

## AGREEMENT FOR SERVICES

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between **THE CITY OF LA HABRA**, (hereinafter referred to as the "**CITY**"), and Infrastructure Engineers, a Bowman Company, (hereinafter referred to as the "**CONSULTANT**").

### **RECITALS**

WHEREAS, **CITY** requires professional services for environmental consulting services; and,

WHEREAS, the **CONSULTANT** represents that it is qualified and experienced to provide such services; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **CITY** and **CONSULTANT** hereby agree as follows:

### ARTICLE I SCOPE OF SERVICES; TERM

#### 1.1 General Scope of Services.

A. **CITY** hereby engages **CONSULTANT**, and **CONSULTANT** hereby accepts such engagement, to perform the various services set forth in Attachment "A" (the documents contained in Attachment "A" shall be hereinafter referred to as the "Scope of Work").

B. All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices.

C. Warranty: **CONSULTANT** warrants that it shall perform the professional services required by this Agreement in compliance with the federal and California laws related to minimum hours and wages, including but not limited to, 40 U.S.C.A. §§ 3141, et seq., California Labor Code, §§ 1171, et seq. and California Labor Code, §§ 6300, et seq.; fair employment practices, including but not limited to, 29 U.S.C. 651, et seq.; and fair employment, including but not limited to, 29 U.S.C. 201, et seq., The California Fair Employment and Housing Act California Government Code, §§ 12900, et seq.,

Title VI of the Civil Rights Act of 1964, as amended, 49 CFR 21 through appendix H and 23 CFR 710.405 (b); and all other federal, state and local laws and ordinances applicable to the work required under this Agreement.

D. Non-exclusive Agreement. **CONSULTANT** acknowledges that CITY may enter into agreements similar to this Agreement with other consultants.

## 1.2 Term.

The term of this Agreement shall begin on April 1, 2024 and continue until completion of the work and its final acceptance by the CITY; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

## ARTICLE II RESPONSIBILITIES OF CONSULTANT

### 2.1 Control and Payment of Subordinates.

CITY retains **CONSULTANT** as an independent contractor and not an employee of CITY. All personnel to be utilized by **CONSULTANT** in the performance of this Agreement shall at all times be under **CONSULTANT'S** exclusive direction and control. **CONSULTANT** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. **CONSULTANT** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

### 2.2 Conformance to Applicable Requirements.

All services provided by **CONSULTANT** shall be subject to the approval of the CITY.

### 2.3 Standard of Care; Licenses.

All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices. **CONSULTANT** represents and warrants to CITY that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the services hereunder. **CONSULTANT** further represents and warrants that it shall keep in

effect all such licenses, permit, and other approvals during the term of this Agreement.

#### 2.4 Project Representatives.

The City Manager or his designee shall be the Project Representative of CITY for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of CITY, called for by this Agreement except as otherwise expressly provided in this Agreement. Project representative shall coordinate all phases of this project and shall be available to CITY at all reasonable times.

#### 2.5 Accounting Records.

**CONSULTANT** shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONSULTANT** shall allow an authorized representative of CITY, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONSULTANT** shall allow CITY to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

### **ARTICLE III** **COMPENSATION**

#### 3.1 Compensation.

Except as provided in this section, **CONSULTANT** shall receive compensation for all Services rendered under this Agreement at the rates set forth in the Schedule of Hourly Billing Rates attached hereto as Exhibit "B", and incorporated herein by reference. Total compensation shall not exceed \$266,522, without written approval of CITY'S Project Representative. **CONSULTANT** shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter "Extra Work") are approved in writing by CITY or its appointed representative prior to **CONSULTANT** performing the "Extra Work".

#### 3.2 Payment of Compensation.

**CONSULTANT** shall provide CITY an itemized monthly statement which indicates work completed, hours of service rendered and units of supplies provided to the Project by **CONSULTANT**, from April 1, 2024 or the start of the subsequent billing periods, as appropriate, through the date of the

statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**.

