



**CITY OF CAMARILLO**

**PROFESSIONAL SERVICES AGREEMENT**

*With*

**HAZEN AND SAWYER**

*For*

**WELL E – PROJECT NO. WT-5101**

**PROFESSIONAL ENGINEERING DESIGN SERVICES**

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## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of November 13, 2024 ("**Effective Date**"), and is between the City of Camarillo, a California municipal corporation and general law city ("**City**") and Hazen and Sawyer, a New York 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:

Hazen and Sawyer  
88 West Sixth Street, Suite 400  
Los Angeles, CA 90017

Attention: Lynn Grijalva

Tel. (213) 234-1080

E-Mail lgrijalva@hazenandsawyer.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:

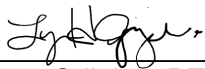
**CITY OF CAMARILLO**


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

**ATTEST:**

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

**HAZEN AND SAWYER**, a New York corporation

  
\_\_\_\_\_  
Lynn Grijalva, PE, Vice President

  
\_\_\_\_\_  
Hampik Dekermenjian, PE, Vice President

Camarillo Business Tax Certificate No. 048214 / Expiration Date 07/31/2025

**EXHIBIT A**

**SCOPE OF SERVICES**

**[Attached]**

## WELL D WELLHEAD TREATMENT AND WELL E DESIGN

### SCOPE OF WORK

#### **Project Description**

This project includes the design of new wellhead treatment for the City of Camarillo's (City's) existing Well D, and the design of new Well E. The intent of the new treatment for Well D is to ultimately eliminate the City's need to use imported water from Calleguas Municipal Water District (CMWD) to blend with Well D water to meet regulatory standards and the City's treated water quality goals for iron and manganese. The intent with the design of new Well E is to bid and construct the new well sometime after Well D treatment is constructed and operational.

This Scope of Work lists major project elements that will be designed by Hazen and provides descriptions of tasks that will be performed.

The Well D treatment will be located at the existing Well D site, on property owned by the City. The design capacity of the Well D treatment will be determined during the work but is expected to be approximately 1,700 gpm. The layout and facility sizing will consider the potential to add treatment for Well F, at the Well D site, in the future.

Demolition of existing Well D site infrastructure to accommodate the addition of new facilities, and the use of existing facilities, as noted below.

The design of the new Well D treatment is expected to include the following:

- New Iron and Manganese Treatment System for Well D including:
  - Filtration vessels and media. Initial assumption is multi-cell, horizontal pressure filter vessels for use with Greensand Plus or Pyrolusite media.
  - Decant tank and washwater return pumping/conveyance.
  - New chemical storage and handling, for pre-filtration feed and residual disinfection.
  - Appurtenant piping, valving and controls.
  - Appurtenant flow, analytical and pressure instrumentation.
- Use existing well pump, drive, controls and wellhead for Well D.
- Use existing on-site storm drain and sanitary sewer manhole for new connections.
- New yard piping, including raw water connection (from existing Well D wellhead piping), treated water connection to existing drinking water distribution system, connections to



existing storm drain for well blow-off and filter-to-waste, and connection to existing sanitary sewer manhole.

- Site Improvements, including grading and paving, new perimeter wall, chemical storage and handling building and electrical.
- Electrical Improvements, including new treatment for Well D, and provisions for Future Well E and potential future treatment/chemicals to accommodate raw water from Well F.
- SCADA Improvements, includes on-site improvements only and replacing existing on-site hardware.

The design of the new Well E is expected to include the following:

- The drilling and construction of a new Well E, with the intent of bidding and constructing the new well at some point in time after Well D treatment is constructed and operational.
- The bid package for Well E construction will be separate from the bid package for Well D Treatment.

Based on discussions with the City, Hazen has developed the following Scope of Work.

## **Task 1 - Project Administration and Coordination**

### **1.1 Project Management**

Hazen will provide overall project management during the design, which includes supervision of in-house staff, planning and monitoring contract budget and schedule, reviewing and submitting monthly invoices, and coordination with the City and Hazen's project team. For budgeting purposes, a design duration of 14 months is assumed.

### **1.2 Kickoff Meeting and Project Status Updates**

Upon receipt of a written Notice-to-Proceed, Hazen will conduct a kick-off meeting at the City's offices to review the scope of the project, confirm the project schedule, and identify information needs. A data request list will be provided prior to the kickoff meeting with the intent that the meeting will be used to review, and discuss, the available data and preliminary treatment assessment to advance the Pre-Design. The kickoff meeting will also be used to review and discuss bench/pilot testing and Division of Drinking Water (DDW) permitting requirements.

Hazen will provide periodic (monthly) project status updates during design consisting of a call with the City's Project Manager. The updates will summarize the progress of the work, discuss critical data collection items, discuss items that may impact the project schedule, identify out of scope work, and focus on any other relevant project issues.

#### ***Deliverables:***

- Provide electronic copies (PDF) of kickoff meeting agenda and minutes, including a list of action items. The Action Items List will be updated as needed, including updates after project update calls.





### **1.3 Quality Assurance/Quality Control (QA/QC)**

Hazen will conduct and demonstrate an effective quality assurance and quality control program (QA/QC) throughout the course of the project in accordance with our established policy.

## **Task 2 – Site Investigations**

### **2.1 Surveying**

To support the design of new Well D treatment and new Well E, Hazen's subconsultant, Encompass Consultant Group (ECG), will survey the site, notably staying north of the Caltrans right-of-way fence. We understand no easements or property acquisitions are required and as such, we will limit our boundary efforts to compiling available records and not performing a complete retracement and boundary establishment survey.

