



CITY OF CAMARILLO

PROFESSIONAL SERVICES AGREEMENT

With

WOOD RODGERS, INC.

For

DESALTER STANDBY WELL – PROJECT NO. WT-11-01

PROFESSIONAL ENGINEERING DESIGN SERVICES

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PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of August 14, 2024 ("**Effective Date**"), and is between the City of Camarillo, a California municipal corporation and general law city ("**City**") and Wood Rodgers, 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

To Consultant:

Wood Rodgers, Inc.
2251 San Diego Avenue, Suite A-130
San Diego, CA 92110

Attention: Kevin Gustorf

Tel. (619) 819-9240
E-Mail kgustorf@woodrodgers.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

WOOD RODGERS, INC., a California corporation



Kevin Gustorf, Vice President



Karl Meier, Principal

Camarillo Business Tax Certificate No. 048228 / Expiration Date 07/31/2025

EXHIBIT A

SCOPE OF SERVICES

[Attached]

City of Camarillo | Desalter Standby Well (WT-11-01)

Project Description & Detailed Scope of Services

6/19/2024

Project Description & Project Elements

The City of Camarillo's (City) water supply consists of locally-treated groundwater from the North Pleasant Valley Desalter (NPVD) and two other groundwater wells, as well as treated imported water from the Calleguas Municipal Water District (CMWD).

To increase the reliability and redundancy of groundwater production at the NPVD, the City has identified the need to drill and equip a new groundwater well, the Desalter Standby Well, which will serve as a back-up supply to existing Wells A and B that currently supply the NPVD. This well will be located within the NPVD property limits, generally within the northwest corner of the site. The Desalter Standby Well production capacity will be determined during the drilling and construction phase, however the target capacity is approximately 1,700 to 2,000 gpm.

The proposed location of the Desalter Standby Well is located within the Pleasant Valley Groundwater Basin that is managed by the Fox Canyon Groundwater Management Agency (FCGMA). The Desalter Standby Well will target the Upper and Basal Fox Canyon Aquifer and is required to have specific groundwater quality concentrations to meet the City's Desalter Program. Manganese is one of the main constituents that are used to define the brackish water conditions. The concentrations of manganese are required to meet the California State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) secondary maximum contaminant level (MCL) of 50 micrograms per liter.

The Somis Fault trends northeast and southwest through this area of the groundwater basin; however, the exact location of this fault is unknown. A nearby FCGMA monitoring well located south of the fault reports manganese concentrations below the secondary MCL, and City owned wells located north of the fault report manganese concentrations above the secondary MCL indicated groundwater quality vary across the fault system. It has been reported by others that the proposed location of the Desalter Standby Well is within an area that lacks hydrogeologic data, and it is uncertain if the proposed location is north or south of the Somis Fault. Wood Rodgers will investigate the location of this fault through the design phase and determine manganese concentrations through isolated aquifer zone testing during the drilling of the Desalter Standby Well.

The following major features have been listed to preliminarily define the scope and scale of the project and the associated level of effort.

- Drilling, construction, development, and testing of the Desalter Standby Well
- Selective site demolition (clearing and grubbing) of the well area
- Site grading and stabilization of the well area to allow for vehicular parking
- Production well with concrete pedestal and concrete housekeeping pad beneath the above grade piping
- Vertical turbine deep well pump controlled via VFD
- Yard piping including first water discharge and connection to the existing on-site collection piping
- Connection to existing on-site storm drain for first water discharge
- Solenoid controlled Cla-Vals, flow meter and discharge piping appurtenances located above ground
- Electrical and control system modifications at NPVD to accept Desalter Standby Well

This project includes the well drilling and well equipping phases. The bid packages for the well drilling and well equipping will be separate.

Task 1 | Project Administration and Coordination

Wood Rodgers will provide project administration and coordination services throughout the duration of the project. This task will include:

- Providing a weekly progress email status report to the City Project Manager
- Preparation of agendas, minutes, and attendance at project kickoff meeting for the well drilling phase, a separate meeting for the well equipping phase and project progress meetings (assumed to be six (6) virtual meetings total)
- Preparation of progress reports and invoices
- Providing Quality Control / Quality Assurance for the project deliverables

TASK 1 DELIVERABLES

- Meeting agendas and minutes (Word and PDF)

Task 2 | Pre-Design

Task 2A – Data Collection, Review, and Site Visit | Wood Rodgers will meet with City staff to identify background information and to incorporate City suggestions, recommendations, directions, and other requirements into the project. It is assumed that the City will provide Wood Rodgers with all available records including existing plans, studies, historical accounts, and any relevant information to aid in the evaluation and analysis of the project. Wood Rodgers will review all available records and information provided under this task and perform all necessary investigations to provide a professional recommendation for best and highest use of existing site. This task includes a site visit to document existing conditions and identify utilities and other constraints.

Task 2B – Basis of Design Report | Wood Rodgers will prepare a Basis of Design Report (BODR) to provide the City with the basis of design, anticipated production capacity, anticipated groundwater quality, proposed well design, and an opinion of probable cost (OPC) for construction of the new Standby Desalter Well. The BODR will summarize the hydrogeologic conditions, anticipated drilling conditions, and operating parameters based on the information collected and developed. The collected data will determine the total depth of the pilot borehole to be drilled and total number of zones for isolated aquifer zone testing. Wood Rodgers will prepare a preliminary well design for the new desalter well, which will consider what may be necessary to achieve the desired production and water quality objectives.

Construction logistics, permitting, and appropriate DDW setbacks from infrastructure and sanitary features will also be considered for a new groundwater production well. A site layout will be prepared identifying the necessary construction footprint to drill and construct the desalter well and identify below grade facilities that will dictate the final well location. The BODR will include a preliminary design for the proposed well and a planning level estimate of contractor costs. At a minimum, the well BODR will include the following:

- 1.0 INTRODUCTION
 - 1.1 Background
 - 1.2 Project Location
 - 1.3 Existing Conditions
 - 1.4 Purpose and Scope

- 2.0 HYDROGEOLOGY
 - 2.1 Geologic Setting
 - 2.2 Groundwater
 - 2.2.1 Groundwater Occurrence
 - 2.2.2 Aquifer Systems
 - 2.2.3 Aquifer Yield
 - 2.2.4 Historical Groundwater Levels
 - 2.2.5 Groundwater Quality
 - 2.2.5.1 Non-Point Source Groundwater Quality Impairment
 - 2.2.5.2 Point Source Groundwater Contamination
- 3.0 ANTICIPATED CONDITIONS
 - 3.1 Drilling Conditions
 - 3.2 Production Capacity
 - 3.3 Groundwater Quality
- 4.0 PRELIMINARY WELL DESIGN
 - 4.1 Recommended Well Drilling Method
 - 4.2 Proposed Well Design
 - 4.2.1 Materials
 - 4.2.2 Well Casing and Screen
 - 4.2.3 Gravel Envelope and Slot Size
 - 4.2.4 Annular Cement Seal
 - 4.2.5 Accessory Tubing
- 5.0 WELL CONSTRUCTION LOGISTICS
 - 5.1 Noise Mitigation
 - 5.2 Discharge Considerations
 - 5.3 Cuttings and Drilling Fluids Disposal
 - 5.4 Permitting Considerations
 - 5.4.1 Required Setbacks
 - 5.4.2 Control Zone Requirement
 - 5.4.3 Discharge Permit
- 6.0 HYDRAULIC CALCULATIONS
- 7.0 ABOVE-GRADE DESIGN
 - 7.1 Design Standards
 - 7.2 Site Layout and Existing Facilities
 - 7.2.1 Access
 - 7.2.2 Grading/Drainage/Site Improvements
 - 7.3 Mechanical Equipment
 - 7.3.1 Well Pedestal / Pump and Motor / Column Pipe
 - 7.3.2 On-Site Piping, Valves, and Appurtenances
 - 7.4 Structural Elements
 - 7.5 Electrical and Telemetry
 - 7.5.1 Power Supply
 - 7.5.2 Backup Power Supply
 - 7.5.3 Well Pump Controller
 - 7.5.4 Telemetry System
 - 7.5.5 Field Instruments
 - 7.5.6 Miscellaneous Electrical and I&C Items

