



**CITY OF CAMARILLO**

**PROFESSIONAL SERVICES AGREEMENT**

**With**

**BONDY GROUNDWATER CONSULTING, INC.**

**For**

**GROUNDWATER HYDROGEOLOGY TECHNICAL SERVICES**

## **TABLE OF CONTENTS**

	<b><u>Page No.</u></b>
Section 1. Term of Agreement. ....	1
Section 2. Scope and Performance of Services. ....	1
Section 3. Additional Services and Changes in Services. ....	2
Section 4. Familiarity with Services and Site. ....	2
Section 5. Compensation and Payment. ....	2
Section 6. Required Documentation Prior to Performance. ....	3
Section 7. Time of Performance; Excusable Delays; Extensions. ....	3
Section 8. Cooperation by City. ....	4
Section 9. Project Documents. ....	4
Section 10. Confidential Information; Release of Information. ....	4
Section 11. Consultant's Books and Records. ....	5
Section 12. Status of Consultant. ....	5
Section 13. Compliance with Applicable Laws. ....	6
Section 14. Unauthorized Aliens. ....	6
Section 15. Conflicts of Interest. ....	6
Section 16. Indemnification. ....	7
Section 17. Insurance. ....	8
Section 18. Assignment. ....	8
Section 19. Default; Limitations on Liability. ....	8
Section 20. Termination of Agreement. ....	9
Section 21. Notices. ....	9
Section 22. General Provisions. ....	10
 Exhibit A – Scope Of Services .....	 A-1
Exhibit B – Key Personnel & Compensation .....	B-1
Exhibit C – Insurance .....	C-1

## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of December 8, 2021 ("**Effective Date**"), and is between the City of Camarillo, a California municipal corporation and general law city ("**City**") and Bondy Groundwater Consulting, 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 on June 30, 2024, unless extended by mutual agreement. This Agreement may be extended for up to two (2) one-year terms by the Camarillo City Council.

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

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

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

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

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

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

**Section 5. Compensation and Payment.**

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

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

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

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

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

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

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

## **Section 8. Cooperation by City.**

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

## **Section 9. Project Documents.**

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

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

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

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

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

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

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

**Section 12. Status of Consultant.**

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

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

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

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

**Section 14. Unauthorized Aliens.**

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

**Section 15. Conflicts of Interest.**

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

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

**Section 16. Indemnification.**

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

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

## **Section 17. Insurance.**

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

## **Section 18. Assignment.**

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

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

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

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

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

**Section 20. Termination of Agreement.**

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

**Section 21. Notices.**

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

To City:

City of Camarillo  
601 Carmen Drive  
Camarillo, California 93011

Attention: Ken Matsuoka

Tel. (805) 388-5340  
Fax (805) 388-5387  
e-mail [\\_kmatsuoka@cityofcamarillo.org](mailto:_kmatsuoka@cityofcamarillo.org)

To Consultant:

Bondy Groundwater Consulting, Inc.  
10488 Graham Court  
Ventura, CA 93004

Attention: Bryan Bondy

Tel. (805) 212-0484  
e-mail [Bryan@BondyGroundwater.com](mailto:Bryan@BondyGroundwater.com)

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

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

**Section 22. General Provisions.**

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

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

**CITY OF CAMARILLO**



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

**ATTEST:**




\_\_\_\_\_  
Carrie Weal, Interim City Clerk

**CONSULTANT:**

**BONDY GROUNDWATER CONSULTING, INC., a California corporation**



\_\_\_\_\_  
Bryan Bondy, President



\_\_\_\_\_  
Lisa Bondy, Secretary

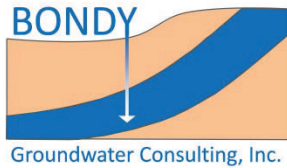
Camarillo Business Tax Certificate No. 046285 / Expiration Date 12/31/2022

**EXHIBIT A**

**SCOPE OF SERVICES**

**[Attached]**

# EXHIBIT A



## Scope of Work and Fee Estimate

**To:** Lucia M. McGovern, City of Camarillo  
Ken Matsuoka, City of Camarillo

**From:** Bryan Bondy, Bondy Groundwater Consulting  
Tim Thompson and Andy Lapostol, GSI Water Solutions

**Date:** November 8, 2021

**RE:** Scope of Work for Professional Hydrogeological Services Related to the North Pleasant Valley Desalter Project

---

Bondy Groundwater Consulting, Inc. (BGC) and GSI Water Solutions, Inc. (GSI), are pleased to present this scope of work and fee estimate for professional hydrogeological services related to the North Pleasant Valley Desalter Project (NPV Desalter). The following scope of work is based on the October 26, 2021 conference call with Bryan Bondy and related follow-up e-mails. BGC will be the prime consultant for this work; GSI will subcontract to BGC.