#### **Topographic Basemap**

- Perform field survey to locate pavement, curbs, drives, walks, building footprints, fences, walls, planters, and visible surface utilities, together with topographic features such as tops, toes, flow lines, grade breaks, etc. within the project limits (see exhibit attached). Pavement and surface materials will also be identified, and non-pressurized manholes within the mapping limits will be opened for invert measurements. Trees larger than 4" in diameter will be located and shown on the map.
- Download and compute survey data and prepare an AutoCAD drawing file. The mapping will be compiled at a scale of 1" = 10' with a 1-foot contour interval. Each surveyed feature will be clearly labeled or noted by symbol as identified in the field.
- Research of pertinent recorded maps and documents. Compile site boundary based on the information contained in the latest available assessor site information. The computed boundary will be added to the AutoCAD drawing base map. Resolving boundary problems, such as conflicting descriptions and misclosures, are beyond the scope of this proposal. If easements of record are required to be plotted, a current preliminary title report will need to be provided by the City to determine the additional level of effort, if any.
- Perform field survey to search for and recover existing record monuments sufficient in number to compile the record documents. The monuments will be tied to the project control survey, and will be used to orient the boundary to the project mapping datum.

#### ***Deliverables:***

- AutoCAD drawing files and a PDF signed and sealed digitally by a California Licensed Lands Surveyor. Hardcopies available upon request.

### **2.2 Geotechnical**

To support the detailed design of Well D Treatment, Hazen's subconsultant, Earth Systems, Inc, will provide a geotechnical investigation including the following:

## **2.2.1 Data Review and Project Coordination**

Review readily available regional geologic/geotechnical data to characterize the overall site conditions. Earth Systems will prepare for fieldwork by contacting Underground Service Alert (USA) and physically marking the proposed boring locations on-site so that USA representatives will be able to clear the site for public utilities. It is assumed that the City will provide locations of any utilities not marked by USA prior to commencement of field activities. Earth Systems will not be responsible for mis-located or unlocated utilities. It is assumed that permits will not be required for the field work, and that the City will supply Earth Systems with permission to enter the project site.

## **2.2.2 Field Exploration**

Earth Systems will explore the subsurface conditions and materials at the proposed Well D site by drilling three hollow-stem auger borings. The planned depths of the borings are between 20 and 50 feet (if achievable). Borings drilled through the pavement will be patched with asphalt cold patch packed tightly into the top of the holes. Samples will be gathered from the borings at selected depths using conventional drive-tube samplers. Any additional subsurface exploration is beyond the scope of these services.

## **2.2.3 Geotechnical Laboratory Testing**

Laboratory testing will be performed on soil samples collected during the field exploration to help identify and evaluate subsurface site characteristics. Tests include, but may not be limited to: measuring in-place moisture and density; determining maximum density and optimum moisture of soil expected to be used during grading; direct shear testing of remolded and/or in-place samples; expansion index and consolidation testing of anticipated bearing soils; analyzing soil grain size distribution, determining Atterberg limits, R-value testing of pavement subgrade soils, and pH, resistivity, soluble chloride and soluble sulfate testing of soils.

## **2.2.4 Geotechnical Evaluation and Reporting**

Once field and laboratory tests are complete, the data will be organized and analyzed to develop conclusions and recommendations relevant to site improvements.

A Geotechnical Engineering Report will be prepared based on evaluation of the data obtained from the exploration and testing programs, and on experience and judgment. Included in the report will be:

- discussion of regional and local geologic conditions,
- descriptions of the field and laboratory tests performed during our studies,
- discussions of geologic hazards,
- discussions pertaining to the engineering properties of soil types encountered on-site,
- groundwater conditions, analyses of liquefaction and seismic induced settlement, and
- recommendations for site improvement based on the geological and geotechnical conditions.

Recommendations will include:

- criteria for grading,
- preliminary recommendations for ground modification if thought necessary,
- seismic design parameters,
- vertical, lateral and bearing pressures for use in structural design,
- estimated total and differential settlements,
- minimum foundation design criteria based on the results of the field study, and
- preliminary pavement sections.

### **2.2.5 Design Review Support**

Provide design review support to Hazen at the 90% submittal to confirm drawings and specifications reflect the geotechnical requirements.

*Deliverables:*

- Draft and Final Geotechnical Report. Provide electronic files: Adobe Acrobat PDF.

## **Task 3 - Pre-Design**

### **3.1 Background Information Review/Site Visit**

Hazen will review available reports, permit documents and conduct one (1) site visit to confirm existing facilities and treatment footprint constraints.

Hazen will also obtain and review relevant and readily available hydrogeologic data and literature for the project area and vicinity, that may include, but not be limited to, details of well construction for nearby active, inactive, and destroyed/abandoned water supply and groundwater monitoring wells, historical groundwater quality data, static and pumping groundwater levels, aquifer and well testing information, and nearby sites of environmental concern.

*Deliverable:*

- Site visit notes

### **3.2 Project Description and Constraints**

Prior to identifying and assessing treatment alternatives, it is necessary to define the project's constraints, specifically the range of water quality and flow requirements. In this task, Hazen will:

- Summarize the range of raw water quality (maximum, average and minimum values) for several key parameters and identify a design treated water quality.
- Summarize range of flow required (max., min. and average).
- Summarize water quality treatment goals for the site



To accomplish the objectives of this Task, Hazen will review available water quality data including iron, manganese, alkalinity, pH other available inorganic, organic and general water chemistry.

### **3.3 Preliminary Design Criteria**

Hazen will identify and assess process alternatives for treatment and develop recommended design criteria for two shortlisted treatment alternatives. It is assumed that the Well D treatment scope and budget are based on iron and manganese treatment. If other parameters or contaminants are identified in the previous tasks (i.e., PFAS, Cr6, etc.) that require additional treatment to that for iron and manganese, the scope and budget will be reevaluated and put forward for a decision before moving forward. If the City elects to conduct pilot testing, Hazen recommends pilot testing the two short-listed treatment alternatives (pilot testing scope in Task 4).

Hazen will also review local groundwater conditions (including water quality and levels), aquifer production potential, and permitting and regulatory requirements to develop preliminary design criteria for new Well E.