### 3.3 Extra Work.

At any time during the term of this Agreement, **CITY** may request that **CONSULTANT** perform Extra Work. As used herein, "Extra Work" means any work which is determined by **CITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONSULTANT** shall not perform Extra Work until receiving prior written authorization from **CITY'S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of "Extra Work" shall be barred and are unenforceable.

### 3.4 Amendment of Scope of Work.

**CITY** shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONSULTANT**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONSULTANT** to secure **CITY'S** written authorization for "Extra Work" or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate **CITY** authorization.

### 3.5 Reimbursement for Expenses

**CONSULTANT** shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

## ARTICLE IV INSURANCE

### 4.1 Insurance Requirements.

The **CITY** reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, **CONSULTANT** agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Contract, the **CONSULTANT** shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance.

#### 4.2 Minimum Scope of Insurance.

- (a) **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (b) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- (c) **Workers’ Compensation** as required by the State of California with statutory limits, and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- (d) **Professional Liability** with limit of not less than \$1,000,000 each claim and \$2,000,000 aggregate. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.

If the **CONSULTANT** maintains broader coverage and/or higher limits than the minimums shown above, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits maintained by the **CONSULTANT**.

#### 4.3 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the **CITY** for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) **Commercial General Liability**
  - (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims

arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Contract

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

(2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(b) Auto Liability

(1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant

(2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(c) Workers' Compensation

(1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

#### 4.4 Insurance Obligations of Consultant.

The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the **CONSULTANT**; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the **CITY**. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

#### 4.5 Notice of Cancellation.

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the **CITY** except ten (10) days shall be allowed for non-payment of premium.

#### 4.6 Waiver of Subrogation.

Required insurance coverages shall not prohibit **CONSULTANT** from waiving the right of subrogation prior to a loss. **CONSULTANT** shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the **CITY** has received a waiver of subrogation endorsement from the insurer.

#### 4.7 Evidence of Insurance.

All policies, endorsements, certificates, and/or binders shall be subject to approval by the **CITY** as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the **CITY**. The **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the **CITY**. If such coverage is cancelled or reduced, **CONSULTANT** shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the **CITY** evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

#### 4.8 Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be approved in writing by the **CITY** and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The **CITY** may require the **CONSULTANT** to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

#### 4.9 Contractual Liability.

The coverage provided shall apply to the obligations assumed by the **CONSULTANT** under the indemnity provisions of this contract.

#### 4.10 Failure to Maintain Coverage.

**CONSULTANT** agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the **CITY**. The **CITY** shall have the right to withhold any payment due until **CONSULTANT** has fully complied with the insurance provisions of this Contract.

In the event that the **CONSULTANT'S** operations are suspended for failure to maintain required insurance coverage, the **CONSULTANT** shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

#### 4.11 Acceptability of Insurers.

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the **CITY**.

#### 4.12 Claims Made Policies.

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial **CONSULTANT'S** Contract with the **CITY** and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Contract.

#### 4.13 Insurance for Subcontractors.

**CONSULTANT** shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the **CITY** as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

#### 4.14 Additional Insurance.

Further, **CONSULTANT** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-consultants' own actions during the performance of this Agreement.

### **ARTICLE V** **TERMINATION AND INDEMNIFICATION**

#### 5.1 Notice of Termination.

**CITY** may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **CONSULTANT** of such termination, and specifying the effective date thereof. **CONSULTANT** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONSULTANT** shall not terminate this Agreement except for cause.