- 7.6 Operating Procedures
- 8.0 CONCEPT DRAWINGS (Developed to a 10% Level of Completion)
- 9.0 REFERENCES

Following submission of the Draft BODR, Wood Rodgers will hold a workshop with Water Operations and the City's Desalter contract operator (Inframark) to discuss the contents of the BODR and answer any questions. Wood Rodgers will incorporate all comments and finalize the BODR.

Task 2C – Utility Locating and Potholing | A utility investigation for the Desalter Standby Well site will be performed and will include performing utility locating services to positively locate existing buried utilities. Utilities located will be marked and then surveyed under Task 2C. The following scope of services are included under this task.

Field investigations will be performed to find and mark all utilities outlined below to quality level (QL) B per ASCE 38-02. The following methods and technology will be used to positively identify the horizontal and vertical locations of existing utility lines.

- Electromagnetic Locator (Locator)
- Locatable CCTV Push Camera. No video will be provided. (Push Cam)
- Ground Penetrating Radar (GPR)
- Locatable Duct Rodder (Ram Rod)

In addition to performing locating services, potholing will be performed. Potholing will be performed on an hourly rate due to the scope of the project and will be performed for the area as indicated in the image below. A standard pothole is 12 in x 12 in, performed to the top of pipe or encasement with sand backfill and a permanent surface patch. Potholes outside of the standard will be billed based on actual depth or conditions. Potholing services will include; vacuum excavation to top of utility, encasement or stop depth, permanent cold patch, sand backfill, removal of debris.



Area of Utility Locating and Potholing

Task 2D – Topographic Survey | A design level Topographic Survey (conventional field survey) will be provided for the area shown outlined in yellow in the image below.



Area of Topographic Survey

The items to be included in the survey are as follows:

- The vertical control will be based on the North American Vertical Datum of 1988 (NAVD 88) EPOCH 1995 ties to Ventura County Benchmark PID 127. Said Benchmark being a Brass Disk having an elevation of 226.15 feet. Said Brass Disk has a superseded NGVD29 elevation of 223.57 feet.
- The horizontal control will be based on the California State Plane Coordinate System of 1983 (NAD 83), Zone 5 GRID (EPOCH 2011.0) holding the Continuous Global Positioning Stations (CGPS) and/or Continuous Operating Reference Station (CORS) P729 AND CSCI having a bearing of S25-59-40E between the two station as derived from geodetic values published by the California Spatial Reference Center (CSRC)
- Survey observations will be taken on a 25-foot natural ground grid and 25-foot finish surface grid to create 1-foot contour intervals. Spot elevations will be at back of walk/sidewalks, top of curbs, flow lines, gutter edges, street crowns, high/low points, top and toe of slopes, grade breaks, finish floors, and driveway aprons, all as applicable to this site.
- Spot elevations to determine the water flow of adjacent streets and catch basins that terminate or commence offsite and flow within the Site.
- Location of signing and striping within the Site.
- Location of trees over 6 feet in height, regardless of caliper, within the Site.
- Location, elevation, size, and type of visible above ground utilities within the Site.
- Flow line invert elevations and sizes of drain inlets, sanitary sewer and storm drain manholes within the Site, unless bolted down.
- Existing utility lines identified by painted striping from USA markings will be surveyed.

- A second mobilization will occur to survey potholed utilities.

TASK 2 DELIVERABLES

- Draft Basis of Design Report (PDF)
- Response to City and Inframark Comments (PDF)
- Minutes from Workshop (PDF)
- Final Basis of Design Report (PDF)
- Topographic Survey Drawing (DWG, PDF)
- Potholing Investigation Report (PDF)

Task 3 | Well Drilling Design

Under this task, Wood Rodgers will provide design services for the drilling, construction, development, and testing of the Desalter Standby Well.

Task 3A – Contract Documents | Contract documents consisting of plans and technical specifications along with supporting documentation will be prepared for the project as outlined in the following subtasks. The plans and technical specifications for the Desalter Standby Well will be prepared as a single bid set for the drilling phase (one set of Plans and one set of technical specifications).

Construction Drawings | Construction drawings will be prepared in AutoCAD, and will utilize the City's CAD standards and design criteria where applicable. The design submittals will include the following minimum elements:

- General Location Map
- Well Site Layout Map
- Well Design Profile
- Casing Details
- Testing Details

Technical Specifications | Technical specifications will be prepared in the CSI format in Microsoft Word, and will utilize the City's standard specifications, if available. The City will provide front end contract documents, general conditions/specifications, and front end of the technical specifications.

The specifications will include the following activities related to the drilling of the well:

- Proposed Well Location
- Preliminary Well Design
- Anticipated Hydrogeologic and Drilling Conditions
- Permits and Regulatory Requirements
- Public Outreach
- Noise Mitigation Requirements
- Best Management Practices
- Construction Water Source
- Mobilization, Demobilization, Staging, Parking, and Traffic Control
- Public Safety

- Drilling Fluids and Pumped Groundwater
 - Discharge Location and Compliance
- Waste Disposal
- Equipment, Materials, and Records to be Furnished by the Contractor
- Well Drilling and Construction Procedures; including:
 - Conductor casing and sanitary seal
 - Borehole drilling and formation sampling
 - Borehole alignment testing
 - Geophysical logging
 - Isolated aquifer zone testing
 - Borehole reaming
 - Installation of well casing and screen
 - Installation of ancillary tubing (i.e., gravel tube, sounding tube, camera tube)
 - Gravel envelope design and placement
 - Installation of annular seal
 - Well development procedures
 - Initial development by swabbing and airlifting
 - Final development by pumping and surging
 - Aquifer testing (short constant rate and long-term constant)
 - Mechanical spinner survey (i.e., flowmeter)
 - Groundwater sample collection for Title 22 analysis
 - Post-construction downhole camera survey
 - Well plumbness and alignment surveys
 - Well disinfection
- Site Restoration and Final Inspection
- Project Records/Documents and Contract Closeout

Opinion of Probable Cost | Wood Rodgers will use recent southern California drilling and material prices to prepare an opinion of probable cost (OPC) that will be provided to the City for budgeting purposes. Well drilling programs cannot be fully finalized until site-specific data is obtained. As such, the preliminary design of the Desalter Standby Well is provided for planning and bidding purposes, with the intent to finalize based on borehole lithologic, geophysical, and water quality data obtained. The OPC will support the development of the bid schedule to be used within the drilling bid package.