### **3.4 Basis of Design Technical Memorandum**

Hazen will prepare a draft and final Basis of Design Technical Memorandum (TM) that includes both the Well D Treatment Project and the Well E Construction Project. The TM is anticipated to contain the following information:

- Background
- Project description and constraints
- Project Schedule, including design and construction milestones for each phase
- Well D Treatment Design Criteria
  - Oxidation media
  - Filter vessels
  - Decant tank and pumping
  - Hydraulic evaluations
  - Well pump assessment
  - Civil/Site/Yard Piping
  - Power supply/standby power assessments
- Well E Design Criteria
  - Well location,
  - Well depth, Dimensions, and Materials.
  - Expected permits and regulatory requirements.
- Instrumentation, Control and SCADA
- Permitting Requirements



- Preliminary list of needed specifications and standard/typical details
- Preliminary construction sequencing strategies

A Draft TM will be developed, documenting the work of this task. Following review of the Draft TM by the City, responses to consolidated and reconciled comments will be developed and incorporated into a Final TM. An Estimate of Probable Costs (Class 4, AACE International) will be included in the Engineer's Report

*Deliverables:*

- Draft TM (Electronic, Adobe PDF format).
- Tabulated comment responses for Draft Report review form (Electronic, Adobe PDF format).
- Final TM (Electronic, Adobe PDF format)

### **Task 3.5 Well D Treatment 30% Design Drawings**

Hazen will prepare 30% design level drawings of the Well D Treatment Project for the City's review and comment. The 30% design drawings will be submitted with the Basis of Design TM, based on the recommended treatment alternative and design criteria. The 30% design drawings will include the following and are listed in Appendix A:

- Process Flow Diagram
- Hydraulic Profile
- Site Layout (showing proposed equipment and space/locations for future equipment/Well E)
- Mechanical Plans
- Electrical Single Line Diagram
- P&IDs

Responses to the City's compiled and reconciled comments on the 30% Drawings will be provided. Comments received will be addressed and incorporated as applicable into the detailed design submittals (Task 5).

For the Site Layout, Hazen will prepare a basemap by utilizing the survey and incorporating existing underground utilities. The locations of all existing underground utilities will be based on As-Built information provided by the City.

*Deliverables:*

- 30% design drawings in electronic PDF format. Half-size hard copies can be delivered on request.



### **Task 3.6 Pre-Design Workshop**

Hazen will conduct a Pre-Design Workshop to review the results of the preliminary design and the Draft Basis of Design Technical Memorandum and 30% Drawings with the City.

#### *Deliverables:*

- Meeting agenda and minutes (Electronic .PDF).

### **Task 4 – Not Used**

### **Task 5 – Detailed Design**

#### **5.1 Well D Treatment - Design Drawings, Technical Specifications and Calculations**

Hazen will prepare design drawings and specifications for the Well D Treatment Project for the City's review and provide compiled and reconciled comments. Hazen will perform the detailed design and prepare Final/Bid set construction drawings and specifications. The drawings will be formatted on 22" x 34" and will be legible when printed half-size on 11" x 17". For budgetary purposes, a preliminary list of design drawings is provided in Appendix A. It is assumed that Hazen will prepare the Front-End (Div. 0 and Div. 1) specifications using the City's standards, and that all specifications will be in CSI format. Hazen will prepare and provide required calculations, and final design calculations will be signed and stamped as required by the California Building Code (CBC).

Hazen will submit the detailed design progress sets at each of the 60%, 90% and 100% completion levels. Comments provided by the City for each submittal will be discussed during the respective design meeting (Task 5.5). The City's comments will be addressed as discussed during the design review meeting and incorporated as applicable into the subsequent submittal. The City's review comments on the 100% submittal will be addressed in the Final/Bid Set.

#### *Deliverables:*

- 60%, 90%, 100% and Final/Bid Set design drawings, specifications and calculations. Signed and stamped drawings, specifications and calculations will be provided for the Final/Bid Set submittal. Provide electronic files: native and Adobe Acrobat PDF for each design level submittal. For Final/Bid set, three half size (3) hard copies, and electronic copies (native Adobe Acrobat PDF).

#### **5.2 Well E - Design Drawings and Technical Specifications**

Hazen will prepare design drawings and specifications for the Well E Construction Project for the City's review and provide compiled and reconciled comments. Hazen will perform the detailed design and prepare Draft and Final construction drawings and specifications. The drawings will be formatted on 22" x 34" and will be legible when printed half-size on 11" x 17". It is assumed that Hazen will prepare the Front-End (Div. 0 and Div. 1) specifications using the City's standards, and that all specifications will be in CSI format.



The drawings and technical specifications will include (but are not necessarily limited to) the following:

- Well location, depth, dimensions, and material.
- Expected geohydrologic conditions.
- Permits and regulatory requirements.
- Compliance with discharge requirements.
- Job conditions (e.g. noise suppression, drilling waste, runoff management, power, lighting, water, security, sanitation, parking, traffic control, and work damage).
- Mobilization, demobilization, clearing, grubbing, and site cleanup.
- Recommended drilling methods and potential drilling problems.
- Equipment, materials, and records to be furnished by the contractor.
- Records to be kept by the contractor.
- Well drilling and construction procedures, including:
  - Drilling, installation, and cementing of conductor casing,
  - Pilot-borehole drilling,
  - Geophysical borehole logging (i.e., short- and long-normal resistivity logs, guard or lateral logs, self-potential log, gamma ray, sonic, and nuclear magnetic resonance),
  - Final borehole drilling (reaming pass),
  - Alignment, plumbness, borehole integrity, and drilling speed,
  - Well casing and screen installation,
  - Gravel access and sampling tube installation,
  - Filter pack materials selection and approved placement method, and
  - Annular cement seal installation.
- Well development procedures, including:
  - Initial airlift development between packers,
  - Development by wireline swabbing and bailing (if necessary), and
  - Development by pumping.
- Aquifer pumping and recovery tests, and spinner (flowmeter) survey,
- Downhole video camera and gyroscopic alignment surveys, and
- Well disinfection, well cover, and final site observations.

Hazen will submit a draft progress set of the drawings and technical specifications for the City's review. Comments provided by the City for Draft submittal will be discussed during the 60% design meeting for the Well D treatment Project (Task 5.5). The City's comments will be addressed as discussed during the design review meeting and incorporated as applicable into the Final submittal.

