and associated parking areas. The undercrossing would be constructed adjacent to Dawson Drive, North Lewis Road, the Highway 101 (Ventura Freeway) overpass, and an existing pedestrian overcrossing. The project would require the demolition of existing parking areas, the relocation of existing water lines, electric lines, and fiber optic lines, the removal of drainage infrastructure, and the addition of paved sidewalk.

It is our understanding that the City and RailPros are seeking an environmental consultant to prepare an Initial Study – Mitigated Negative Declaration (IS-MND) to satisfy the California Environmental Quality Act (CEQA). This proposal includes our proposed scope of work, and our proposed schedule and cost for completion of the project work program.

## Scope of Work

The tasks below outline Rincon's approach to completing the required environmental documentation to inform and support the environmental determination for the proposed project. The following tasks include preparation of the CEQA IS-MND and environmental technical work.

### Task 1: Project Management

Project Management tasks will be carried out for the duration of the CEQA compliance phase of the project. Rincon will manage project duties to assure a cost efficient, quality product and defensible process. As part of the overall project management, Rincon will prepare and maintain an environmental quality control plan, maintain the project schedule, track the budget for CEQA clearance activities, coordinate with the Rincon team, City and RailPros staff, and other relevant stakeholders, and monitor and review the project for conformance with all standards, policies, and procedures. Rincon's proposed

budget for this task also includes up to four project status calls that will be held throughout the execution of the approved scope of work.

## Task 2: CEQA Project Initiation

Rincon will lead a CEQA kickoff meeting for the project in coordination with RailPros and City staff, consistent with COVID safety protocols, to confirm the CEQA approach, discuss project plans, and identify other relevant data pertaining to the project not already transmitted. Rincon will use this opportunity to tailor the environmental planning process to address specific needs and goals of the project and confirm the scope of technical study work, deliverables, and schedule. Rincon will prepare a meeting agenda, identify any outstanding needs, and prepare and circulate a meeting summary identifying action items after the kickoff meeting. The Project Initiation Task also includes internal project setup and initial coordination of the project team. Rincon will also visit the project site to confirm and document existing conditions.

## Task 3: Project Description

Within two weeks of the Project Initiation meeting and receipt of all requested project information, Rincon will provide an Administrative Draft Project Description (PD) to RailPros for review and comment. The Administrative Draft PD will include a description of the proposed project, including project purpose, project characteristics, and required discretionary approvals. The PD will include textual, tabular, and up to four graphic presentations. The PD will be based upon information provided by RailPros, including during (and in response to) the Project Initiation meeting, as well as any relevant existing studies and Rincon's familiarity with the project area. The PD will be revised based on City and RailPros comments received, and will be used as the basis of the environmental analysis for the IS-MND.

## Task 4: Administrative Draft IS-MND

Rincon will prepare an Administrative Draft IS-MND using the CEQA Appendix G Environmental Checklist. To the extent feasible, existing background reports, technical studies and other available databases will be used and impacts will be quantified and compared to quantitative significance thresholds. Additionally, Rincon will prepare required technical analysis to support the IS-MND (detailed below in Tasks 7-9). Where appropriate, impacts will be quantified in relation to established thresholds of significance. A determination of significance will be made for each issue area and mitigation measures will be provided as necessary for identified significant effects. The following describes our general approach to all CEQA checklist items.

- **Aesthetics.** Short-term and long-term visual impacts (i.e., visual character and views from adjacent areas) resulting from the project will be assessed based on a field review of the project site and surrounding area. The analysis will also consider light and glare impacts from additional aboveground pedestrian lighting associated with the rail crossing.
- **Agriculture and Forestry Resources.** The IS-MND will confirm that there would be no effect on farmland or forestland and that the project would not convert such lands to another use.
- **Air Quality/Greenhouse Gas Emissions.** Rincon will prepare an air quality analysis consistent with Ventura County Air Pollution Control District standards. Construction criteria pollutant emissions will be quantified using the California Emissions Estimator Model (CalEEMod). The analysis will also analyze the potential for the project to emit toxic air contaminants and odors from construction equipment. A quantitative operational emissions analysis will not be provided because the project would not be expected to result in such emissions.