## Scope of Work

Following are brief descriptions of tasks that will be completed.

### Task 1 – Desalter Annual Reports

Our team will make data requests, compile data, and prepare the required annual reports for each calendar year, due by April 1 to FCGMA. The annual reports will include applicable information required pursuant to the revised Monitoring and Contingency Plan (MCP). The reports will be developed based on the existing report template and we assume that the City will provide the native source files for the report. For budgeting purposes, we assume one draft of each annual report will be prepared and finalized following City review. We assume that the City will provide one set of consolidated comments on each draft report.

#### Subtask 1.1 – 2021 Annual Report

Prior to preparation of the 2021 calendar year annual report, our team will review the existing report template and discuss any proposed modifications offered by the City or our team. We understand that NPV Desalter startup is scheduled for November 2021 and that the monitoring program has been built out since the most recent annual report. Thus, the report template will need to be expanded for 2021 to include the additional reporting elements not included in prior reports. Based on a preliminary comparison of the revised MCP and prior reports, we have identified the following reporting elements that will need to be expanded or developed from scratch:

- Section 2: Add groundwater production summary;
- Section 3: Add groundwater level contours, groundwater level hydrographs, and add a discussion of groundwater conditions;

## EXHIBIT A

### SCOPE OF WORK FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES RELATED TO THE NORTH PLEASANT VALLEY DESALTER PROJECT

- Section 4: Add groundwater quality data from wells not reported in prior years;
- Section 5: Add evaluation of brackish water extent and whether the plume is moving southeast;
- Section 6: Add estimates of subsurface inflow from East Las Posas Basin. This will require analysis of data available in the Pleasant Valley Basin and Las Posas Valley Basin groundwater sustainability plans and potential consultation with the groundwater modelers for Calleguas MWD and UWCD (\$2,500 is included in the budget under outside services to consult with Calleguas MWD modelers);
- Section 7: Add evaluation of InSAR data (for land subsidence) and summary of any elevation surveys performed by the City; and
- Section 8: Add discussion of operational data relative to monitoring contingency measures.
- Surface Water Monitoring: The current annual report template does not include required surface water monitoring elements. Our team will add a new report section for surface water monitoring to document the two required surface monitoring components. For the first component, our team will compile surface water gage data and calculate baseflow and stormwater percolation to the North Pleasant Valley Basin for 2016 through 2021 in accordance with methods presented in the 2016 modeling report (to bridge the gap between data presented in the 2016 modeling report and current). For the second component, our team will compile and map the visual observations of the Arroyo Las Posas streamflow terminus reported in a series of technical memoranda provided by Calleguas MWD. We will cover the period 2014 through June 2020 (to bridge the gap between data presented in the 2016 modeling report and most recent available data).

#### Subtask 1.2 – 2022 Annual Report

The 2022 annual report will be prepared using the updated template annual report template created for the 2021 annual report.

#### Subtask 1.3 – 2023 Annual Report

The 2023 annual report will be prepared using the updated template annual report template created for the 2021 annual report.

### Task 2 – Surface Water Monitoring (2022-2024)

FCGMA Resolution 2016-04 and the MCP include two surface water monitoring components that will be addressed by this task.

One component involves compiling data from two surface water gages maintained by Ventura County Watershed Protection District (gage nos. 841/841a and 806/806a). Data from the gages will be used to estimate baseflow and stormwater percolation to the Pleasant Valley Basin in accordance with methods presented in the 2016 modeling report.

The second component is visual monitoring of the terminus of stream flow in the Arroyo Las Posas near the boundary between the Las Posas Valley Basin and Pleasant Valley Basin. The MCP states that the City will take over monthly monitoring of the streamflow terminus if Calleguas MWD discontinues monitoring. Calleguas MWD discontinued the streamflow terminus monitoring in June 2020. Our team will resume the monthly visual monitoring of the Arroyo Las Posas streamflow terminus using visual methods similar to those implemented by Calleguas MWD. We assume the City will assist our team with obtaining access to the arroyo and/or observation points located above the streambed.