Task 3A.1 – Well Drilling Contract Documents 30% | Plans, specifications and an OPC will be prepared under this task. We will prepare a 30% design submittal that incorporates the above elements at the appropriate level of detail.

Task 3A.2 – Well Drilling Contract Documents 60% | Plans, specifications and an OPC will be prepared under this task. We will prepare a 60% design submittal that incorporates the pertinent City review comments from the 30% submittal. The 60% design submittal will include written responses to each City comment to the 30% design submittal.

Task 3A.3 – Well Drilling Contract Documents 90% | Plans, specifications, and an OPC will be prepared under this task. We will prepare a 90% design submittal that incorporates the pertinent City review comments from the 60% submittal. The 90% design submittal will include written responses to each City comment to the 60% design submittal.

Task 3A.4 – Well Drilling Contract Documents 95% | Plans, specifications, and an OPC will be prepared under this task. We will prepare a 95% design submittal that incorporates the pertinent City review comments from the 90% submittal. The 95% design submittal will include written responses to each City comment to the 90% design submittal.

Task 3A.5 – Well Drilling Contract Documents 100% | Plans, specifications, and an OPC will be prepared under this task. We will prepare a 100% design submittal that incorporates the pertinent City review comments from the 95% submittal. The 100% design submittal will include written responses to each City comment to the 95% design submittal.

Task 3A.6 – Well Drilling Contract Documents Final | Plans, specifications, and an OPC will be prepared under this task. The Final submittal will represent the final bid-ready contract documents and incorporate the pertinent City review comments from the 100% design submittal. We will provide a complete set of documents which will allow for public bidding and construction of the proposed project. The Final design submittal will include written responses to each City comment to the 100% design submittal.

Task 3B – Drinking Water Source Assessment and Protection DWSAP | A Drinking Water Source Assessment and Protection (DWSAP) Report for the City's proposed desalter well will be prepared following the established guidelines and templates from California State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) and will provide a source water assessment for the proposed desalter well. The report will include the location of the proposed desalter well, a delineation of the source area and protection zones, an evaluation of the site characteristics for physical barrier effectiveness, an inventory of potentially contaminating activities (PCAs) within each capture zone, and the vulnerability ranking for the well. Wood Rodgers will utilize the SWRCB Geotracker website to identify PCAs.

All of the information gathered above will be compiled into the report template provided by DDW to include the Assessment Summary, Vulnerability Summary, Delineation of Groundwater Protection Zones, Physical Barrier Effectiveness Checklist, PCA Inventory Form, Vulnerability Ranking, and a Well Data Sheet. An exhibit illustrating the well location, the calculated groundwater capture zones (2-year, 5-year, and 10-year travel times), and the identified PCAs within each will be included. The DWSAP will be submitted to the City for distribution to DDW.

The preliminary DWSAP report will be submitted to SWRCB DDW. Upon completion of the well drilling, construction, development, testing, and final design for the equipping, the DWSAP will be updated with final design parameters and finalized with SWRCB DDW.

Task 3C – Fox Canyon GMA Permit | Wood Rodgers will submit a list of all permits necessary to construct the Desalter Standby Well. Wood Rodgers will assist in coordinating with Ventura County Public Works Agency, DDW, and all other relevant permitting agencies. The City has previously satisfied the CEQA requirements for this project, as the Standby Well was part of the 2017 Second Supplemental EIR. An overall timeline for obtaining the anticipated permits for this project is included in the project schedule. It is acknowledged that City will serve as the primary contact with all pertinent permitting agencies, private parties, and/or public agencies and will submit any permit applications prepared by Wood Rodgers with the appropriate permit fees.

Wood Rodgers recognizes that the City currently has a Fox Canyon Groundwater Management Agency (FCGMA) Permit. The Ventura County Public Works Agency also requires application for the well permit be completed by the owner, drilling contractor, and inspector. The drilling permit will be issued after a contractor has been selected and requires that the well adheres to California Department of Water Resources (DWR) and the Ventura County Ordinance No. 4468. Wood Rodgers will support the application process with the City by including the preliminary well design details, location, and features that are required to be identified within a 500 foot radius of the proposed well location.

Wood Rodgers acknowledges that the City is covered under the Statewide National Pollution Discharge Elimination System (NPDES) Drinking Water System Discharge Permit (Order WQ 2014-0194 DWQ). Based on the Notice of Applicability, this permit can be used for discharges that may be associated with well development and testing of the proposed Desalter Standby Well. Wood Rodgers will confirm this approach with Los Angeles Regional Water Quality Control Board, through the City, and will prepare any applicable exhibits that may be required.

TASK 3 DELIVERABLES

- 30%, 60%, 90%, 95%, 100%, Final Plans, Technical Specifications, OPC, (PDF, Excel, Word, DWG)
- Preliminary DWSAP (Word/PDF)
- Final DWSAP (Word/PDF)
- List of Permits (Excel/PDF)

Task 4 | Well Drilling Bidding Assistance

It will be important to promote this project to prospective bidders, and Wood Rodgers will inform qualified contractors of the project to develop interest in the project. Our bid phase services for the drilling, construction, development, and testing of the Desalter Standby Well is described below.

Task 4A – Pre-Bid Meeting | Wood Rodgers will attend the pre-bid meeting at the well site with prospective bidders, and will prepare the pre-bid meeting agenda and minutes.

Task 4B – Bid Questions/Answers/Addenda | Bid phase support services will be provided for the project as follows.

- Provide responses to contractor's Request for Information (RFI) during the bid process;
- Preparation of any addenda (reproduction and distribution will be provided by the City); and
- Evaluate bids and contractor qualifications, and provide recommendations for bid award.

TASK 4 DELIVERABLES

- Addendum (PDF)
- RFI/RFC Responses (PDF)
- Bid Breakdown and Comparison (Excel/PDF)

Task 5 | Well Drilling Construction Inspection & Engineering Services During Construction

Wood Rodgers will provide well drilling construction inspection and engineering services during construction as outlined below.

Task 5A – Preconstruction & Progress Meetings | Prior to construction of the Desalter Standby Well, Wood Rodgers will attend a pre-construction meeting with the City and the selected drilling contractor to confirm the location of the well and to address logistical issues with equipment setup. Any surveying or staking requirements are assumed to be the responsibility of City. Discussions will include, but not be limited to, well drilling permit requirements, noise mitigation, fluid discharge considerations and requirements, site access, work schedules, submittal of pay requests, and communication protocol. Wood Rodgers will prepare the pre-construction meeting agenda and minutes.

Wood Rodgers will also hold monthly progress meetings during the drilling, construction, development, and testing of the Desalter Standby Well. Monthly meetings will discuss the drilling contractor's progress, identify conditions encountered, and discuss any potential changes to the design. Wood Rodgers will prepare the monthly progress meeting agenda and minutes.