**Environmental Services for Metrolink Station Pedestrian Undercrossing Project**

- **Biological Resources.** Rincon will conduct a review of existing literature/database sources, including the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database, CDFW Biogeographic Information and Observation System, California Native Plant Society Online Inventory of Rare and Endangered Plants, and U.S. Fish and Wildlife Service Information for Planning and Consultation and Critical Habitat Portal, to assess potential impacts to sensitive species, vegetation, habitats, trees, and nesting birds. Other resources include the Ventura County GIS databases, aerial photographs, topographic maps, and other readily available literature regarding biological resources potentially present on the project site. This scope of work assumes no wetlands or Waters of the U.S. are present on the project site or would be impacted by project activities.
- **Cultural Resources.** The cultural resources analysis for the IS-MND will be informed by the Cultural Resources Technical Report, as described under Task 8, which will identify potential impacts to historic resources, archaeological resources, and human remains. Mitigation measures will be included as needed.
- **Energy.** The energy analysis will assess the potential for wasteful, inefficient, or unnecessary consumption of energy resources. Construction energy usage will be quantified using CalEEMod. The analysis will also consider the project's consistency with state and local plans for renewable energy or energy efficiency.
- **Geology and Soils.** Based on readily available sources (such as the City's General Plan Safety Element and any additional geotechnical reports prepared for the site), this analysis will identify existing regional and site-specific geology and soils constraints (such as liquefaction, compressible soils, and subsidence). As necessary, the analysis will identify erosion control criteria and grading requirements to achieve consistency with the City's geologic and grading standards and policies. Rincon will also present a paleontological resources analysis summarizing the project's potential to impact paleontological resources. The assessment will provide the results of a literature review and record search, discuss the regional geology and the geologic unit(s) located within the project site, characterize the paleontological sensitivity of the geologic unit(s) using the Society of Vertebrate Paleontology paleontological sensitivity classification system, assess the potential for significant impacts to scientifically important paleontological resources under state and federal guidelines, and provide management recommendations for avoiding or reducing impacts to paleontological resources from project development as necessary. No fieldwork will be necessary to complete the paleontological analysis. This scope assumes Los Angeles County Museum Record Search direct expenses will not exceed \$600.
- **Greenhouse Gas Emissions.** Rincon will prepare a greenhouse gas (GHG) analysis consistent with Ventura County Air Pollution Control District and Camarillo standards. Construction GHG emissions will be quantified using CalEEMod. The analysis will also consider the project's consistency with applicable GHG regulations, plans, and policies. A quantitative operational emissions analysis will not be provided because the project would not be expected to result in such emissions.
- **Hazards and Hazardous Materials.** Rincon will address hazards risks based on a review of client-provided documents (if any), online historical aerial photographs, and readily available databases such as the State Water Resources Control Board GeoTracker and Department of Toxic Substances Control EnviroStor databases to identify known release sites and potential environmental concern sites. This analysis will also include a review of a Phase I ESA (if available). The nearby presence of educational facilities and airports will also be researched for

**Environmental Services for Metrolink Station Pedestrian Undercrossing Project**

potential hazardous material impacts. If significant impacts are identified, mitigation measures will be developed to avoid or minimize project impacts. This scope of work does not include a Hazardous Materials Technical Study or a site reconnaissance. If desired, Rincon is able to provide such services under an additional scope and fee.

- **Hydrology and Water Quality.** Existing hydrology/drainage data for the project area will be reviewed to identify any existing localized flooding or drainage problems. The review will consider changes in absorption rates, drainage patterns, storm drain improvements, and downstream effects. The potential for the project to violate water quality standards or waste discharge requirements will also be analyzed. National Pollutant Discharge Elimination System (NPDES) and associated local requirements will be referenced and incorporated as appropriate.
- **Land Use and Planning.** This discussion will analyze the relationship of the proposed project to applicable planning policies and ordinances, including the City's General Plan, Municipal Code, and the Southern California Association of Government's (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). Rincon's team will review any discrepancies between existing policies and the proposed project. Additionally, Rincon will assess the project's potential to divide an established community.
- **Mineral Resources.** This discussion will review readily available mineral resources mapping to determine whether the project would affect mineral resources.
- **Noise.** Rincon will prepare a noise and vibration analysis consistent with City standards. Rincon will characterize ambient noise levels based upon General Plan noise contours. Construction noise levels from the project will be analyzed using the Roadway Construction Noise Model (RCNM). In addition, construction vibration levels will be quantified at the nearest vibration sensitive receivers. A quantitative operational noise analysis will not be provided because the project would not be expected to result in noise generation.
- **Population/Housing.** The analysis will document that the proposed use would evaluate the potential for the project to result in substantial growth inducement or residential displacement. Impacts are not anticipated.
- **Public Services.** The project's effects related to the provision of services, including fire, law enforcement, and recreational services, will be evaluated. Data sources will include readily available documents, such as the City's General Plan and public service websites.
- **Recreation.** The analysis will address that the project would not have direct impacts to local recreation facilities or indirect impacts associated with the deterioration of parks due to increased demand for recreational facilities. Data sources will include the City's General Plan and General Plan EIR.
- **Transportation.** The proposed project involves construction of a pedestrian undercrossing. It is assumed this use at the site would not generate new vehicular trips to the site, and thus the project would not require a site-specific traffic study. Rather, Rincon will qualitatively assess the project's impacts on VMT. The IS-MND will also address impacts to the local and regional circulation system, transportation hazards associated with a crossing beneath the rail line, and emergency vehicle access.
- **Tribal Cultural Resources.** If requested, Rincon will assist with commencing the required AB 52 consultation, as described under Optional Subtask 8.5. The results of tribal consultation will be described in the IS-MND, and any mitigation measures required or requested by consulting tribes will be incorporated.
- **Utilities and Service Systems.** Impacts to existing infrastructure, including water, wastewater, solid waste, and electricity/natural gas facilities will be evaluated.