*Deliverables:*

- Draft and Final design drawings and specifications. Signed and stamped drawings and specifications will be provided for the Final submittal. Provide electronic files:





native and Adobe Acrobat PDF for the draft submittal. For Final, three (3) half-size hard copies and electronic copies (native and Adobe Acrobat PDF).

### **5.3 Opinion of Probable Construction Cost (OPCC)**

Hazen will prepare an Opinion of Probable Construction Cost (OPCC) based on the 60% design submittal for the City's Well D Treatment Project, and the Draft design submittal for the Well E Construction Project, in the same format as the bid schedule. Hazen will update the OPCC with the 90% and 100% submittals for the Well D Treatment Project. The 60% OPCC will be developed as a Class 3 estimate in accordance with AACE International guidelines. The 90% and 100% OPCC will be Class 2.

#### *Deliverables:*

- 60%, 90% and 100% OPCC. Provide electronic files: MS Excel and Adobe Acrobat PDF for each design level submittal.

### **5.4 Project Schedule**

Hazen will prepare a detailed Project Schedule, including completion of the Detailed Design Phase, Bid Phase, and Construction Phase through Start-up based on the 60% design submittal for the Well D Treatment Project and the Draft design submittal for the Well E Construction Project. Hazen will update the Project Schedule with the 90% submittal for the Well D Treatment Project/Final design submittal for the Well E Construction Project. The intent of this Project Schedule is to update the bidding, construction and startup duration estimates based on design progress.

Design schedules, including design milestones, deliverable and meeting dates will be provided initially at the kickoff meeting and updated monthly during the project as needed. Scope for the design schedule is included in Task 1.1, Project Management.

#### *Deliverables:*

- 60% and 90% Project Schedule. Provide electronic files: MS Excel and MS Project for each design level submittal.

### **5.5 Design Meetings**

In addition to the Kickoff Meeting, Hazen will facilitate and lead the following three (3) Design Meetings:

- Design Meeting No.1: 60% Design Review (In Person). Includes design review meeting for Draft Well E Construction Project.
- Design Meeting No.2: 90% Design Review (In Person). Includes design review meeting for Final Well E Construction Project.
- Design Meeting No. 3: 100% Design Review (Virtual)

Hazen will participate in and/or lead the meetings listed above and prepare meeting agendas, presentations, minutes (including documenting verbal comments and questions), and action items as necessary, and/or as directed by the City. It is assumed





that all meetings, except for site visits, will be conducted virtually using MS Teams, or similar, to conduct the meetings.

*Deliverables:*

- Draft and Final Meeting Agenda, Presentation, Minutes, and Action List for each meeting (electronic files: MS Word file, PowerPoint, and Adobe Acrobat PDF files).

## **Task 6 – Bidding Support**

### **6.1 Pre-Bid Meeting**

Hazen will attend and support the pre-bid meeting, in-person, including preparation of a meeting agenda, meeting minutes and an action items list.

*Deliverables:*

- Provide electronic copies (PDF) of pre-bid meeting agenda and minutes, including a list of action items.

### **6.2 Responses to Questions, Request for Clarifications and Addenda**

Hazen will prepare responses to questions and requests for clarifications and the addenda, as required and/or directed by the City. This scope assumes a total of two (2) addenda.

*Deliverables:*

- Respond to contractor questions and requests for clarifications. Provide electronic files; MS Word and Adobe Acrobat PDF.
- Addenda (2). Provide Stamped and signed electronic files: MS Word and Adobe Acrobat PDF file.

## **Task 7 – Environmental**

Hazen will review prior California Environmental Quality Act (CEQA) documentation and applicable regulatory permits, which will form the basis of the CEQA document for the proposed modifications. For the purposes of this proposal, Hazen assumes that all improvements will occur within the existing facility property. This proposal assumes that the CEQA document will be an Initial Study (IS) leading to the preparation of a Mitigated Negative Declaration (MND). However, Hazen will initially pursue with the City the potential of a Categorical Exemption (CE) including discussions on mitigation measures to determine if a CE is achievable and preferred.

## **7.1 Project Initiation**

### **7.1.1 Field Study**

As a part of the early scoping for the Project, Hazen will conduct a field study of the site, reviewing existing land use and environmental conditions, and take site photos to record on-site and surrounding uses.

### **7.1.2 Project Management and Subconsultant Management**

Hazen will attend a separate kick-off meeting with the City, to discuss overall project goals, schedule, existing relevant reference documents, and specifics regarding the CEQA compliance process. Hazen will also manage coordination with any subconsultants.

### **7.1.3 Literature/Records Research**

Hazen will obtain and review available data for the Project. Additionally, Hazen will review relevant policy documentation from local, State and Federal agencies, and other agencies which may be affected by the Project. This information, along with the data and information available from the City, will become part of the foundation of the CEQA document and will be reviewed and incorporated into the analysis, as deemed appropriate.

### **7.1.4 AB52 Consultation**

On behalf of the City, Hazen will assist with conducting an Assembly Bill 52 (AB52) consultation. This will occur concurrently with the IS/MND process, but requires separate noticing due to the unique requirements of AB52. During this task, Hazen will contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) Search, and to request a list of Native American tribes and individuals to contact. Hazen will contact entities listed to discern whether any tribe or individual has knowledge of cultural resources within the Project boundaries. During this task, Hazen will send one e-mail to the NAHC and one mail to each listed tribe and/or individual (via regular certified mail or e-mail). Results of these communications and the SLF Search will be summarized in a spreadsheet matrix and appended to the IS/MND.

Should any tribe request formal consultation and negotiation of requested mitigation, the tribal meetings and negotiations will be provided on a time and materials basis.