Task 5B – Construction Administrative Duties | Administrative duties will include reviewing and providing responses for: contractor submittals, contractor payment application requests, contractor RFIs, change order requests, contractor schedule, and contractor requests for substitutions or deviations.

Task 5C – Well Construction Inspection and Documentation | Wood Rodgers will provide California Professional Geologists (PGs) and Certified Hydrogeologists (CHG) to perform technical oversight, QA/QC, and project management during the duration of the project. On-site inspection and supporting office work will be assigned to California PGs and degreed geologists who will be working under the direct supervision of the project manager. All on-site inspectors will have the necessary testing equipment to confirm contractor measurements, as necessary (e.g., drilling fluid properties, water level sounder, pressure transducers, etc.).

During well construction, Wood Rodgers will provide on-site inspection and construction management services, including coordination with the City in administering the construction contract and on-site inspection. Wood Rodgers will work closely with the City personnel to provide regular construction updates via e-mail and telephone, as needed, and will be available by phone to respond to any routine concerns and/or issues. On-site inspection services to be provide by Wood Rodgers are described in the following sections.

Task 5C.1 – Municipal Well Mobilization, Demobilization, and Site Cleanup | Wood Rodgers will provide inspection during contractor mobilization, demobilization, and site cleanup to verify the Contractor has restored the site and public right of ways that were utilized to its original or acceptable condition (as determined by City).

Task 5C.2 – Noise Compliance | Wood Rodgers inspectors will provide observation during the installation and removal of the sound attenuation panels that will likely be required for the project. Observations and measurements of noise will be documented and assess for compliance with local ordinances.

Task 5C.3 – Installation of Conductor Casing and Sanitary Seal | Wood Rodgers will provide inspection during the drilling of the conductor casing borehole and installation of the conductor casing and cement sanitary seal. Equipment and materials (i.e., bit size, conductor casing, and cement batch tickets) will be inspected to check for compliance with the technical specifications, in conformance with State and County regulatory requirements.

Task 5C.4 – Pilot Borehole Drilling and Formation Logging | Wood Rodgers will provide full-time inspection during drilling of the pilot borehole to anticipated depth of 900 feet bgs. Composite drilling cuttings (lithology) will be collected by the drilling contractor at 10-foot intervals and at major changes in the character of formation material. Wood Rodgers' geologists will log and describe the samples using a modified version of the Unified Soil Classifications System (USCS) visual method to prepare a lithologic log that describes the geologic formations encountered. During drilling, Wood Rodgers will witness measurements of pertinent drilling fluid parameters, and conduct independent measurements as necessary, to verify the contractor's measurements. Additionally, Wood Rodgers will review borehole drift surveys, which are anticipated to be measured every 100 feet of drilled depth. For cost estimating purposes, it is anticipated that the pilot borehole drilling will take approximately four days to complete, and assuming an average drilling rate of 10 feet per hour, tool connection time, and any bit changes.

Task 5C.5 – Geophysical Logging | Upon completion of pilot borehole drilling, Wood Rodgers will provide inspection of the downhole geophysical surveys for the suite identified in the technical specification. The geophysical logs, in combination with the pilot borehole lithology, will be used to identify target aquifer intervals for the completed well, and intervals for isolated aquifer zone testing.

Task 5C.6 – Selection of Isolated Aquifer Zone Test Intervals | Based on the geophysical log, lithologic descriptions, and target water bearing formations, Wood Rodgers will provide the City with our recommended intervals for isolated aquifer zone testing. It is anticipated that three to five isolated aquifer zones will be selected.

Task 5C.7 – Isolated Aquifer Zone Testing | Wood Rodgers will provide inspection during isolated aquifer zone testing. Wood Rodgers recommends that each isolated aquifer zone pump clean water (i.e., less than 10 nephelometric turbidity units [NTU]) at a minimum pumping rate of 200 gpm for three to six hours before collection of groundwater samples. This will increase the confidence level that the pumped groundwater is representative of the in-situ groundwater and not impacted by drilling fluids. During purging, pumping rate (in gpm), groundwater levels, and field water quality parameters (turbidity, pH, electrical conductivity, dissolved oxygen, and temperature) will be measured and recorded on a regular basis. Wood Rodgers will verify that the zone tool has been thoroughly cleaned of all sediment and debris prior to reinstallation for each zone test interval and will verify that the zone seals are holding while pumping each zone. Once pumping from each zone is determined to be acceptable, Wood Rodgers will coordinate with the City on groundwater sample collection and delivery to the City's contracted analytical laboratory. Wood Rodgers will review and interpret all reported

aquifer zone testing laboratory data. In addition, Wood Rodgers will coordinate with City and the drilling contractor to verify NPDES, County Flood Control Permit compliance, and/or any agreements with public agencies or private landowners are fulfilled, including adequate notification by the drilling contractor, and reporting of anticipated volume and discharge rate. The drilling contractor will be required to monitor and report all discharges to any storm drain, flood control facility, or other property (as identified in the project planning). Wood Rodgers will review the contractors' records to assess compliance with any required or agreed upon monitoring and reporting.

Task 5C.8 – Mechanical Grain Size Analysis | Up to eight depth-discrete formation samples will be selected from potential water bearing zones for mechanical grain size analysis (i.e., sieve analysis) based on the identified target aquifer intervals, geophysical logging, visual observation, and the results of the isolated aquifer zone testing. The selected samples will be evaluated per established industry practices and used as a basis for selecting an appropriate gravel envelope to stabilize the formations and to control sand production.

Task 5C.9 – Final Well Design | A properly selected gravel envelope will stabilize the in-situ geologic formations to control sand production and result in an efficient well structure – fine enough to control the finest water bearing formation material but coarse enough to promote efficient groundwater flow. Selection of an appropriate gravel envelope is based on the assessment and ratio of the grain size distribution of the finest formation material as compared to the gradation of available gravel envelope material. Once an appropriate gravel envelope gradation is selected, the corresponding aperture will be identified for the well screen.

The placement of the well screen(s), annular cement seal, and well appurtenances (i.e., sounding tube, gravel fill tube, etc.) will be based on the borehole lithology, geophysical survey response, water quality data from the isolated aquifer zone testing, anticipated groundwater levels (static and pumping), and groundwater quality. The position of the well appurtenances will be determined through the planning phase of the project and will consider the eventual orientation of the discharge pipe and site improvements. The final well design will be submitted to the City as a Draft Letter for discussion, and upon concurrence, will be finalized and provided to the drilling contractor for construction.

Task 5C.10 – Borehole Reaming and Caliper Survey | Wood Rodgers will provide inspection during reaming of the pilot borehole and will verify appropriate diameter drilling bits will be used to enlarge the pilot borehole (reaming). Drilling fluid parameters will be measured and documented to confirm compliance with the technical specifications. Following reaming of the pilot borehole and prior to well construction, Wood Rodgers will witness the caliper survey to verify borehole diameters and depth meet the final design and to calculate appropriate volumes for the gravel envelope material and annular cement seal.