- **Wildfire.** Based on readily available sources (such as the City’s Safety Element and CAL FIRE maps), Rincon will discuss wildfire risk at the project site and how risks will be minimized through project features.
- **Mandatory Findings of Significance.** This section will address cumulative effects, impacts to biological or cultural resources, and impacts to human beings.

### **Task 5: Public Review Draft IS-MND and Notice of Intent (NOI)**

The Public Review Draft IS-MND will be comprised of the revised Administrative Draft IS-MND, with revisions and responses to two rounds of review incorporated. In preparation for public review of the Draft IS-MND, Rincon will provide a “street ready” version of the IS-MND to RailPros for review and approval prior to publication for public review; it is assumed that no substantive revisions will be necessary at this step. The required 30-day public review period for CEQA may be initiated upon RailPros and City approval of the “street ready” Draft IS-MND. This scope of work assumes Rincon will not attend a public hearing during the public review period.

Rincon will prepare the required Notice of Intent (NOI) to Adopt an IS-MND for the proposed project. This scope of work assumes the City will electronically file the NOI with the California State Clearinghouse (SCH) to initiate the public review period; the City will distribute the NOI to adjacent property owners, parties that have requested such notifications, and regulatory agencies; the City will file the NOI with the Ventura County Clerk Recorder (and provide the \$50 filing fee); and, the City will publish the NOI in a local newspaper circulated in the project area.

### **Task 6: Final IS-MND and Notice of Determination (NOD)**

During the public review period, following publication of the Public Review Draft IS-MND, public and agency comments will be collected on the Draft IS-MND, and Rincon will update the document to address these comments and incorporate revisions as necessary. It is anticipated that minimal revisions will be necessary between the Draft IS-MND and the Final IS-MND.

After collection of all public comments on the Draft IS-MND, Rincon will prepare draft responses to comments and revisions or additions to the IS-MND resulting from comments received on the Draft IS-MND. The Final IS-MND will be comprised of the responses to comments, revised or added portions of the Draft IS-MND, and a Mitigation Monitoring and Reporting Plan (MMRP). The MMRP will take the form of a detailed table to compile all mitigation measures for the project and provide all information necessary to monitor compliance with each measure, including identification of the parties responsible for monitoring compliance, timing when the mitigation and monitoring must occur, frequency of monitoring, and criteria to be used to determine compliance with each measure. Rincon will provide responses to one round of comments from RailPros and one round of comments from the City on the Final IS-MND, and incorporate associated revisions as needed.

Rincon will also complete the Notice of Determination (NOD) form for filing with the Ventura County Clerk’s office upon certification of the document and project approval. This scope of work assumes the City will electronically file the NOD with the California SCH and will provide payment for all filing fees associated with the NOD, including the Ventura County and California Department of Fish and Wildlife (CDFW) CEQA filing fees (\$2814 through 2023).