#### 5.2 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CONSULTANT** shall be paid for services performed through the date of termination, upon receipt of written documentation of said services by **CITY**. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

#### 5.3 Termination for Cause.

Should **CONSULTANT** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONSULTANT** by **CITY** then **CITY**, in addition to any other remedies at law or

equity, may terminate this Agreement. **CONSULTANT** shall be compensated for services which have been completed and accepted by CITY. **CONSULTANT** shall be liable to CITY for any reasonable additional costs incurred to correct or cure unsatisfactory work performed by **CONSULTANT** which, at CITY'S discretion, must be revised, in part or in whole, to complete the Project. Should CITY default in the performance of any covenant, conditions, or agreement contained in this Agreement, including payment terms, and the default is not cured within thirty (30) days after written notice of default is served on CITY by **CONSULTANT** then **CONSULTANT**, in addition to any other remedies at law or equity may terminate this Agreement. **CONSULTANT** shall have no liability to CITY for delay or damage caused to CITY because of such termination.

#### 5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, CITY may procure, any and all services as may be necessary to complete the Project.

#### 5.5 Work Product.

In the event of termination of this Agreement, all finished or unfinished design, development and construction documents, data studies, drawings, maps and reports prepared by **CONSULTANT** shall be delivered to the CITY within seven (7) days of **CONSULTANT**'s receipt of termination notice, and at no additional cost to CITY. Any use of uncompleted documents without specific written authorization from **CONSULTANT** shall be at CITY's sole risk and without liability or legal expense to **CONSULTANT**.

#### 5.6. Indemnification and Hold Harmless.

**These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. CITY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONSULTANT from liability under this section.**

Notwithstanding the existence of insurance coverage required of **CONSULTANT** pursuant to this contract, **CONSULTANT** shall save, keep defend, indemnify, hold free and harmless CITY, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless CITY, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings but only to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the **CONSULTANT**. In no event shall the cost to defend charged to the **CONSULTANT** exceed the **CONSULTANT**'s proportionate percentage of fault.

**ARTICLE VI**  
**GENERAL PROVISIONS**

6.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY:           CITY MANAGER  
                          CITY OF LA HABRA  
                          P.O. Box 337  
                          La Habra, Ca. 90633

TO CONSULTANT: Infrastructure Engineers, a Bowman Company\_\_\_\_  
                          3060 Saturn St.  
                          \_\_\_\_\_  
                          Suite 250  
                          \_\_\_\_\_  
                          Brea, CA. 92821  
                          \_\_\_\_\_

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

6.2 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified only by a writing signed by both parties.

6.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

6.4 Subcontracts.

**CONSULTANT** shall not subcontract any portion of the work required by this Agreement without prior written approval of **CITY**. All approved

subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

6.5 Equal Opportunity Employment.

**CONSULTANT** represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONSULTANT** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONSULTANT** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.8 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

6.9 Right to Employ Other Consultants.

**CITY** reserves the right to employ other consultants in connection with this Project.

6.10 Covenant Against Contingent Fees.

**CONSULTANT** warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONSULTANT**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONSULTANT'S**

compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### 6.11 Conflict of Interest.

**CONSULTANT** covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **CONSULTANT** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONSULTANT**.

#### 6.12 Statement of Economic Interest.

If **CITY** determines **CONSULTANT** comes within the definition of **CONSULTANT** under the Political Reform Act (Government Code §87100 et. seq.), **CONSULTANT** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **CITY** disclosing **CONSULTANT** and/or such other person's financial interests.

#### 6.13 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

#### 6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

#### 6.15 Taxes.

**CONSULTANT** agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONSULTANT** agrees to indemnify and hold **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONSULTANT'S** failure to pay, when due, all such taxes and obligations.

#### 6.16 Compliance With Law.

**CONSULTANT** shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONSULTANT** and his/her/its work hereunder.

6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONSULTANT** under the Agreement shall be vested in **CITY**, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **CITY** without restriction or limitations on their use. **CONSULTANT** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**.

6.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

6.21 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provision of this Agreement.

6.22 Confidentiality.

All findings, reports, information and exhibits prepared or assembled by **CONSULTANT** in connection with the performance of its professional services pursuant to this Agreement are confidential and **CONSULTANT** agrees that they shall not be made available to any individual or organization without the prior consent of **CITY**. All findings, reports, information and exhibits shall become the property of **CITY**.