Task 5C.11 – Well Construction | Wood Rodgers will document all materials to be used in the well construction when they are delivered to the project site, including well casing, well screen, appurtenances, gravel envelope, and cement batch tickets. Casing materials will be inspected to document the dimensions and material type are in conformance with the final well design. The gravel envelope, typically delivered in 3,000-pound super sacks, will be documented and a representative number of sacks will be selected for confirmation mechanical grain size distribution analysis. These analyses will be compared to the design requirements to determine compliance with the technical specifications. Cement batch tickets for each dispatch truck will be compared to the required

design – including verification that the batch does not include fly ash – and the batched time will be checked so that no more than two hours has elapsed. Samples of cement from each truck will be collected and submerged in drilling fluid to simulate downhole conditions and evaluated to determine the cement has sufficiently cured, particularly where multiple cement lifts are required.

Wood Rodgers will provide inspection during installation of well casing, well screen, appurtenances, gravel envelope material and the cement annular seal with the objective to provide documentation that the well was constructed in accordance with the final design and technical specifications. The installed volume of gravel envelope and annular cement will be compared to the estimated volume to assess the presence of any voids or “bridging” of material.

Task 5C.12 – Initial Well Development | Wood Rodgers will provide inspection of initial well development, including coordinating with City and the drilling contractor that all discharges are following any NPDES or County permit requirements. The goal of well development is to remove residual drilling fluids, establish communication between the well structure and the water bearing formations, and grade the gravel envelope and native geologic formations such that fine sand is removed. The first phase of well development is critical and consists of swab/airlift development techniques focused on 10-foot intervals of well screen. For each 10-foot interval, sand production will be measured by Wood Rodgers using an Imhoff Cone following swabbing. Intervals exhibiting elevated sand production or settable solids (i.e., greater than 1 milliliter) and/or groundwater with turbidity greater than 100 NTU will be targeted for additional development on the second pass.

Wood Rodgers will review the data collected during the initial development process and provide recommendations to City regarding the need for additional development.

Task 5C.13 – Final Well Development | Following review of the initial well development, Wood Rodgers will coordinate and review with the contractor the appropriate temporary test pump selection, including installation depth, to confirm appropriate pumping rates will be realized. Prior to pumping any groundwater from the Desalter Standby Well, Wood Rodgers will install a groundwater level pressure transducer with data logger (transducer) in nearby wells owned by the City to record groundwater level changes before, during, and after all well development and testing. Wood Rodgers will not install pressure transducers without prior consent from the City. These nearby wells will record pumping interference during well testing, which will allow Wood Rodgers to estimate aquifer parameters such as storativity and will assist the City in predicting drawdown conditions and supporting operational decisions. During final well development, pumping rates will begin at relatively low rates and will slowly be increased to the maximum specified pumping rate as the pumped groundwater complies with the project requirements. Wood Rodgers will provide inspection of final well development and review data collected during the well development process to evaluate for the need of additional development.

Task 5C.14 – Aquifer Pumping Tests and Fluid Velocity Spinner Survey | Wood Rodgers will provide inspection during the aquifer pumping tests. For each aquifer test, static and pumping water levels, totalizing flowmeter readings, and sand production will be documented by the contractor at specified intervals. Wood Rodgers will provide full-time inspection for the 8-hour step test. Following the 8-hour step tests, Wood Rodgers will provide full-time inspection during a 24-hour constant rate pumping test, the purpose of which is to determine the

design pumping rate, allow calculation of short- and long-term pumping dynamics, and determine the optimal pump intake setting dept. Wood Rodgers will also observe the fluid velocity spinner survey to be conducted during the latter half of the constant rate test and following Title 22 water quality sampling. Wood Rodgers will coordinate with the City on the bottle order and will collect groundwater quality samples. Wood Rodgers did not include laboratory costs within our proposal and assumes that water quality bottles will be with the City's certified laboratory.

The data collected from the aquifer pumping tests, including the spinner survey, will be analyzed immediately following completion. Recommendations that will be concluded from this data, include the final sustainable pumping rate and an appropriate permanent pump installation depth to best match the wells' specific capacity.

Task 5C.15 – Downhole Camera Survey, Well Plumbness and Alignment Testing | Wood Rodgers will provide inspection of a downhole camera survey to verify the well construction details, and of which will serve as the record of the completed well. The camera inspection will be conducted per the technical specifications, which require a complete inspection of the well structure.

Wood Rodgers will also provide inspection during plumbness and alignment testing of the well, which are used to confirm the verticality of the well structure and the ability to install the permanent pump. The results of these surveys will be evaluated per the technical specifications for compliance.

Task 5C.16 – Well Disinfection and Capping | Wood Rodgers will provide inspection during well disinfection, including verification that the contractor's method for mixing, emplacement, and chlorine concentrations are in conformance with the technical specifications. Following well disinfection, Wood Rodgers will document the capping of the well casing and appurtenances by the contractor.

Task 5C.17 – Final Inspections | Near the end of the well construction phase, Wood Rodgers will coordinate final acceptance of the project and will attend a final site walk-through with the City and the contractor to confirm that the well site conforms to the contract requirements.

Task 5D – Final Reporting/Summary of Operations Report | Wood Rodgers will assemble all pertinent construction records from the project and provide this information to the City in a comprehensive and detailed summary report. The report will include the project background, summary of the project, construction timeline, all daily field reports, construction photo activity log, all project submittals, response to contractor RFIs, an inventory of all materials installed, an as-built profile for Desalter Standby Well, borehole lithology, pumping test plots, recommended pumping capacity and anticipated pumping dynamics, geophysical surveys, field and laboratory water quality data, and the DWR WCRs. Wood Rodgers will review a draft WCR prepared by the contractor and submit to City for comment prior to requesting the contractor finalize and submit to the relevant agencies.

TASK 5 DELIVERABLES

- Pre-Construction Meeting Agenda and Minutes (Word/PDF)
- Progress Meetings Agenda and Minutes (Word/PDF)
- Recommended Isolated Aquifer Zone Testing Selection Letter (PDF)
- Draft & Final Well Design Letter (PDF)
- Aquifer Pumping Test Analysis Letter (PDF)

- Draft and Final Well Construction Summary Report (PDF & Three Hard Copies)

Task 6 | Well Equipping Design

Wood Rodgers will provide design services for the equipping of the Desalter Standby Well as follows.

Task 6A – Contract Documents | Contract documents consisting of plans and technical specifications along with supporting documentation will be prepared for the project as outlined in the following subtasks. The plans and technical specifications for the Desalter Standby Well will be prepared as a single bid set for the equipping phase (one set of Plans and one set of technical specifications).

Task 6A.1 – Desalter Standby Well 30% | Plans, specifications, and an opinion of probable construction cost will be prepared under this task. The following scope of services are included under this task.

Construction Drawings | Construction drawings will be prepared in AutoCAD, and will utilize the City's CAD standards and design criteria where applicable.