## Task 7: Cultural Resources

### Subtask 7.1: California Historical Resources Information System Records Search

Rincon will conduct a California Historical Resources Information System (CHRIS) records search of the project site and a 0.5-mile radius around it at the South-Central Coastal Information Center (SCCIC) located at California State University, Fullerton. The primary purpose of the records search is to identify any cultural resources known to exist within or adjacent to the project site. In addition to the resource records and reports, an examination will be made of historical maps, the National Register of Historic Places, California Register of Historical Resources, the Built Environment Resources Directory, the Archaeological Determinations of Eligibility list, and the listing of California Historical Landmarks. The records search will also reveal the nature and extent of any cultural resources work conducted within or near the project site. This scope assumes SCCIC direct expenses will not exceed \$1000. Due to ongoing COVID-19 restrictions, record search requests at SCCIC are typically fulfilled in 8-12+ weeks. If the results of record searches results will have schedule or budget ramifications, it will be communicated to RailPros in a timely manner to maintain the project schedule and allow RailPros to manage project risk effectively. This scope of work does not include an in-person search or processing of the results.

### Subtask 7.2: Native American Heritage Commission Sacred Lands File Request

On behalf of RailPros and the City of Camarillo, Rincon will contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) search. The SLF search will indicate whether recorded Sacred Lands are present within the vicinity of the project site. The NAHC will also provide a list of Native American contacts for the project, which will be provided to RailPros and the City. This does not constitute Assembly Bill 52 consultation.

### Subtask 7.3: Assembly Bill 52 Assistance Package

Under AB 52 (California Government Code Section 21080.3.1 (a)), the CEQA lead agency is required to begin consultation with California Native American Tribes that are traditionally and culturally affiliated with the project site prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report. Rincon will request an AB 52 consultation list from the NAHC and will assist with consultation under AB 52 by providing the lead agency with letter templates, checklists, and detailed instructions to help ensure meaningful consultation with interested Native American groups. Typically, NAHC list requests are fulfilled within 10-14 business days. After receipt of letters, Native American Tribes have 30 days to reply to a request for consultation under AB 52. Rincon assumes the lead agency will officially contact all applicable Tribes. Additionally, this assistance does not include an assessment of impacts to Tribal Cultural Resources for a CEQA document. Rincon can assist with these tasks for an additional cost.

This task will assist in general consultation with Native American Tribes beyond the initial letter invitations required by AB 52 (California Government Code Section 21080.3.1 (a)). Rincon will aid the City of Camarillo in language use, methodology, emails, and formal letter replies, and in-person communication between the City of Camarillo and all interested Tribal groups. Rincon will aid in the drafting of no more than 20 formal letters, 20 formal emails, and two in-person meetings. Virtual meetings can be substituted for in-person meetings. A table documenting these efforts will be created and attached to the report in an appendix alongside an example letter and all replies.

### Assumptions and Limitations:

- RailPros will provide mapping data for the project design in GIS or CAD formats.



- Project design will not be substantially revised after the City and RailPros approve of the Draft PD.
- Rincon will respond to one round of comments on the from RailPros and one round of comments from the City on all environmental deliverables.
- RailPros and City comments will be provided in a consolidated, editable format (Microsoft Word), and any internal conflicts between comments will have been resolved prior to providing them to Rincon.
- This scope of work assumes no more than 28 hours of professional staff effort to address public comments received on the Public Review Draft IS-MND.
- Rincon will provide an electronic version of all deliverables in electronic (word or PDF) format; no hard copies will be prepared.
- Environmental deliverables will not be an ADA-accessible document; a fully ADA-accessible document can be provided for an additional fee.
- This scope of work does not include Rincon’s attendance at a public meeting for the IS-MND.
- RailPros will arrange safe access and full right of entry to all portions of the project site prior to Rincon conducting a site visit.
- Special-status species, jurisdictional drainage features or other sensitive biological resources are not expected on the project site. Rincon can perform focused species surveys and a formal jurisdictional delineation, if necessary, under a separate scope and cost.
- Habitat restoration/revegetation plans and regulatory permitting are not included in this scope of work. Rincon can perform these services, if necessary, under a separate scope and cost.
- The direct expenses for the SCCIC records search will not exceed \$1000.
- The cultural resources records search will be negative.
- Rincon staff will conduct the scope of work in accordance with the latest relevant, local COVID-19 safety protocols and social distancing guidance. Should safety protocols and social distancing guidance change during Rincon’s authorized activities such that they may affect timeline or cost, we will consult with RailPros on next steps and the potential need to adjust the scope and cost.
- Rincon is not responsible for delays due to the COVID-19 pandemic, weather, site conditions (e.g., prohibited access, flooding, fire, safety) or other conditions out of Rincon’s control.