6.23 Responsibility for Errors.

**CONSULTANT** shall be responsible for its own work and results under this Agreement, and shall not be responsible for any work by **CITY** performed prior to the date of this Agreement or for any other acts or omissions directly attributable to **CITY**. **CONSULTANT**, when requested, shall furnish clarification and/or explanation as may be required by **CITY** regarding any services rendered under this Agreement at no additional cost to **CITY**. In the event that an error or omission attributable to **CONSULTANT** occurs, then **CONSULTANT** shall, at no cost to **CITY**, provide all necessary design drawings, estimates and other **CONSULTANT** professional services, as authorized by this Agreement necessary to rectify and correct the matter to the sole satisfaction of **CITY** and to participate in any meeting required with regard to the correction.

6.24 Independent Contractor.

The parties hereto acknowledge and agree that the relationship between **CITY** and **CONSULTANT** is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, a joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that **CONSULTANT** is not a partner with **CITY**, whether general or limited, and no activities of **CITY** or **CONSULTANT** or statements made by **CITY** or **CONSULTANT** shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

**CITY OF LA HABRA:**

\_\_\_\_\_

Jim Sadro, City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_

CITY ATTORNEY

**ATTEST:**

\_\_\_\_\_

CITY CLERK

**COUNTER SIGNED:**

\_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF WORK AND SCHEDULE OF PERFORMANCE**

# Project Approach

## TASK 1: PROJECT KICK-OFF MEETING AND BACKGROUND REVIEW

IE responsibilities will include the following:



- Initiate a project kick-off meeting with city staff that will be attended by IE project manager. The purpose of the project initiation meeting will be for team introductions, initiate the roadmap to proceed with tasks, and receive guidance to ensure our team and city staff are in accord with the methods to obtain information needed. IE will review the proposed project description and will develop a revised project schedule, including milestones.
- Conduct an initial site reconnaissance to acquaint the project staff with the proposed project site.
- Preparing a Memorandum for the Record (MFR) documenting the results of the project initiation meeting to be submitted to the city.
- Participate in bi-monthly project virtual meetings with city staff.
- Schedule and assign tasks, manage resources, monitor costs, and adhere to an established project schedule.
- Coordinate and communicate with city planning staff to ensure city policies, procedures and applicable codes are complied with and incorporated into the environmental documentation where applicable.
- Ensure the environmental review process and all components of the Initial Study (IS) satisfy CEQA statutes and guidelines.

### Task 1 Deliverables:

- A MFR documenting the results of the project initiation meeting.

## TASK 2: NOTICE OF INTENT AND NOTICE OF COMPLETION PREPARATION AND DISTRIBUTION

IE will prepare a Notice of Intent (NOI) to adopt the Mitigated Negative Declaration and post it with the Notice of Completion (NOC) with the State Clearinghouse (SCH) and the County of Orange using the preferred city-template for distribution to the public, responsible agencies, trustee agencies, the Orange County Clerk, and other interested parties the city identifies.

### Task 2 Deliverables:

- NOI and NOC (one digital copy).



## TASK 3: PEER REVIEW OF TECHNICAL STUDIES

The IE Environmental Consulting Team has extensive experience in peer review of environmental and technical studies and have successfully completed many technical reports of similar nature to the subject project and have completed many work products for such projects throughout Southern California. Our team will conduct a meticulous peer review of the technical studies that exist and or might recommend that additional technical studies be conducted for the project.

- Aesthetics
- Agricultural Resources
- Air Quality
- Biological Resources

- Cultural Resources
- Energy
- Geology / Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology / Water Quality
- Land Use / Planning
- Mineral Resources
- Noise
- Population / Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire



Should the city direct additional or supplemented technical analyses be conducted, the IE team will determine the scope of the additional / supplemented analyses, the timeframe of such analyses, and the costs of the analyses and will advise the city planning staff of such, the amount of which will be added as an addendum to our initial cost proposal.