### Task 3 – Fox Canyon Groundwater Management Agency Coordination (2022-2024)

Our team will monitor status of GSP implementation and other activities by FCGMA that may affect the NPV Desalter and notify the City of any potential concerns. We will represent the City in periodic meetings with FCGMA, UWCD, and stakeholders to provide NPV Desalter project status updates and we will be available to assist the City with responding to questions about project operations and groundwater conditions, which may arise from

## EXHIBIT A

### SCOPE OF WORK FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES RELATED TO THE NORTH PLEASANT VALLEY DESALTER PROJECT

time to time. For budgeting purposes, we have assumed two meetings per year that will be attended in either Camarillo or Ventura during the three-year contract duration (i.e., six meetings total).

#### Task 4 – Desalter Operations Support to City Staff (2022-2024)

Our team will request, receive, compile, and review data relevant to the MCP on an ongoing basis for compliance with FCGMA Resolution 2016-04 and the MCP. We will make recommendations for operational adjustments to the NPV Desalter, as needed, to comply with the MCP or achieve other City objectives. We will alert City staff of any deviations from the MCP contingency triggers or concerning trends as soon as we learn of them. Our team will assist the City with notifying FCGMA within one month of any unexpected or critical results from project monitoring, such as rapidly dropping water levels, approach of target groundwater elevations, any contingency triggers reached or exceeded, any implemented pumping reductions or increases, or unexpected water quality analysis results. Lastly, we will assist City staff with investigating any unexpected well operational issues (e.g., declining production rates, changes in water quality, etc.).

#### Task 5 – New Desalter Well: Well Design, Technical Specifications, and Bid Support

The City is planning to construct a new production well at the NPV Desalter facility to provide standby groundwater production capacity for the NPV Desalter project. BCG and GSI will prepare a well design and technical specifications for incorporation into contract documents for bidding. The technical specifications package will include procedural requirements for the following aspects of well construction:

- Pilot Hole Drilling
- Geophysical Logging
- Final Well Drilling and Alignment
- Well Casing, Screened Interval, and Well Construction
- Gravel Pack and Sanitary Seal
- Well Development and Production Testing
- Video Survey
- Disinfection Procedures

We assume the City will hire a design firm under separate contract to design associated well appurtenances, well pump, pipeline connection to the Desalter, electrical, controls, and other related project elements. Our team will provide bid phase support services related to the well construction portion of the project. We will coordinate with the design firm on design and specification elements that overlap with the well.

For budgeting purposes, it is assumed that BGC and GSI will have up to 2 meetings with the City and/or design firm to discuss project details and logistics prior to producing a draft and final Technical Specifications package for the City to review. The Technical Specifications will be incorporated by the City's design firm into the City's standard "front-end" bid documents along with overall plans and other specifications to be provided by the design firm.

This task does not include construction management and oversight during well construction; it is assumed that our team will provide a cost estimate for those services at a later date under separate cover.

#### Task 6 – Well D Replacement Preliminary Evaluation

The City is planning to replace Well D in several years. A well site has been identified on former agricultural land in general proximity to Well D. An existing agricultural well is located at the Well D replacement site and is believed to produce groundwater with potentially problematic levels of hydrogen sulfide. A preliminary evaluation of the project area hydrogeology and water quality profiling of the existing agricultural well are proposed to provide information necessary evaluate whether a different well site should be considered or whether hydrogen sulfide mitigation measures (i.e., treatment of produced water) will be required. The goal of the water quality

## EXHIBIT A

### SCOPE OF WORK FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES RELATED TO THE NORTH PLEASANT VALLEY DESALTER PROJECT

---

profiling is to identify the depths from which hydrogen sulfide is being produced. If specific, discrete zones are identified, it may be possible to design the replacement well to avoid them, thereby reducing hydrogen sulfide treatment needs. For budgeting purposes, we assume that the City will coordinate access to the agricultural well.