## Schedule

Rincon proposes a schedule that allows for completion of the Final IS-MND within 8 months of receipt of 1) authorization to proceed and 2) the necessary project and site information to guide the overall environmental analysis. The proposed schedule identified in the table below is a draft and is subject to change depending on input from RailPros, Union Pacific and the City, deliverable review times, and the number and complexity of public comments.



**Table 1 Proposed CEQA Schedule**

Task	Timeframe for Completion
Kickoff	1 week from authorization to proceed
CEQA Project Description	First Draft PD: 2 weeks from CEQA Project Initiation meeting and/or receipt of responses to data requests Second Draft PD: 1 week from receipt of RailPros comments on First Draft PD
Administrative Draft IS-MND	First Admin Draft: 12 weeks from receipt of City comments on Second Draft PD Second Admin Draft: 2 weeks from receipt of RailPros comments on First Admin Draft IS-MND
Public Review Draft IS-MND and NOI	2 weeks from receipt of City comments on Second Admin Draft IS-MND
Public Review Period	Draft IS-MND circulates for 30 days
Administrative Final IS-MND	First Admin Final IS-MND: 4 weeks from the close of the 30-day public review period Second Admin Final IS-MND: 2 weeks from receipt of RailPros comments on the First Admin Final IS-MND
Final IS-MND and NOD	2 weeks from receipt of City comments on Second Admin Final IS-MND

## Cost

Rincon will complete the proposed scope of work for a fee not-to-exceed the price of **\$55,158**. Rincon reserves the right to utilize budget among all tasks, such that the total does not exceed the overall cost provided. Additional services beyond those identified herein can be provided upon request on a time and expense reimbursement basis in accordance with Rincon’s standard fee schedule, attached. No additional services would be provided without express written authorization from the contract signatory.

This proposal is valid for a period of 30 days and is fully negotiable to meet the City’s needs. We appreciate the opportunity to assist with this project. If you have any questions regarding this proposal, please contact Taylor Freeman at (760) 517-9126 or [tfreeman@rinconconsultants.com](mailto:tfreeman@rinconconsultants.com), or Richard Daulton at (805) 706-0354 or [rdaulton@rinconconsultants.com](mailto:rdaulton@rinconconsultants.com).