#### *Deliverables:*

- Kickoff Meeting Agenda and Minutes (Electronic, .PDF)
- Field visit notes (Electronic, .PDF)
- Literature/records search (Electronic, .PDF)
- AB52 consultation letters (Electronic, .PDF)

## **7.2 IS/MND**

### **7.2.1 Preparation of Administrative Draft IS/MND**

This task includes preparation of the Administrative Draft IS/MND . The IS/MND will be prepared according to the State CEQA Guidelines. The standards/criteria of significance will be



developed based on CEQA Guidelines, and tailored or refined as relevant to the City's requirements. The impact analysis will specify the threshold standards for each topic. The IS/MND will explain and document reasons why a particular standard is not addressed, and thus why the impact discussion is not relevant to the proposed Project. The IS/MND will incorporate the technical studies and design information developed in other tasks, as well as utilize available information from the City, County, and other readily available applicable sources.

Each of the topics identified on the environmental assessment form contained in the State CEQA Guidelines will be evaluated to document the nature and extent of any potential environmental consequences and the need for mitigation. Many of the issue areas addressed in the Initial Study will not have the potential for significant effects (i.e., "No Impact" or "Less than Significant Impact") due to the type and size of the proposed project. However, the document will address any potential impacts under all environmental issues. The specific purpose of the analysis in the Initial Study will be to identify potential significant adverse environmental impacts and incorporate mitigation measures to reduce or eliminate any adverse consequences.

Hazen will prepare a draft Initial Study document to include the following sections:

- **Introduction.** This section will introduce the Initial Study, describe the purpose of the Initial Study and determination for the preparation of the appropriate environmental document and will provide a brief summary of the findings of the Initial Study.
- **Environmental Setting.** The environmental setting will describe existing physical setting and characteristics of the project site, as well as the setting and character of adjacent land uses and the surrounding area.
- **Project Description.** The project description will provide a detailed, yet concise, description of the proposed Project. The purpose and need for the project will be clearly stated, along with the anticipated (community) benefits of the proposed project. Any discretionary actions needed to implement the project will be identified.
- **Environmental Analysis.** This section will provide an expanded discussion of the environmental issues as presented in the Environmental Initial Study checklist. Each checklist question will be presented along with a response. A statement will be provided to clearly support the checklist response to each question. References used as the basis for the analysis will also be listed after each response.

The initial study and environmental checklist will include the following 21 environmental issue areas included in the CEQA Guidelines Environmental Checklist:

- Aesthetics
- Agricultural and Forest Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality

- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities / Service Systems
- Wildfire
- Mandatory Findings of Significance

The Mandatory Findings of Significance section will provide a discussion of the project's impacts, as they relate to the mandatory findings of significance under CEQA. Similar to the discussion in the Environmental Analysis section, a response will be presented for each of the Mandatory Findings of Significance questions, as found in the Initial Study Checklist. Any mitigation measures developed to reduce adverse impacts will also be identified.

Relevant technical studies will be included as an appendix to the IS/MND, including project-specific studies provided by the City and relevant engineering studies or plans developed in other tasks.

#### *Deliverables*

- One (1) electronic draft IS/MND Table of Contents, Project Description, and sample IS/MND section outline
- One (1) electronic submittal of the IS/MND for the City's review (Electronic, .PDF)
- One (1) electronic copy of the IS/MND, Appendices and Exhibits for the City's review (Electronic, .PDF)

#### **7.2.2 Preparation of Draft IS/MND**

Following consultation with the City, Hazen will revise the IS/MND and prepare a Draft IS/MND for final review for the City staff prior to public circulation. This task assumes that any final comments will be relatively minor, will not raise new substantive issues, and that no new technical analysis will be required.

Hazen will prepare the IS/MND notices for the City's review, including the Notice of Availability (NOA) and newspaper notice. The City or Hazen will distribute the NOA to the IS/MND distribution list, as well as Responsible and Trustee agencies, the County Clerk, local library, and the State Clearinghouse. A radius list, if required, will be used. The City or Hazen can provide the State Clearinghouse an electronic copy of the SCH "summary form" and an electronic copy of the IS/MND, also for use in posting on the City's website. This scope of work does not include a public meeting during the IS/MND public review period.

#### *Deliverables:*

- Two (2) "check copies" of the Draft IS/MND (Electronic, .PDF)
- Draft IS/MND (Electronic, .PDF)
- Draft IS/MND, Exhibits and Appendices (Electronic, .PDF)

- NOA (Electronic, .PDF)
- One electronic copy of the SCH “summary form” (Electronic, .PDF)

### **Task 7.2.3 Preparation of Final IS/MND**

**Response to Comments:** Upon completion of the 30-day public review period, Hazen will prepare written responses to the letters of comment received. All comments received in response to the IS/MND will be discussed with the City staff and an approach to the responses will be agreed upon prior to preparation of the responses. Draft responses to comments will be submitted for review and comment.

**Errata:** Hazen will prepare an Errata section for inclusion with the Responses to Comments document, identifying proposed changes to the Draft IS/MND, based on public comments or staff-initiated technical corrections.

**Mitigation Monitoring and Reporting Program:** In compliance with CEQA Guidelines Section 21081.6, Hazen will prepare a Mitigation Monitoring and Reporting Program (MMRP) to be defined through coordination with the City staff. The Mitigation Monitoring and Reporting Program will incorporate all mitigation measures from the IS/MND. Hazen will respond to one set of the City comments on the Draft Mitigation Monitoring and Reporting Program. This document will be attached to the City’s staff report and resolution for Project approval, and provided to the City staff in electronic format (staff report to be prepared by the City staff or others).

**Final IS/MND:** The Final IS/MND will include necessary agreed upon revisions requested by staff or as a result of the Public Review process, Letters of Comment and Responses, and the Mitigation Monitoring and Reporting Program (MMRP). The level of effort for this task is an estimate as responding to public comments is difficult to predict depending on the project and specific stakeholder responses. Therefore, Hazen has assumed a reasonable set of public comments will be addressed.