#### Subtask 6.1 – Review Project Area Hydrogeology

BGC and GSI will review reports and data concerning the hydrogeology of the project area. The well site is located near the Springville fault zone, which may be a key factor in the presence of hydrogen sulfide in the produced groundwater. Our review of the hydrogeology will focus on this aspect.

#### Subtask 6.2 – Agricultural Well Video Logging

Prior to water quality profiling the agricultural well, a video log of the well should be obtained to assess whether the well is amenable to water quality profiling and to confirm the well construction details. BGC and GSI will assist the City with obtaining video logging quotes and selecting a contractor to perform the work. We will oversee the video logging activities and review the video log. It is assumed that the video logging services can be procured as professional services (i.e., no formal bidding required) and that those services will be billed directly to the City.

#### Subtask 6.3 – Agricultural Well Water Quality Profiling

Following the completion of subtasks 1 and 2, BGC and GSI will develop a scope of work for water quality profiling of the agricultural well and will assist the City with obtaining contractor quotes. We will review the contractor quotes and recommend the selection of a contractor to perform the water quality profiling. Various options for well water quality profiling will be assessed. Water quality profiling will be essential in determining if there are specific aquifer zones that produce hydrogen sulfide or other constituents of concern. Knowing the depth and extent of these zones will allow the replacement well to be designed such that certain zones are minimized or avoided, and the overall water quality is improved. It is assumed that the water quality profiling services can be procured as professional services (i.e., no formal bidding required) and that the contractor and analytical laboratory services (for water quality sample testing) will be billed directly to the City.

Our team will oversee the well water quality profiling activities and coordinate with the City's analytical laboratory for water quality testing. For budgeting purposes, we assume that the water quality profiling activities will last two days.

#### Subtask 6.4 – Technical Memorandum

Our team will prepare a technical memorandum summarizing the results of the project area hydrogeology evaluation, agricultural well video logging and water quality profiling results, and any resulting recommendations for the Well D replacement project.

### Task 7 – Project Management and Coordination

This task includes overall project management and coordination with the City during 2022 – 2024. Bryan Bondy will serve as the overall project manager and will provide periodic status updates to City staff. Invoices will be submitted monthly together with a brief status report. This task also includes budget for periodic coordination meetings with the City, as needed. For budgeting purposes, we have assumed semi-annual meetings in Camarillo (i.e., six meetings total during the three-year contract duration).

### Fee Estimate

Our team's proposed fee to complete the tasks on a time-and-materials basis is \$361,750. The City of Camarillo will only be billed for actual time spent on the project, and the budget will not be exceeded without your prior approval. The following table provides a breakdown of the budget by task. Fee schedules are attached to this memorandum. Our fees schedules will be reviewed annually with the City for potential reasonable increases based on market conditions and consumer price index trends.

## EXHIBIT A

### SCOPE OF WORK FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES RELATED TO THE NORTH PLEASANT VALLEY DESALTER PROJECT

Description	Labor Hours	Labor Cost	Outside Services	Direct Expenses	Markup on Subcontract Services	Total
<b>Task 1 – Desalter Annual Reports</b>	442	\$85,206	\$2,500	\$0	\$2,421	\$90,127
Subtask 1 – 2021 Report	196	\$37,906	\$2,500	\$0	\$1,141	\$41,547
Subtask 2 – 2022 Report	123	\$23,650	\$0	\$0	\$640	\$24,290
Subtask 3 – 2023 Report	123	\$23,650	\$0	\$0	\$640	\$24,290
<b>Task 2 – Surface Water Monitoring (2022-2024)</b>	256	\$64,551	\$0	\$851	\$171	\$65,573
<b>Task 3 – FCGMA Coordination (2022-2024)</b>	204	\$45,870	\$0	\$0	\$898	\$46,768
<b>Task 4 – Desalter Operations Support to City Staff (2022-2024)</b>	228	\$45,936	\$0	\$0	\$1,366	\$47,302
<b>Task 5 – New Desalter Well: Well Design, Technical Specifications, and Bid Phase Support</b>	162	\$31,020	\$0	\$56	\$1,189	\$32,265
<b>Task 6 – Well D Replacement Preliminary Evaluation</b>	204	\$36,619	\$0	\$168	\$1,496	\$38,283
Subtask 1 – Review Project Area Hydrogeology	34	\$6,622	\$0	\$0	\$228	\$6,850
Subtask 2 – Agricultural Well Video Logging	23	\$4,235	\$0	\$56	\$160	\$4,451
Subtask 3 – Agricultural Well Water Quality Profiling	76	\$13,024	\$0	\$112	\$600	\$13,736
Subtask 4 – Technical Memo	71	\$12,738	\$0	\$0	\$508	\$13,246
<b>Task 7 – Project Management and Coordination</b>	162	\$40,788	\$0	\$0	\$644	\$41,432
<b>Project Totals</b>	<b>1658</b>	<b>\$349,990</b>	<b>\$2,500</b>	<b>\$1,075</b>	<b>\$8,185</b>	<b>\$361,750</b>