Sincerely,  
**Rincon Consultants, Inc.**

Taylor Freeman  
Project Manager

Rich Daulton, MURP  
Principal/Vice President

## Attachments

- Attachment 1 Cost Sheet
- Attachment 2 Rincon 2023 Standard Fee Schedule



**RailPros, Inc. - Estimate**  
**City of Camarillo**  
**ST-14-05 Metrolink Undercrossing**



		RailPros, Inc.																	RailPros Total Hours	RailPros Total Task Cost	
Task Descriptions		Project Manager	Project Engineer	Project Controls Lead	Project Administration	Quality Assurance Manager	Railroad Coordinator	Sr. Utilities Lead	Utilities Coordinator	Sr. Civil Engineering Manager	Civil Engineer	Civil Designer	Structural Technical Advisor	Sr. Structural Engineering Manager	Structural Engineer	Structural CAD	Sr. Systems Engineering Manager	Sr. Systems Designer			Signal Systems Designer/CAD
<b>2 Phase 2 - Preliminary Engineering and PAED</b>		\$282.00	\$282.00	\$195.00	\$120.00	\$270.00	\$231.00	\$300.00	\$219.00	\$279.00	\$210.00	\$156.00	\$309.00	\$309.00	\$171.00	\$150.00	\$309.00	\$201.00	\$150.00		
2.1	General: Project Management, Meetings, Permits, Agreements & Coordination, Site Visit & Data Collection	387	59	36	166	4	34	3	12	82	8	74		19			29	14		927	\$218,922
2.1.1	Project Management/Team Coordination/Project Controls	137	24	36	126					30										353	\$75,912
2.1.2	Meetings - Stakeholder Meetings & PDT's	93	8				8			24				8			4			145	\$40,734
2.1.3	Stakeholder Coordination, Permits, Agreements, Easements - Railroads (UP, SCRRA, Amtrak), VCTC, Caltrans, Utilities (Fiber, Gas, etc.)	81	14				14	3	12	12				3			12	14		165	\$44,349
2.1.4	CPUC Formal Application	40	8		40	4	8			8		40		8			8			164	\$34,680
2.1.6	Site Visit, Data Collection, Review Existing Info	16	3				4				8	14					5			50	\$11,691
2.1.7	Public Outreach Communication Support/Exhibits	20	2							8		20								50	\$11,556
2.2	General Sheets/Utilities/Civil Site/Drainage/H&H	28								40	94	170								332	\$65,316
2.2.3	30% Plans, Estimate	20								28	64	110								222	\$44,052
2.2.4	30% Plans, Estimate Update	8								12	30	60								110	\$21,264
2.3	Structures & Phasing												4	23	70	150				247	\$42,813
2.3.3	30% Plans, Estimate												2	15	50	100				167	\$28,803
2.3.4	30% Plans, Estimate Update												2	8	20	50				80	\$14,010
2.4	Station Communications																80	100	380	560	\$101,820
2.4.1	30% Equipment Location Layout																80	100	380	560	\$101,820
2.5	Fiber (*Optional Based on Fiber Utility Approval)																30	65	115	210	\$39,585
2.5.2	30% Plans, Estimate																20	45	75	140	\$26,475
2.5.3	30% Plans, Estimate Update																10	20	40	70	\$13,110
2.6	Submittal Requirements Docs and Comment Resolution	18	22		16	2														58	\$13,740
2.6.3	30% Plans, Estimate	10	14		8	1														33	\$7,998
2.6.4	30% Plans, Estimate Update	8	8		8	1														25	\$5,742
2.15	Additional, As-Needed Support Services	25	25		25	10	25		10	25		25	10			10	25		10	225	\$52,455
2.15.1	As-Needed Support Services	25	25		25	10	25		10	25		25	10			10	25		10	225	\$52,455
		<b>RailPros Staff Summary</b>																			
Total Staff Hours		458	106	36	207	16	59	3	22	147	102	269	14	42	70	160	164	179	505	2559	\$534,651
Total Staff Costs		\$129,156	\$29,892	\$7,020	\$24,840	\$4,320	\$13,629	\$900	\$4,818	\$41,013	\$21,420	\$41,964	\$4,326	\$12,978	\$11,970	\$24,000	\$50,676	\$35,979	\$75,750		
																			ODC's	\$ 61,500	
																			<b>Total</b>	<b>\$ 596,151</b>	
<b>Task Subconsultants</b>																					
Hydro Solutions, Inc.																				\$24,250	
Leighton Group, Inc.																				\$50,248	
Rincon Consultants, Inc.																				\$55,158	
Psomas (Survey Support)																				\$25,000	
																			<b>Subconsultant Total</b>	<b>\$ 154,656</b>	
<b>Task Total</b>																				<b>\$ 750,807</b>	



## RailPros, Inc./Hydrosolutions - Estimate City of Camarillo

### ST-14-05 Metrolink Undercrossing

Task Descriptions		Hydrosolutions, Inc.		
		Stormwater Specialist	Subconsultant Total Hours	Subconsultant Total Cost
		\$150.00		
<b>2</b>	<b>Phase 2 - Preliminary Engineering and PAED</b>			
2.7	Water Quality and Erosion Control	160	160	\$24,000
2.7.1	Draft RL2 SWPPP and Erosion Control Plan	60	60	\$9,000
2.7.2	Stormwater Quality Control Plan	100	100	\$15,000

Total Staff Hours  
Total Staff Costs

Hydrosolutions Staff Summary		
160	160 Hours	\$24,000
\$24,000		

ODC's	\$ 250
<b>Total</b>	<b>\$ 24,250</b>

travel 1 site visit



**RailPros, Inc./Leighton Group, Inc.- Estimate**  
**City of Camarillo**  
**ST-14-05 Metrolink Undercrossing**

		Leighton Group, Inc.						
Task Descriptions		Senior Principal	Associate Engineer	Senior Project Geologist	Staff Engineer / Geologist	Drafting	Subconsultant Total Hours	Subconsultant Total Cost
		\$293.00	\$221.00	\$198.00	\$143.00	\$131.00		
<b>2</b>	<b>Phase 2 - Preliminary Engineering and PAED</b>							
2.1	General: Project Management, Meetings, Permits, Agreements & Coordination, Site Visit & Data Collection	2	22		4		28	\$6,020
2.1.1	Project Management/Coordination/Project Controls		12		4		16	\$3,224
2.1.2	Meetings - Stakeholder Meetings & PDT's	2	10				12	\$2,796
2.9	Geotechnical/Phase 1 ESA	12	50	16	88	10	176	\$31,628
2.9.1	Geotechnical - 2 borings, 2 infiltration tests, Laboratory testing, 1 Geotechnical Report and 2 Response Reports	10	50	8	60	8	136	\$25,192
2.9.2	Phase 1 ESA	2		8	28	2	40	\$6,436
		<b>Leighton Staff Summary</b>						
Total Staff Hours		14	72	16	92	10	204 Hours	\$37,648
Total Staff Costs		\$4,102	\$15,912	\$3,168	\$13,156	\$1,310		
							ODC's	\$ 12,600
							<b>Total</b>	<b>\$ 50,248</b>