#### ***Deliverables:***

- One (1) Screen check electronic copy of the Final IS/MND and MMRP (Electronic, .PDF)
- One electronic copy of the Final IS/MND and MMRP (Electronic, .PDF)

## **Task 8 - Permitting Support**

### **8.1 DDW Permitting**

Hazen will identify permitting requirements for the project and applicable regulatory agencies to coordinate with, including DDW and SCE. Hazen will coordinate and assist the Agency in obtaining an operating permit amendment from the State of California’s DDW. Supporting design documents for permit applications, including DDW permit amendment design documents will be prepared and provided.

#### ***Deliverables:***



- Supporting documents for DDW permit amendment. Provide electronic files: Adobe Acrobat PDF.

**Assumptions:**

- Potholing is not included in this scope. If potholing is required during design, it is assumed that the City will utilize their on-call contracts and procure potholing, and any additional surveying associated with the potholes, directly.
- Arc flash study is not included in this scope.

## APPENDIX A

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### Preliminary List of Drawings

## List of Design Drawings

Dwg No.	Sheet No.	Title	30%	60%	90%	95%	100%	Final/Bid
<b>General</b>								
1	G001	Cover Sheet, Location Map and Vicinity Map	X	X	X	X	X	X
2	G002	Sheet Index, Abbreviations and Notes	X	X	X	X	X	X
3	G003	Well D Fe/Mn Treatment Process Flow Diagram	X	X	X	X	X	X
4	G004	Well D Fe/Mn Treatment Hydraulic Profile	X	X	X	X	X	X
<b>Civil</b>								
5	C001	Site Existing Conditions Plan	X	X	X	X	X	X
6	C002	Site Demolition Plan		X	X	X	X	X
7	C003	Site Plan and Horizontal Control	X	X	X	X	X	X
8	C004	Site Yard Piping Plan		X	X	X	X	X
9	C005	Site Grading, Paving and Drainage Plan		X	X	X	X	X
10	C006	Drainage Pipeline Plan and Profile		X	X	X	X	X
11	C007	Sludge Pipeline Plan and Profile I		X	X	X	X	X
12	C008	Construction Sequencing, Phasing and Tie-ins		X	X	X	X	X
13	C009	Wall, Fence and Gate Details			X	X	X	X
14	CD01	Civil Details I			X	X	X	X
15	CD02	Civil Details II			X	X	X	X
16	CD03	Civil Details III			X	X	X	X
<b>Mechanical</b>								
17	M001	Well D Fe/Mn Treatment - Overall Process Plan	X	X	X	X	X	X
18	M010	Filters - Plan	X	X	X	X	X	X
19	M011	Filters - Sections	X	X	X	X	X	X
20	M012	Filters - Section and Details		X	X	X	X	X
21	M013	Air Scour Blowers - Plan, Sections and Details	X	X	X	X	X	X
22	M050	Backwash Storage Tank - Plan	X	X	X	X	X	X
23	M051	Backwash Storage Tank - Sections and Details		X	X	X	X	X
24	M052	Decant Pumps - Plan, Sections and Details	X	X	X	X	X	X
25	M100	Chemical Building - Plan	X	X	X	X	X	X
26	M101	Chemical Building - Sections and Detail	X	X	X	X	X	X
27	M102	Chemical Building - Isometrics		X	X	X	X	X
28	M150	Storm Drain and Sewer Connections - Details		X	X	X	X	X
29	MD01	Mechanical Details I			X	X	X	X
30	MD02	Mechanical Details II			X	X	X	X
31	MD03	Mechanical Details III			X	X	X	X



Structural								
32	S001	General Structural Notes I			X	X	X	X
33	S002	General Structural Notes II			X	X	X	X
34	S003	General Structural Notes III			X	X	X	X
35	S010	Filter Area Foundation Plan		X	X	X	X	X
36	S011	Filter Area Foundation Sections		X	X	X	X	X
37	S012	Air Scour Blowers Plan and Sections		X	X	X	X	X
38	S050	Backwash Storage Tank and Decant Pumps - Plan		X	X	X	X	X
39	S051	Backwash Storage Tank and Decant Pumps - Sections and Details		X	X	X	X	X
40	S100	Chemical Building - Foundation Plan		X	X	X	X	X
41	S101	Chemical Building - Roof Framing Plan		X	X	X	X	X
42	S102	Chemical Building - Sections I		X	X	X	X	X
43	S103	Chemical Building - Sections II		X	X	X	X	X
44	S104	Chemical Building - Structural Details			X	X	X	X
45	SD01	Structural Standard Details I			X	X	X	X
46	SD02	Structural Standard Details II			X	X	X	X
47	SD03	Structural Standard Details III			X	X	X	X
Architectural								
48	A001	Chemical Building - Plans, Building Code and Life Safety	X	X	X	X	X	X
49	A100	Chemical Building - Roof Plan		X	X	X	X	X
50	A101	Chemical Building - Elevations		X	X	X	X	X
51	A102	Chemical Building - Sections		X	X	X	X	X
52	A103	Chemical Building - Schedules			X	X	X	X
53	AD01	Architectural Details I			X	X	X	X
54	AD02	Architectural Details II			X	X	X	X
HVAC								
55	H001	Symbols, Abbreviations, and General Notes		X	X	X	X	X
56	H002	Schedules and Schematics		X	X	X	X	X
57	H100	Chemical Building - Overall Plan		X	X	X	X	X
58	H101	Chemical Building - Sections			X	X	X	X
59	HD01	HVAC Details			X	X	X	X