**Task 3 Deliverables:**

- Peer review technical memorandums will be provided to the city in PDF format for the technical studies provided by the city.

**TASK 4: INITIAL STUDY / MITIGATED NEGATIVE DECLARATION PREPARATION**

The IE team will prepare an IS environmental checklist for the proposed project in accordance with Appendix G of the State CEQA Guidelines. The IS will include the project title, lead agency name and address, contact person and phone number, project location, name and address of the project sponsor, general plan designation, zoning, description of the project, surrounding land uses, setting and a list of other agencies who approval is required. The IS will include an introduction, summary, project description, environmental setting, and a Mitigation Monitoring and Reporting Program (MMRP).

- The introduction will discuss the environmental review process for the proposed project and explain the purpose of the initial study.
- The summary will consist of a concise presentation of information contained in the main body of the initial study. The information will include the following: a brief description of the project; a tabular summary of findings pertaining to the project; and a summary of discretionary approvals required for the project.
- The preparation of a clear and concise project description will be essential to begin our analysis. IE will provide the city with a draft of the description for review and comments by city staff before analysis of the environmental categories begins. IE along with city staff will identify objectives from the standpoint of the city. We will define specific characteristics of the project. In addition, we will

identify proposed infrastructure and phasing plans. The description also will include illustrations of regional and site location maps and all plans and elevations required as part of the submitted discretionary application.



- The environmental setting section will consist of a general narrative description of the regional and local setting to establish the environmental and planning context within which the project would occur. In addition to the physical characteristics that comprise the environmental setting, we will discuss relevant regional and local planning programs to establish whether the project is consistent with applicable planning policies and programs. We will provide detailed descriptions of existing conditions and policies within each topical section in the main body of the initial study. We also will identify surrounding land uses on a vicinity map.
- We will prepare an MMRP for the project to include mitigation measures, timing for mitigation measure implementation, responsible parties for conducting mitigation measure implementation, parties responsible for certification of mitigation measure implementation and monitoring timing / completion.
- Our team will prepare a CEQA environmental checklist with data supporting the 20 environmental categories areas defined in the State CEQA Guidelines which include the following:
  - Aesthetics
  - Agricultural Resources
  - Air Quality;
  - Biological Resources
  - Cultural Resources
  - Energy
  - Geology / Soils
  - Greenhouse Gas Emissions
  - Hazards and Hazardous Materials
  - Hydrology / Water Quality
  - Land Use / Planning
  - Mineral Resources
  - Noise
  - Population / Housing
  - Public Services
  - Recreation
  - Transportation
  - Tribal Cultural Resources
  - Utilities and Service Systems
  - Wildfire



The CEQA environmental checklist categories will include brief discussions on environmental changes and potential impacts resulting from implementation of the proposed project and justification why the checklist category would result in either No Impact, Less Than Significant Impacts, Less Than Significant Impacts with Mitigation Incorporated, or Potentially Significant Impacts that cannot be mitigated to levels below significance and would therefore, require the preparation of an Environmental Impact Report (EIR).

The IS will include a MND that will consist of a one- or two-page summary that includes a brief project description (including the project name and location), findings that the project will not have significant effects on the environment and will list all environmental checklist categories have been

mitigated to levels below significance. The MND would be incorporated as part of the IS and include mitigation measures that would avoid or reduce impacts to levels below significance. We will use the city adopted form for the mitigated negative declaration.

**Task 4 Deliverables:**

- An IS environmental checklist and MND with data supporting the checklist for the 20 category areas defined in the State CEQA guidelines. (one hard copy; and one digital copy)
- A MMRP (one hard copy; and one digital copy)

**TASK 5: NOTICE OF DETERMINATION**

IE will compose a Notice of Determination (NOD) according to the city-desired format to file with the County of Orange within five working days after approval of the project. If applicable, IE will pay the CDFW with the County of Orange. The content of the NOD will be as prescribed in CEQA Section 15075.



**Task 5 Deliverables:**

- NOD (one digital copy).
- CDFW payment receipt.