**RINCON CONSULTANTS, INC.**  
**22-13995 City of Camarillo - Metrolink Station**  
**Pedestrian Underpass Project**  
**Cost Estimate**

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
<b>Task 1: Project Management</b>		28.00	5,068.00	0.00	5,068.00
		28.00	5,068.00	0.00	5,068.00
<b>Task 2: CEQA Project Initiation</b>		10.00	2,142.00	0.00	2,142.00
		10.00	2,142.00	0.00	2,142.00
<b>Task 3: Project Description</b>		16.00	3,142.00	0.00	3,142.00
		16.00	3,142.00	0.00	3,142.00
<b>Task 4: Administrative Draft IS-MND</b>		151.00	28,471.00	690.00	28,471.00
		151.00	28,471.00	690.00	28,471.00
<b>Task 5: Public Review Draft IS-MND and NOI</b>		28.00	5,711.00	0.00	5,711.00
		28.00	5,711.00	0.00	5,711.00
<b>Task 6: Final IS-MND and NOD</b>		20.00	3,942.00	0.00	3,942.00
		20.00	3,942.00	0.00	3,942.00
<b>Task 8: Cultural Resources</b>		25.00	4,992.00	1,000.00	4,992.00
Subtask 8.1: CHRIS Records Search		5.00	927.00	1,000.00	927.00
Subtask 8.2: NAHC Lands File Request		4.00	747.00	0.00	747.00
Subtask 8.5: Assembly Bill 52 Assistance Package		16.00	3,318.00	0.00	3,318.00
<b>Project Total</b>		<b>278.00</b>	<b>53,468.00</b>	<b>1,690.00</b>	<b>55,158.00</b>

**Direct Expenses Summary**

	Amount
Record Search	1,600.00
Vehicle Day Rate	90.00
<b>Direct Expenses Subtotal</b>	<b>1,690.00</b>



**RailPros, Inc. - Estimate**  
**City of Camarillo**  
**ST-14-05 Metrolink Undercrossing**

Task Descriptions	
2	Phase 2 - Preliminary Engineering and PAED
2.8	Surveying and ROW
2.8.1	As Needed Surveying and ROW

Total Staff Hours  
 Total Staff Costs

Psomas								
Photogrametris	Two Person Crew	Project Assistant	Surveyor	Project Surveyor	Project Manager	Principal	Subconsultant Total Hours	Subconsultant Total Cost
\$170.00	\$315.00	\$110.00	\$170.00	\$170.00	\$200.00	\$195.00		
10	33	4	30	14	14	2	107	\$23,205
10	33	4	30	14	14	2	107	\$23,205
RSE Staff Summary								
10	33	4	30	14	14	2	107 Hours	\$23,205
\$1,700	\$10,395	\$440	\$5,100	\$2,380	\$2,800	\$390		

ODC's	\$ 1,795
<b>Total</b>	<b>\$ 25,000</b>

**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 Robert Williams.

2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: \$750,807.

**KEY PERSONNEL:**

Name	Title/Position
<b>Robert Williams</b>	<b>Project Manager</b>
<b>Danielle Libring</b>	<b>Project Engineer</b>

**SUBCONSULTANTS:**

Name
<b>Hydro Solutions, Inc.</b>
<b>Leighton Group, Inc.</b>
<b>Rincon Consultants, Inc.</b>
<b>Psomas</b>

**FEE SCHEDULE – See Attached**

## EXHIBIT B

### PHASE 2 RATE SHEET

<b>Position</b>	<b>Rate</b>
Project Manager	\$ 292.34
Project Engineer	\$ 295.45
Project Controls Lead	\$ 202.15
Project Administration	\$ 124.40
Quality Assurance Manager	\$ 279.90
Railroad Coordinator	\$ 239.47
Sr. Utilities Lead	\$ 311.00
Utilities Coordinator	\$ 227.03
Sr. Civil Engineering Manager	\$ 289.23
Civil Engineer	\$ 217.70
Civil Designer	\$ 161.72
Structural Technical Advisor	\$ 320.33
Sr. Structural Engineering Manager	\$ 320.33
Structural Engineer	\$ 177.27
Structural CAD	\$ 155.50
Sr. Systems Engineering Manager	\$ 320.33
Sr. Systems Engineer/Support	\$ 217.70
Sr. Systems Designer	\$ 217.70
Signal Systems Designer/CAD	\$ 155.50

2023 proposed rates and categories, escalation or additional positions may apply.