Electrical								
60	E001	Electrical Legend and Symbols	X	X	X	X	X	X
61	E002	Electrical General Notes and Abbreviations	X	X	X	X	X	X
62	E003	Well D Electrical Site Plan and Duct Bank Schedule	X	X	X	X	X	X
63	E005	Well D Site Lighting and Grounding Plan			X	X	X	X
64	E051	Backwash Tank & Decant Pumps Electrical Plan		X	X	X	X	X
65	E101	Chemical Building/Electrical Room Power Plan		X	X	X	X	X
66	E102	Chemical Building/Electrical Room Lighting and Grounding Plan		X	X	X	X	X
67	E200	Well D Treatment Facility Electrical Single Line Diagram I	X	X	X	X	X	X
68	E202	Well D Treatment Facility Electrical Controls One-Line Diagram I			X	X	X	X
69	E203	Well D Treatment Facility Electrical Controls One-Line Diagram II			X	X	X	X
70	E204	Control Schematic Diagram			X	X	X	X
71	E205	Well D Treatment Facility Electrical Panel Schedules and Riser Diagram			X	X	X	X
72	E207	Electrical Conduit and Wire Schedules I			X	X	X	X
73	E208	Electrical Conduit and Wire Schedules II			X	X	X	X
74	ED01	Electrical Details I			X	X	X	X
75	ED02	Electrical Details II			X	X	X	X
76	ED03	Electrical Details III			X	X	X	X
Instrumentation								
77	I001	Symbols and Legend	X	X	X	X	X	X
78	I002	Network Architecture	X	X	X	X	X	X
79	I003	Well D and Well E P&ID	X	X	X	X	X	X
80	I010	Filters P&ID	X	X	X	X	X	X
81	I011	Air System P&ID	X	X	X	X	X	X
82	I050	Backwash Tank and Decant Pumps P&ID	X	X	X	X	X	X
83	I100	Sodium Hypochlorite System P&ID	X	X	X	X	X	X
84	ID01	Instrumentation Details 1			X	X	X	X
85	ID03	Instrumentation Details 2			X	X	X	X

Hazen Classification:	Vice President	Associate Vice President	Sr. Associate II	Sr. Associate I	Associate	Sr. Principal Engineer	Principal Engineer	Engineer	Assistant Engineer II	Assistant Engineer I	Sr. Principal Designer	Principal Designer	Designer	Admin.	Technician		Labor	Subconsultants				Other Direct Costs		TOTALS			
Name:	Grijalva (PIC), Blute (TA), Soloman (CEQA)	Yokoyama, Discipline QA/QC	Diamond (PM), Rahmian- Pour (QA/QC), Malloy (QA/QC), Bill Malone (Civil Lead), Bustos (Well E Lead) Jack Yao, Electrical QA/QC		Arif Purnoko (Structural Lead), Gustafson (Electrical Lead), Misc. (Sr Support), Portner (Cost Estimating), Leune (CEQA)		Quiroz (PE), Burba (I&C Lead), Well E Support, Chow (CEQA Support)		Barua (CEQA Support), AE/Staff Support			BIM Coordinator	Designer	Admin.				ECG	Earth Systems	Rincon (Biological, Noise, Cultu							
Project Role:	PIC, TA, CEQA	Civil Design Lead	Manager, QA/QC, Mechanical		Design Lead, Electrical, Structural,		Project Engineer		Project Support					Admin.				Sub Fee	Sub Fee	Sub Fee	Sub Markup 5%	Direct Costs	Direct Cost Markup 5%	Total Labor Fee	Total Subs Fee	Total Direct Costs Fee	Total Fee
Hourly Rate:	\$360	\$340	\$320	\$310	\$290	\$260	\$230	\$210	\$195	\$170	\$200	\$180	\$160	\$145	\$120	Subtotal Hours	Labor Fee	Sub Fee	Sub Fee	Sub Fee	Sub Markup 5%	Direct Costs	Direct Cost Markup 5%	Total Labor Fee	Total Subs Fee	Total Direct Costs Fee	Total Fee
TASK SUBTAS																											
No.	K No.	TASK/SUBTASK DESCRIPTION																									
1		PROJECT ADMINISTRATION AND COORDINATION																									
	1.1	Project Management (14 months)	12		120				24					24		300	\$78,480				\$0	\$200	\$10.00	\$78,480.00	\$0	\$210.00	\$78,690.00
	1.2	Kickoff Meeting (1) and Project Status Updates (13)			16				20					8		44	\$10,880				\$0		\$0	\$10,880.00	\$0	\$0	\$10,880.00
	1.3	Quality Assurance/Quality Control		16	60				22					8		106	\$30,860				\$0		\$0	\$30,860.00	\$0	\$0	\$30,860.00
		TASK 1 - SUBTOTAL	12	16	196	0	0	0	162	0	24	0	0	40	0	450	\$120,220	\$0	\$0	\$0	\$0	\$200	\$10.00	\$120,220.00	\$0	\$210.00	\$120,430.00
2		SITE INVESTIGATIONS																									
	2.1	Surveying		2	4				8		2		4	1		21	\$5,055	\$8,665			\$433.25	\$150	\$7.50	\$5,055.00	\$9,098.25	\$157.50	\$14,310.75
	2.2	Geotechnical Investigation			2				8		4		2	1		17	\$3,765		\$16,100		\$805.00		\$0	\$3,765.00	\$16,905.00	\$0	\$20,670.00
		TASK 2 - SUBTOTAL	0	2	6	0	0	0	16	0	6	0	6	2	0	38	\$8,820	\$8,665	\$16,100	\$0	\$1,238.25	\$150	\$7.50	\$8,820.00	\$26,003.25	\$157.50	\$34,980.75
3		PRE-DESIGN																									
	3.1	Background Information Review/Site Visit		2	52		8		12		40					114	\$30,200				\$0		\$0	\$30,200.00	\$0	\$0	\$30,200.00
	3.2	Project Description and Constraints		2	8		8		16		16					50	\$12,360				\$0		\$0	\$12,360.00	\$0	\$0	\$12,360.00
	3.3	Preliminary Design Criteria		8	52		24		56		36					176	\$46,220				\$0		\$0	\$46,220.00	\$0	\$0	\$46,220.00
	3.4	Basis of Design Technical Memorandum (Draft & Final)		4	16		28		68		72		20	8		216	\$48,640				\$0		\$0	\$48,640.00	\$0	\$0	\$48,640.00
	3.5	30% Design Drawings		3	8	3	50		103	50		11	96			404	\$84,140				\$0		\$0	\$84,140.00	\$0	\$0	\$84,140.00
	3.6	Pre-Design Workshop		2	4		2		4		8					20	\$5,020				\$0		\$0	\$5,020.00	\$0	\$0	\$5,020.00
		TASK 3 - SUBTOTAL	0	21	140	3	120	0	259	50	0	11	116	8	0	980	\$226,580	\$0	\$0	\$0	\$0	\$0	\$0	\$226,580.00	\$0	\$0	\$226,580.00
4		NOT USED																									
		TASK 4 - SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0	\$0
5		DETAILED DESIGN																									
	5.1	Well D Treatment - Design Drawings, Technical Specifications and Calculations		28	84	28	426		606		839	435	52	465		2963	\$629,315				\$0	\$300	\$15.00	\$629,315.00	\$0	\$315.00	\$629,630.00
	5.2	Well E - Design Drawings and Technical Specifications			120		40						80			240	\$62,800				\$0	\$300	\$15.00	\$62,800.00	\$0	\$315.00	\$63,115.00
	5.3	Opinion of Probable Construction Cost (OPCC) (2)			8		32		16							56	\$15,520				\$0		\$0	\$15,520.00	\$0	\$0	\$15,520.00
	5.4	Project Schedule (2)			2				8							10	\$2,480				\$0	\$150	\$7.50	\$2,480.00	\$0	\$157.50	\$2,637.50
	5.5	Design Meetings (3)		6	12		6		18					3		45	\$12,195				\$0	\$150	\$7.50	\$12,195.00	\$0	\$157.50	\$12,352.50
		TASK 5 - SUBTOTAL	0	34	226	28	504	0	648	0	839	435	0	52	545	3314	\$722,310	\$0	\$0	\$0	\$0	\$900	\$45.00	\$722,310.00	\$0	\$945.00	\$723,255.00
6		BIDDING SUPPORT																									
	6.1	Pre-Bid Meeting			4				4							8	\$2,200				\$0	\$300	\$15.00	\$2,200.00	\$0	\$315.00	\$2,515.00
	6.2	Responses to Questions, Request for Clarifications and Addenda		4	8		8		24				16			60	\$14,640				\$0		\$0	\$14,640.00	\$0	\$0	\$14,640.00
		TASK 6 - SUBTOTAL	0	4	12	0	8	0	28	0	0	0	16	0	0	68	\$16,840	\$0	\$0	\$0	\$0	\$300	\$15.00	\$16,840.00	\$0	\$315.00	\$17,155.00
7		ENVIRONMENTAL																									
	7.1	Project Initiation																									
	7.1.1	Field Study					2				8					10	\$2,140				\$0	\$500	\$25.0	\$2,140.00	\$0	\$525.00	\$2,665.00
	7.1.2	Project Management and Subconsultant Management	2				14				12	2		20		50	\$10,480				\$0		\$0	\$10,480.00	\$0	\$0	\$10,480.00
	7.1.3	Literature/Records Research	2				4				16					22	\$5,000				\$0		\$0	\$5,000.00	\$0	\$0	\$5,000.00
	7.1.4	AB52/SB18 Consultation	2				4				6					12	\$3,050		\$1,400		\$70		\$0	\$3,050.00	\$1,470.00	\$0	\$4,520.00
	7.2	IS/MND																									
	7.2.1	Preparation of Administrative Draft IS/MND	14				36		36		116			2		204	\$46,670		\$46,000	\$2,300.00			\$0	\$46,670.00	\$48,300.00	\$0	\$94,970.00
	7.2.2	Preparation of Draft IS/MND	2				6		18		24			2		28	\$6,260		\$6,454	\$322.70			\$0	\$6,260.00	\$6,776.70	\$0	\$13,036.70
	7.2.3	Preparation of Final IS/MND	2				10		24		18			2		38	\$8,590				\$0		\$0	\$8,590.00	\$0	\$0	\$8,590.00
		TASK 7 - SUBTOTAL	24	0	0	0	76	0	38	0	200	0	0	26	0	364	\$82,190	\$0	\$0	\$53,854	\$2,692.70	\$500	\$25.00	\$82,190.00	\$56,546.70	\$525.00	\$139,261.70
8		PERMITTING SUPPORT																									
	8.1	DDW Permitting	2		4				16		8					30	\$7,240				\$0	\$300	\$15.00	\$7,240.00	\$0	\$315.00	\$7,555.00
		TASK 8 - SUBTOTAL	2	0	4	0	0	0	16	0	8	0	0	0	0	30	\$7,240	\$0	\$0	\$0	\$0	\$300	\$15.00	\$7,240.00	\$0	\$315.00	\$7,555.00
TOTALS (All Tasks)		38	77	584	31	708	0	1167	0	1329	485	0	85	661	79	5244	\$1,184,200	\$8,665	\$16,100	\$53,854	\$3,930.95	\$2,350	\$117.50	\$1,184,200.00	\$82,549.95	\$2,467.50	\$1,269,217.45