The 30% design submittal will include the following elements developed to an approximate 30% level of completion, the list below is subject to change as design progresses:

- Title and General Note Sheets
- Existing Site Plan
- Demolition Plan
- Site Improvement Plan and Horizontal Control Plan
- Grading and Paving Plan
- Yard Piping Plan and Profiles
- Mechanical Plans
- Mechanical Sections
- Civil Details
- Mechanical Details
- Structural design of well pedestal and concrete housekeeping pad beneath discharge piping
- Interior/exterior lighting design
- Title 24 compliance
- Single Line Diagrams
- Panel Schedules
- Load Calculations, voltage drop, short circuit
- HVAC and Ventilation design
- RTU with PLC Controls
- Process and Instrumentation Diagrams
- Ladder Logic Diagrams

Technical Specifications | Technical specifications will be prepared in the CSI format in Microsoft Word, and will utilize the City's standard specifications, if available. The City will provide front end contract documents, general conditions/specifications, and front end of the technical specifications.

Opinion of Probable Cost | An opinion of probable construction cost will be prepared in Excel and will closely follow the proposed bid schedule.

Task 6A.2 – Desalter Standby Well 60% | Plans, specifications, and an opinion of probable construction cost will be prepared under this task.

We will prepare a 60% design submittal that incorporates the pertinent City review comments from the 30% submittal. The 60% design submittal will include written responses to each City comment to the 30% design submittal.

Task 6A.3 – Desalter Standby Well 90% | Plans, specifications, and an opinion of probable construction cost will be prepared under this task.

We will prepare a 90% design submittal that incorporates the pertinent City review comments from the 60% submittal. The 90% design submittal will include written responses to each City comment to the 60% design submittal.

Task 6A.4 – Desalter Standby Well 95% | Plans, specifications, and an opinion of probable construction cost will be prepared under this task.

We will prepare a 95% design submittal that incorporates the pertinent City review comments from the 90% submittal. The 95% design submittal will include written responses to each City comment to the 90% design submittal.

Task 6A.5 – Desalter Standby Well 100% | Plans, specifications, and an opinion of probable construction cost will be prepared under this task.

We will prepare a 100% design submittal that incorporates the pertinent City review comments from the 95% submittal. The 100% design submittal will include written responses to each City comment to the 95% design submittal.

Task 6A.6 – Desalter Standby Well Final | Plans, specifications, and an opinion of probable construction cost will be prepared under this task.

The Final submittal will represent the final bid-ready contract documents and incorporate the pertinent City review comments from the 100% design submittal. We will provide a complete set of documents which will allow for public bidding and construction of the proposed project. The Final design submittal will include written responses to each City comment to the 100% design submittal.

Task 6B – Division of Drinking Water Supply Permit Amendment | Wood Rodgers will assist the City in the preparation, application and procurement of a Division of Drinking Water (DDW) Water Supply Permit Amendment.

TASK 6 DELIVERABLES

- 30%, 60%, 90%, 95% 100%, Final Plans, Technical Specifications, Opinion of Probable Construction Cost (PDF, Word, DWG)
- Response to Comments (PDF)
- DDW Water Supply Permit Amendment (PDF)

Task 7 | Well Equipping Bidding Assistance

Wood Rodgers will provide bid phase services for the project as follows.

Task 7A – Pre-Bid Meeting | Under this task, Wood Rodgers will attend in person the pre-bid meeting and site walk-through with potential contractors.

Task 7B – Bid Questions/Answers/Addenda | Bid phase support services will be provided for the project as follows.

- Preparation of any addenda (reproduction and distribution will be provided by the City)
- Assistance with and preparation of responses to questions or clarification of aspects of the design and/or specifications

TASK 7 DELIVERABLES

- Addendum (PDF)
- RFI/RFC Responses (PDF)

Task 8 | Well Equipping Engineering Services During Construction

Wood Rodgers will provide bid phase services for the project as follows.

Task 8A – Preconstruction & Progress Meetings | Under this task, Wood Rodgers will attend in person one (1) in person preconstruction meeting. Wood Rodgers will attend up to eighteen (18) construction progress meetings virtually.

Task 8B – Submittal Review | Wood Rodgers will review and determine acceptability of shop drawings and material submittals for conformance with the contract and design intent. Wood Rodgers will log all reviews and coordinate the log with the City and the City's Construction Manager. This task assumes up to sixty (60) original submittals will be reviewed, with up to thirty (30) total resubmittals.

Task 8C – RFI Review | Wood Rodgers will assist the City in responding to Requests for Information and providing clarifications of the design intent. This assistance may include modifications to the drawings, sketches, and written descriptions. This task assumes up to twenty five (25) RFIs will require responses.

Task 8D – Construction Change Order Review | Wood Rodgers will assist the City in reviewing change order requests from the Contractor. This task assumes up to five (5) CO requests will require input from Wood Rodgers.

Task 8E – Record Drawings | Upon completion of the project, Wood Rodgers will prepare the project record drawings. The drawings shall be based upon information provided by the Construction Manager and Contractor in one consolidated legible red-lined set. Wood Rodgers will provide an electronic copy of the plans. The electronic copy will be provided in both AutoCAD and pdf format.

TASK 8 DELIVERABLES

- Addendum (PDF)
- RFI/RFC Responses (PDF)
- Submittal Reviews (PDF)
- Record Drawings (CAD/PDF)

END OF SCOPE

Staffing Worksheet

COMPANY: Wood Rodgers, Inc.

6/19/2024

CLIENT: City of Camarillo

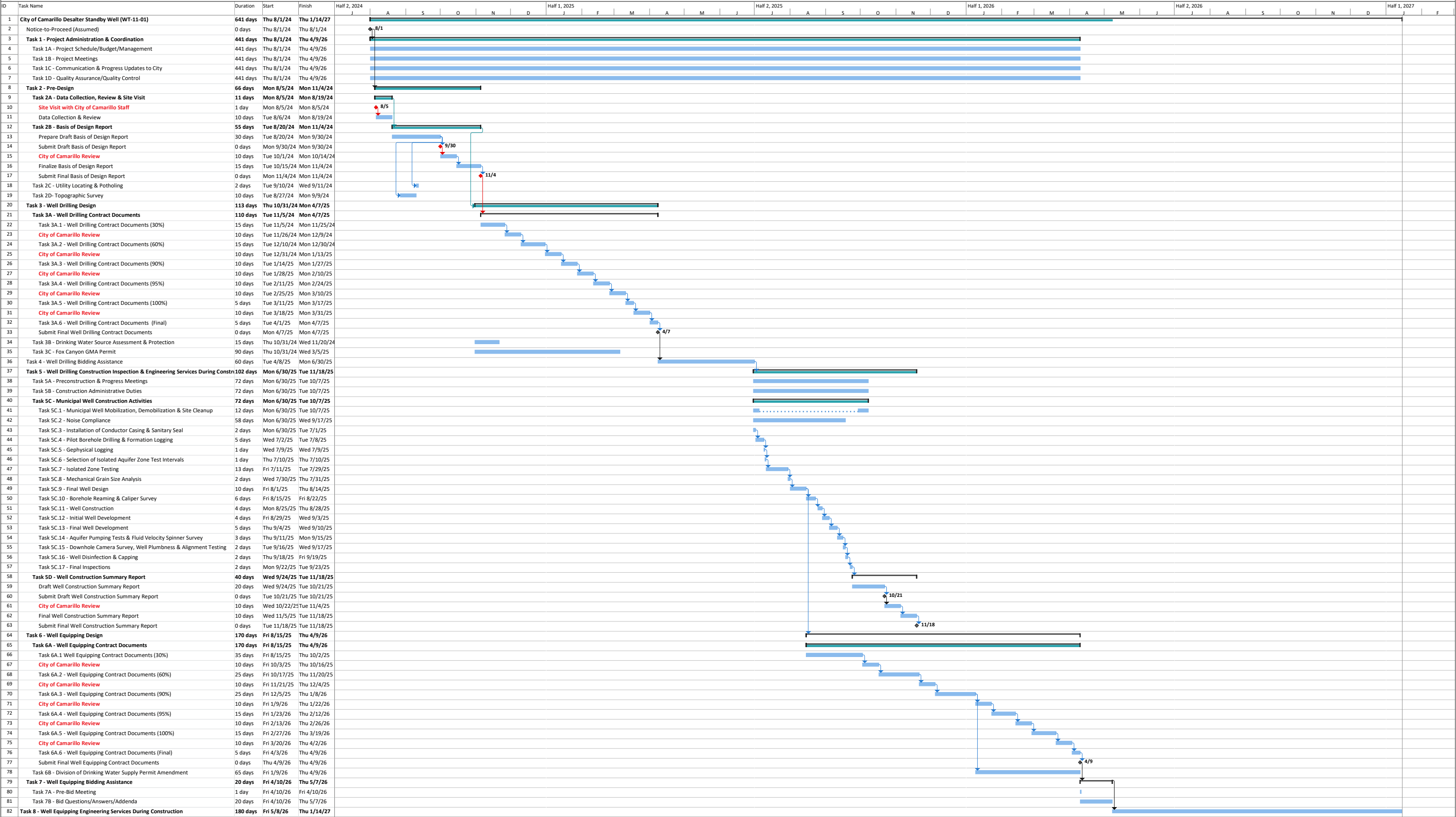
PROJECT: Desalter Standby Well (WT-11-01)