Sub Consultant Rates

**HYDROSOLUTIONS, INC. RATE SHEET**

<b>Position</b>	<b>Rate</b>
Principal/Stormwater Manager	\$ 220.00
Project Engineer	\$ 165.00

**LEIGHTON GROUP, INC. RATE SHEET**

<b>Position</b>	<b>Rate</b>
Senior Principal	\$ 322.30
Associate Engineer	\$ 243.10
Senior Project Geologist	\$ 217.80
Staff Engineer/Geologist	\$ 157.30
Drafting	\$ 144.10

**PSOMAS RATE SHEET**

<b>Position</b>	<b>Rate</b>
Photogrammetrist	\$ 204.00
Two Person Crew	\$ 378.00
Project Assistant	\$ 132.00
Surveyor	\$ 204.00
Project Surveyor	\$ 204.00
Project Manager	\$ 240.00
Principal	\$ 234.00



### Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	\$295
Director II	\$295
Principal I	\$285
Director I	\$285
Senior Supervisor II	\$268
Supervisor I	\$250
Senior Professional II	\$234
Senior Professional I	\$218
Professional IV	\$194
Professional III	\$180
Professional II	\$160
Professional I	\$143
Associate III	\$120
Associate II	\$107
Associate I	\$100
Field Technician	\$86
Data Solutions Architect	\$180
Senior GIS Specialist	\$172
GIS/CADD Specialist II	\$153
GIS/CADD Specialist I	\$138
Technical Editor	\$135
Project Accountant	\$115
Billing Specialist	\$98
Publishing Specialist	\$110
Clerical	\$98

\* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$380.

### Reimbursable Expenses

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

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

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

**Annual Escalation.** Standard rates subject to annual escalation based on CPI (Consumer Price Index) for appropriate geographic area.

**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 ten (10) days from receipt or per the contractually required payment terms.



Equipment	Rate
<b>Environmental Site Assessment</b>	
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
<b>Natural Resources Field Equipment</b>	
UAS Drone	\$276
Spotting or Fiberoptic Scope	\$170
Pettersson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Sub-meter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
<b>Water and Marine Resources Equipment</b>	
Boat (26 ft. Radon or Similar)	\$621
Boat (20 ft. Boston Whaler or Similar)	\$345
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
<b>Field Equipment Packages</b>	
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 (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.))	\$57/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$57
<b>Insurance, Hazard and Fees</b>	
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	\$5,000,000 / \$10,000,000 aggregate
Business Automobile Liability	\$2,000,000
Workers' Compensation	Statutory
Professional Liability	\$2,000,000

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.

The following persons or entities must also be named as additional insureds:

- Union Pacific Railroad Co
- Ventura County Transportation Commission (VCTC)
- Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency (LOSSAN)
- Southern California Regional Rail Authority (SCRRA)/Metrolink

4. **Business Automobile Insurance.** The business automobile insurance coverage must be at least as broad as ISO Business Auto Coverage form CA 00 01, covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount stated above per combined single limit for each accident. Such insurance must include both a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement, both in favor of the City, its officers, employees, agents, and volunteers.
5. **Workers' Compensation.** If Consultant has any employees, Consultant must maintain workers' compensation insurance (statutory limits) and employer's liability insurance (with limits of at least \$1,000,000). Such insurance must include a waiver of subrogation endorsement in favor of City, its officers, employees, agents, and volunteers.
6. **Professional Liability (Errors & Omissions) Insurance.** The professional liability insurance must cover the services to be performed under this Agreement. The coverage must be provided on a

“claims made” basis. Consultant must maintain continuous coverage through a period not less than three years after the completion of the services required under this Agreement.

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

the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.

- 12. Required Insurance for Subconsultants/Subcontractors.** Consultant agrees to ensure that any subconsultants/subcontractors providing services under this Agreement provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to review and monitor all such coverage and assumes responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement.
- 13. Right to Revise Insurance Specifications.** City reserves the right to change the amounts and types of insurance required by giving Consultant at least 90 days advance written notice of such change. If such change results in substantial additional cost to Consultant, the parties may renegotiate Consultant's compensation.
- 14. Timely Notice of Claims.** Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.