## Closing

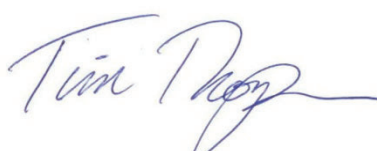
Thank you for considering our proposal. We are excited about the opportunity to work with the City on this important project. We want to ensure you that this project team will be committed to providing excellent service to you. We hope to build a long-term partnership with you and help ensure successful desalter operations.

Bondy Groundwater Consulting, Inc.



Bryan Bondy, PG, CHG  
President

GSI Water Solutions, Inc.



Tim Thompson, PG, CHG  
Principal Hydrogeologist

Attachments:

- A. BGC Fee Schedule
- B. GSI Fee Schedule

**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 Bryan Bondy, Project Manager.

2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: \$361,750.

**FEE SCHEDULE**

**(Complete or attached Separate Schedule)**

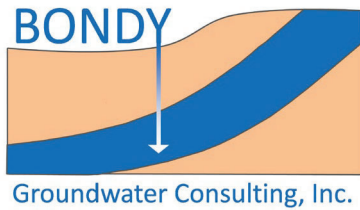
**KEY PERSONNEL:**

<b>Name</b>	<b>Title/Position</b>	<b>Rate (Per Hour)</b>
Bryan Bondy	Project Manager	
Tim Thompson	Technical Reviewer/GSI	
John Porcello	Groundwater Modeler/GSI	
Brian Franz	Staff Hydrogeologist/GSI	
Andy Lapostol	Staff Hydrogeologist/GSI	

**SUBCONSULTANTS:**

<b>Name</b>
GSI Water Solutions, Inc.

## EXHIBIT B



### SCHEDULE OF FEES

#### City of Camarillo

#### Professional Hydrogeological Services Related to the North Pleasant Valley Desalter Project

Service or Charge	Fees through 12/31/2022	Fees 1/1/2023 through 12/31/2023	Fees 1/1/2024 through 12/31/2024
Professional Hydrogeologic Services	\$235/hour	\$244/hour	\$254/hour
GIS or Modeling Software Charge:	\$30/hour	\$30/hour	\$30/hour
Vehicle Mileage:	IRS Rate	IRS Rate	IRS Rate
Expenses:	Cost Plus 5%	Cost Plus 5%	Cost Plus 5%

#### Notes:

1. The hourly rate for trial preparation and expert witness testimony is 1.5 times the standard billing rate shown above.
2. Labor rates shown above include a 4% annual increase. If the 12-month Consumer Price Index for the Los Angeles area exceeds 8%, the annual increase will be re-negotiated and mutually agreed upon through a future contract amendment.

## EXHIBIT B



## 2022 GSI Fee Schedule

Labor Category	Hourly Rate
<b>Technical Professionals</b>	
Principal	\$215 – \$280
Tim Thompson	\$270
Jeff Barry	\$270
Supervising	\$175 – \$235
Managing	\$150 – \$185
Consulting	\$135 – \$160
Andres Lapostol	\$140
Brian Franz	\$160
Project	\$120 – \$140
John Gauthier	\$130
Staff	\$100 – \$130
<b>Other Services</b>	
GIS/Graphics	\$105 – \$120
Editor/Documents	\$95 – \$110
Administration	\$100

The hourly rate for trial preparation and expert witness testimony is 1.5 times the standard billing rate shown above.

### Expenses

- **Mileage:** IRS authorized rate/mile plus 10 percent markup
- **Direct expenses and outside services:** Cost plus 10 percent markup

### Payment

GSI invoices will be submitted monthly. Payment is due within thirty (30) days of receipt of invoice. Invoices paid more than thirty (30) days after the invoice date are subject to a finance charge of one percent (1%) per month.