PROJECT: Desalter Standby Well (WT-11-01)		WOOD RODGERS, INC.												Subconsultants				Subconsultant Mark Up (10%)	ODC's	TOTAL FEE
DESCRIPTION	Project Role	Principal In Charge / Project Manager	Project Engineer Well Equipping	Engineer Well Equipping	Senior Hydrogeologist	Project Hydrogeologist	Geologist	Inspector	Sr. Structural Engineer Well Equipping	Structural Designer Well Equipping	QA/QC	Subtotal Hours	Subtotal Cost	BSE Engineering (Electrical / I&C)	Calvada (Survey)	C Below Subsurface Imaging (Potholing)	Subconsultant Total			
	Billing Classification	Principal Engineer I	Project Engineer I	Engineer II	Sr. Hydrogeologist I	Project Hydrogeologist II	Geologist II	Geologist I	Sr. Engineer II	Sr. CAD Technician	Principal Engineer II									
	Billing Rate:	\$ 280.00	\$ 220.00	\$ 210.00	\$ 250.00	\$ 235.00	\$ 210.00	\$ 200.00	\$ 260.00	\$95.00	\$									
TASK 1 - PROJECT ADMINISTRATION & COORDINATION		120	16	8	46	46	10	0	4	0	40	290	\$ 76,850.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,850.00
Task 1A - Schedule/Budget/Project Management		48			16	16	6					86	\$ 22,460.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,460.00
Task 1B - Project Meetings		32	16	8	8	8	4		4			80	\$ 19,920.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,920.00
Task 1C - Communication & Progress Updates to City		40			12	12						64	\$ 17,020.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,020.00
Task 1D - Quality Assurance / Quality Control					10	10					40	60	\$ 17,450.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,450.00
TASK 2 - PRE-DESIGN		28	72	60	18	24	42	52	6	0	0	302	\$ 67,200.00	\$ 41,600.00	\$ 13,400.00	\$ 12,530.00	\$ 67,530.00	\$ 6,753.00	\$ 545.00	\$ 142,028.00
Task 2A - Data Collection, Review & Site Visit		8	8	12	6	8	10	12	2			66	\$ 14,920.00	\$ 6,360.00	\$ -	\$ -	\$ 6,360.00	\$ 636.00	\$ 545.00	\$ 22,461.00
Task 2B - Basis of Design Report		20	60	32	12	16	32	40	4			216	\$ 48,040.00	\$ 35,240.00	\$ -	\$ -	\$ 35,240.00	\$ 3,524.00	\$ -	\$ 86,804.00
Task 2C - Utility Locating & Potholing			4	8								12	\$ 2,560.00	\$ -	\$ -	\$ 12,530.00	\$ 12,530.00	\$ 1,253.00	\$ -	\$ 16,343.00
Task 2D -Topographic Survey				8								8	\$ 1,680.00	\$ -	\$ 13,400.00	\$ -	\$ 13,400.00	\$ 1,340.00	\$ -	\$ 16,420.00
TASK 3 - WELL DRILLING DESIGN		0	0	0	45	53	110	118	0	0	0	326	\$ 70,405.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,405.00
Task 3A.1 - Well Drilling Contract Documents 30%					6	8	12	14				40	\$ 8,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,700.00
Task 3A.2 - Well Drilling Contract Documents 60%					6	10	18	28				62	\$ 13,230.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,230.00
Task 3A.3 - Well Drilling Contract Documents 90%					5	5	14	20				44	\$ 9,365.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,365.00
Task 3A.4 - Well Drilling Contract Documents 95%					4	4	8	12				28	\$ 6,020.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,020.00
Task 3A.5 - Well Drilling Contract Documents 100%					4	4	8	10				26	\$ 5,620.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,620.00
Task 3A.6 - Well Drilling Contract Documents Final					4	4	6	8				22	\$ 4,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,800.00
Task 3B - Drinking Water Source Assessment & Protection					8	8	20	26				62	\$ 13,280.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,280.00
Task 3C - Fox Canyon GMA Permit					8	10	24					42	\$ 9,390.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,390.00
TASK 4 - WELL DRILLING BIDDING ASSISTANCE		0	0	0	14	16	14	4	0	0	0	48	\$ 11,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 295.00	\$ 11,295.00
Task 4A - Pre-Bid Meeting					8	8	8					24	\$ 5,560.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 295.00	\$ 5,855.00
Task 4B - Bid Questions/Answers/Addenda					6	8	6	4				24	\$ 5,440.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,440.00
TASK 5 - WELL DRILLING CONSTRUCTION INSPECTION & ENGINEERING SERVICES DURING CONSTRUCTION		0	0	0	81	94	245	461	0	0	0	881	\$ 185,990.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,881.00	\$ 199,871.00
Task 5A - Preconstruction & Progress Meetings					5	5	5	5				20	\$ 4,475.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,475.00
Task 5B - Construction Administrative Duties					16	16	24					56	\$ 12,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 294.50	\$ 13,094.50
Task 5C.1 - Municipal Well Mobilization, Demobilization & Site Cleanup					2	2	9	32				45	\$ 9,260.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 834.50	\$ 10,094.50
Task 5C.2 - Noise Compliance					2	2	7	10				21	\$ 4,440.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 504.50	\$ 4,944.50
Task 5C.3 - Installation of Conductor Casing & Sanitary Seal					1	2	7	18				28	\$ 5,790.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 444.50	\$ 6,234.50
Task 5C.4 - Pilot Borehole Drilling & Formation Logging					3	3	11	40				57	\$ 11,765.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 924.50	\$ 12,689.50
Task 5C.5 - Geophysical Logging					1	1	3	8				13	\$ 2,715.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 444.50	\$ 3,159.50
Task 5C.6 - Selection of Isolated Aquifer Zone Test Intervals					6	8	12	4				30	\$ 6,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,700.00
Task 5C.7 - Isolated Aquifer Zone Testing					5	5	24	90				124	\$ 25,465.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,814.50	\$ 28,279.50
Task 5C.8 - Mechanical Grain Size Analysis					5	5	6	8				24	\$ 5,285.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 294.50	\$ 5,579.50