**EXHIBIT B**

**KEY PERSONNEL & COMPENSATION**

1. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement is Lynn Grijalva.

2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: \$1,269,217.45.

**KEY PERSONNEL:**

<b>Name</b>	<b>Title/Position</b>
<b>Lynn Grijalva</b>	<b>Vice President</b>

**SUBCONSULTANTS:**

<b>Name</b>
<b>Encompass Consultant Group, Inc.</b>
<b>Earth Systems Pacific</b>
<b>Rincon Consultants, Inc.</b>

**FEE SCHEDULE – See Attached**

## EXHIBIT B



Hazen and Sawyer  
7700 Irvine Center Drive, Suite 200  
Irvine, CA 92618 • 949.557.8549

### **Hazen 2024 Hourly Billing Rates for City of Camarillo Well D treatment and Well E Design**

<b>Title</b>	<b>2024 Hourly Rate</b>
Vice President	\$360
Associate Vice President	\$340
Senior Associate II	\$320
Senior Associate I	\$310
Associate	\$290
Senior Principal Engineer	\$260
Principal Engineer	\$230
Engineer	\$210
Assistant Engineer II	\$195
Assistant Engineer I	\$170
Senior Principal Designer	\$200
Principal Designer	\$180
Designer	\$160
Administrator	\$145
Technician	\$120

**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.