**Rates effective from contract execution through 12/31/2022. Rates will increase by 4% each year. If the 12-month Consumer Price Index for the Los Angeles Area exceeds 8%, the annual increase will be re-negotiated and mutually agreed upon through a future contract amendment.**

## EXHIBIT B



## 2023 GSI Fee Schedule

Labor Category	Hourly Rate
<b>Technical Professionals</b>	
Principal	\$224 - \$291
Tim Thompson	\$281
Jeff Barry	\$281
Supervising	\$182 - \$244
Managing	\$156 - \$192
Consulting	\$140 - \$166
Andres Lapostol	\$146
Brian Franz	\$166
Project	\$125 - \$146
John Gauthier	\$135
Staff	\$104 - \$135
<b>Other Services</b>	
GIS/Graphics	\$109 - \$125
Editor/Documents	\$99 - \$114
Administration	\$104

The hourly rate for trial preparation and expert witness testimony is 1.5 times the standard billing rate shown above.

### Expenses

- **Mileage:** IRS authorized rate/mile plus 10 percent markup
- **Direct expenses and outside services:** Cost plus 10 percent markup

### Payment

GSI invoices will be submitted monthly. Payment is due within thirty (30) days of receipt of invoice. Invoices paid more than thirty (30) days after the invoice date are subject to a finance charge of one percent (1%) per month.

**Rates effective 1/1/2023 - 12/31/2023. Rates will increase by 4% each year. If the 12-month Consumer Price Index for the Los Angeles Area exceeds 8%, the annual increase will be re-negotiated and mutually agreed upon through a future contract amendment.**

## EXHIBIT B



## 2024 GSI Fee Schedule

Labor Category	Hourly Rate
<b>Technical Professionals</b>	
Principal	\$233 - \$303
Tim Thompson	\$292
Jeff Barry	\$292
Supervising	\$189 - \$254
Managing	\$162 - \$200
Consulting	\$146 - \$173
Andres Lapostol	\$151
Brian Franz	\$173
Project	\$130 - \$151
John Gauthier	\$141
Staff	\$108 - \$141
<b>Other Services</b>	
GIS/Graphics	\$114 - \$130
Editor/Documents	\$103 - \$119
Administration	\$108

The hourly rate for trial preparation and expert witness testimony is 1.5 times the standard billing rate shown above.

### Expenses

- **Mileage:** IRS authorized rate/mile plus 10 percent markup
- **Direct expenses and outside services:** Cost plus 10 percent markup

### Payment

GSI invoices will be submitted monthly. Payment is due within thirty (30) days of receipt of invoice. Invoices paid more than thirty (30) days after the invoice date are subject to a finance charge of one percent (1%) per month.

**Rates effective 1/1/2024 - 12/31/2024. Rates will increase by 4% each year. If the 12-month Consumer Price Index for the Los Angeles Area exceeds 8%, the annual increase will be re-negotiated and mutually agreed upon through a future contract amendment.**

**EXHIBIT C**  
**INSURANCE**

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

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

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

## Declaration of Sole Employee of Corporation

DECLARATION AND ADDENDUM TO ALL CONTRACTS AWARDED TO

BONDY GROUNDWATER CONSULTING, INC.

Organization Name

I declare for the purpose of inducing the City of Camarillo to go forward with any contracts awarded to BONDY GROUNDWATER CONSULTING, INC. as follows:

I am the authorized representative of BONDY GROUNDWATER CONSULTING, INC., an independent contractor for the purposes of the California Workers' Compensation and Labor laws. This organization will hire no employees other than the parents, spouses, or children of its board members for work required for any bid or contract awarded to BONDY GROUNDWATER CONSULTING, INC. All work required will be performed personally and solely by me, other board members of the organization, their parents, spouses or children, or persons who perform voluntary service without pay to the organization. If, however, the organization shall ever hire employees to perform this contract or any portion thereof, the organization shall obtain Workers' Compensation Insurance and provide proof of Workers' Compensation Insurance coverage to the City of Camarillo. If the organization shall ever hire a subcontractor to perform this contract or any portion thereof, and the subcontractor has employees, then the organization shall require its subcontractor to obtain Workers' Compensation Insurance Coverage, or the organization shall obtain Workers' Compensation Coverage for that subcontractor's employees.