Task 5C.9 - Final Well Design					8	10	12	16				46	\$ 10,070.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,070.00
Task 5C.10 - Borehole Reaming & Caliper Survey					1	1	7	36				45	\$ 9,155.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,134.50	\$ 10,289.50
Task 5C.11 - Well Construction					4	4	30	28				66	\$ 13,840.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,849.00	\$ 15,689.00
Task 5C.12 - Initial Well Development					2	2	13	58				75	\$ 15,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,134.50	\$ 16,434.50
Task 5C.13 - Final Well Development					2	2	9	24				37	\$ 7,660.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,134.50	\$ 8,794.50
Task 5C.14 - Aquifer Pumping Tests & Fluid Velocity Spinner Survey					2	2	18	18				40	\$ 8,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 774.50	\$ 9,124.50
Task 5C.15 - Downhole Camera Survey, Well Plumbness & Alignment Testing					1	1	10	14				26	\$ 5,385.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 354.50	\$ 5,739.50
Task 5C.16 - Well Disinfection & Capping					1	1	8	12				22	\$ 4,565.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 354.50	\$ 4,919.50
Task 5C.17 - Final Inspections					4	6	10					20	\$ 4,510.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 589.00	\$ 5,099.00
Task 5D - Final Reporting/Summary of Operations Report					10	16	20	40				86	\$ 18,460.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,460.00
TASK 6 - WELL EQUIPPING DESIGN		56	288	436	0	0	0	0	28	36	0	844	\$ 184,900.00	\$ 109,555.00	\$ -	\$ -	\$ 109,555.00	\$ 10,955.50	\$ -	\$ 305,410.50
Task 6A.1 - Well Equipping Contract Documents 30%		12	80	120					8	12		232	\$ 50,580.00	\$ 32,195.00	\$ -	\$ -	\$ 32,195.00	\$ 3,219.50	\$ -	\$ 85,994.50
Task 6A.2 - Well Equipping Contract Documents 60%		12	60	120					8	8		208	\$ 45,400.00	\$ 32,195.00	\$ -	\$ -	\$ 32,195.00	\$ 3,219.50	\$ -	\$ 80,814.50
Task 6A.3 - Well Equipping Contract Documents 90%		8	40	68					4	4		124	\$ 27,140.00	\$ 23,180.00	\$ -	\$ -	\$ 23,180.00	\$ 2,318.00	\$ -	\$ 52,638.00
Task 6A.4 - Well Equipping Contract Documents 95%		8	40	64					4	4		120	\$ 26,300.00	\$ 5,450.00	\$ -	\$ -	\$ 5,450.00	\$ 545.00	\$ -	\$ 32,295.00
Task 6A.5 - Well Equipping Contract Documents 100%		6	20	32					2	4		64	\$ 14,100.00	\$ 11,085.00	\$ -	\$ -	\$ 11,085.00	\$ 1,108.50	\$ -	\$ 26,293.50
Task 6A.6 - Well Equipping Contract Documents Final		6	16	32					2	4		60	\$ 13,220.00	\$ 5,450.00	\$ -	\$ -	\$ 5,450.00	\$ 545.00	\$ -	\$ 19,215.00
Task 6B - Division of Drinking Water Supply Permit Amendment		4	32									36	\$ 8,160.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,160.00
TASK 7 - WELL EQUIPPING BIDDING ASSISTANCE		12	32	4	0	0	0	0	2	0	0	50	\$ 11,760.00	\$ 5,310.00	\$ -	\$ -	\$ 5,310.00	\$ 531.00	\$ 250.00	\$ 17,851.00
Task 7A - Pre-Bid Meeting		8	8									16	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250.00	\$ 4,250.00
Task 7B - Bid Questions/Answers/Addenda		4	24	4					2			34	\$ 7,760.00	\$ 5,310.00	\$ -	\$ -	\$ 5,310.00	\$ 531.00	\$ -	\$ 13,601.00
TASK 8 - WELL EQUIPPING ENGINEERING SERVICES DURING CONSTRUCTION		58	171	115	0	0	0	0	22	8	0	374	\$ 85,290.00	\$ 26,425.00	\$ -	\$ -	\$ 26,425.00	\$ 2,642.50	\$ 250.00	\$ 114,607.50
Task 8A - Preconstruction & Progress Meetings		26	26									52	\$ 13,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250.00	\$ 13,250.00
Task 8B - Submittal Review		12	95	75					18			200	\$ 44,690.00	\$ 11,680.00	\$ -	\$ -	\$ 11,680.00	\$ 1,168.00	\$ -	\$ 57,538.00
Task 8C - RFI Review		8	30						4			42	\$ 9,880.00	\$ 6,820.00	\$ -	\$ -	\$ 6,820.00	\$ 682.00	\$ -	\$ 17,382.00
Task 8D - Construction Change Order Review		4	20									24	\$ 5,520.00	\$ 2,960.00	\$ -	\$ -	\$ 2,960.00	\$ 296.00	\$ -	\$ 8,776.00
Task 8E - Record Drawings		8		40						8		56	\$ 12,200.00	\$ 4,965.00	\$ -	\$ -	\$ 4,965.00	\$ 496.50	\$ -	\$ 17,661.50
TOTAL HOURS		274	579	623	204	233	421	635	62	44										

FEE TOTAL \$ 938,318.00



City of Camarillo
Schedule to Provide Professional Services for Design, Inspection
and Construction Management Services for Desalter Standby Well (WT-11-01)



*Project schedule is relative to working days (weekends excluded)

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 are Kevin Gustorf and Karl Meier.

2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: \$938,318.

KEY PERSONNEL:

Name	Title/Position
Karl Meier	Project Manager

SUBCONSULTANTS:

Name
BSE Engineering
Calvada
C Below Subsurface Imaging

FEE SCHEDULE – See Attached

EXHIBIT B



CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$315
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$280
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$260
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$250
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$235
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$220
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$210
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$200
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$175
Designer	\$100
Senior CAD Technician/Graphics Designer II	\$195
Senior CAD Technician/Graphics Designer I	\$180
CAD Technician/Graphics Designer	\$160
Project Coordinator	\$170
Administrative Assistant	\$150
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work, Expert Witness Testimony and Preparation	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 67 cents per mile.

EXHIBIT C
INSURANCE

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

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