This document constitutes a declaration by the organization against its financial interest, relative to any claims it should assert under the California Workers' Compensation and/or Labor laws against the City of Camarillo relating to any bid or contract awarded to BONDY GROUNDWATER CONSULTING, INC.

The organization will defend, indemnify and hold harmless the City of Camarillo from any and all claims and liability, including Workers' Compensation claims and liability that may be asserted or established by any party in the event the organization hires an employee in violation of this addendum, and the organization will further indemnify the City of Camarillo for all damages the City of Camarillo thereby suffers.

I agree that these declarations shall constitute an addendum to any bid awarded to BONDY GROUNDWATER CONSULTING, INC.

01 / 21 / 2022

Date

*Bryan Bondy*

Authorized Representative

<b>TITLE</b>	Declaration of Sole Employee - Bondy Groundwater Consulting
<b>FILE NAME</b>	Declaration of So...oundwater Inc.pdf
<b>DOCUMENT ID</b>	9c6142566cf32852d29435dbb553f04d672e3812
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

## Document History



SENT

**01 / 18 / 2022**

16:53:57 UTC

Sent for signature to Bryan Bondy  
(bryan@bondygroundwater.com) from  
pchinery@cityofcamarillo.org  
IP: 47.181.97.241



VIEWED

**01 / 21 / 2022**

23:21:53 UTC

Viewed by Bryan Bondy (bryan@bondygroundwater.com)  
IP: 104.32.16.81



SIGNED

**01 / 21 / 2022**

23:23:52 UTC

Signed by Bryan Bondy (bryan@bondygroundwater.com)  
IP: 104.32.16.81



COMPLETED

**01 / 21 / 2022**

23:23:52 UTC

The document has been completed.

<b>TITLE</b>	Bondy Ground Water Consulting - CC Agreement 2021-201
<b>FILE NAME</b>	Bondy CC Agreement 2021-201.pdf
<b>DOCUMENT ID</b>	e426cf5fe1cbc2cd440edc9972f94955df4e4e90
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

## Document History



SENT

**02 / 02 / 2022**

00:09:21 UTC

Sent for signature to Lisa Bondy (lisabcrafty@yahoo.com), Bryan Bondy (bryan@bondygroundwater.com), Greg Ramirez (gramirez@cityofcamarillo.org) and Carrie Weal (cweal@cityofcamarillo.org) from pchinery@cityofcamarillo.org  
IP: 47.181.97.241



VIEWED

**02 / 02 / 2022**

20:34:41 UTC

Viewed by Lisa Bondy (lisabcrafty@yahoo.com)  
IP: 98.152.112.210



SIGNED

**02 / 02 / 2022**

20:36:05 UTC

Signed by Lisa Bondy (lisabcrafty@yahoo.com)  
IP: 98.152.112.210



VIEWED

**02 / 04 / 2022**

19:35:09 UTC

Viewed by Bryan Bondy (bryan@bondygroundwater.com)  
IP: 23.243.228.25



SIGNED

**02 / 04 / 2022**

19:47:38 UTC

Signed by Bryan Bondy (bryan@bondygroundwater.com)  
IP: 23.243.228.25

<b>TITLE</b>	Bondy Ground Water Consulting - CC Agreement 2021-201
<b>FILE NAME</b>	Bondy CC Agreement 2021-201.pdf
<b>DOCUMENT ID</b>	e426cf5fe1cbc2cd440edc9972f94955df4e4e90
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

## Document History



**02 / 04 / 2022**  
21:21:11 UTC

Viewed by Greg Ramirez (gramirez@cityofcamarillo.org)  
IP: 47.181.97.241



**02 / 04 / 2022**  
21:21:44 UTC

Signed by Greg Ramirez (gramirez@cityofcamarillo.org)  
IP: 47.181.97.241



**02 / 05 / 2022**  
00:30:46 UTC

Viewed by Carrie Weal (cweal@cityofcamarillo.org)  
IP: 47.181.97.241



**02 / 05 / 2022**  
00:32:55 UTC

Signed by Carrie Weal (cweal@cityofcamarillo.org)  
IP: 47.181.97.241



**02 / 05 / 2022**  
00:32:55 UTC

The document has been completed.