**TASK 6: PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT (IF DEEMED NECESSARY)**

**Draft Environmental Impact Report**

In the event the initial study / mitigated negative declaration identifies potentially significant impacts that cannot be mitigated to levels below significance, CEQA Guidelines § 21082.1 state and EIR shall be prepared. IE will prepare a Draft Environmental Impact Report (DEIR) in accordance with the CEQA implementation procedures. We will analyze at the project level, which will provide a sufficient level of study that additional CEQA compliance will not be required if the City Council decides to approve the project and certify the EIR. The DEIR will include all the required contents per CEQA and will include a detailed inventory of existing conditions, thresholds of significance used for the evaluation of impacts, and an analysis of the environmental impacts and levels of significance. We will provide appropriate mitigation measures for potential impacts identified in each environmental issue area shown in the IS environmental analysis checklist for which a potentially significant impact may occur. We have budgeted up to two rounds for review of the administrative DEIR by the Planning Division and have allocated up to 45 days for review into our proposed project schedule.



The administrative DEIR will assess and include the following:

- Technical Issues
- Alternatives
- Consequences of Project Implementation
  - Cumulative Impacts
  - Growth-Inducing Impacts
  - Significant Irreversible Environmental Changes
  - Effects Found Not to Be Significant
- Organizations and Persons Consulted
- Preparers
- Acronyms

- Bibliography

**Deliverables:**

- Round 1 administrative DEIR in Word format
- Round 2 administrative DEIR in Word format

**Prepare Screencheck Draft Environmental Impact Report**

Many tasks require in-depth analysis of data affecting land use. It is of paramount importance to know the city's policies regarding land use and zoning, as well as how they correlate with the building and municipal codes. Our environmental staff will compose an EIR / mitigation monitoring, and reporting program to be incorporated into the project. Following the two rounds of review of the administrative DEIR, we will revise and prepare a screencheck DEIR and technical appendices for approval by the city's Planning Division within two weeks of receiving comment from the Planning Division prior to distributing the DEIR for the required 45-day public review period.



**Deliverables:**

- Screencheck DEIR in Word and PDF format.

**DEIR and Technical Appendices Circulation**

The IE team will print (as needed) and distribute the DEIR once it has been approved. We will submit the DEIR and NOC to the State Clearing House (SCH) following their most recent digital submission criteria.

In addition, we will provide 15 comb-bounded hybrid copies, with hardcopy of the DEIR with a CD or flash drive of all appendices attached, for the Planning Commission and city staff, and will provide one full hardcopy of the DEIR including tabbed technical appendices in three-ring binders for Planning Division use.

Lastly, we will provide the Planning Division with one master CD or flash drive that includes PDF and Word versions of DEIR and set of DEIR figures. We will deliver all copies of the NOC.

**Deliverables:**

- DEIR and NOC to SCH.
- 15 Comb-bound hybrid copies DEIR (hardcopy of the Volume 1 of the DEIR with a CD of all volumes of the DEIR attached) for internal city distribution.
- One tabbed, three-ring binder full hardcopies DEIR for Planning Division use.
- One master CD or flash drive that includes PDF and Word versions of DEIR and set of DEIR figures.



**Draft and Screencheck FEIR and Technical Appendices Preparation and Circulation**

Upon completion of the 45-day review and response-to-comment period for the DEIR, the IE team will prepare a draft final EIR (FEIR) based on comments received during the 45-day public review period. We will evaluate and annotate comments received and will prepare written responses to all comments as required by CEQA. The response to comments will contain an introduction that describes the public review process, copies of all comment letters received, minutes from public meetings where oral comments were taken, and written responses will focus on comments that address adequacy of the DEIR. Other comments that do not address the DEIR adequacy will be noted as such and no further response will be provided unless the city deems it necessary. We will prepare all responses with input from technical specialists, as necessary, and will submit them to the Planning Division for review. We assume that only one round of review of the draft FEIR will be necessary by

the Planning Division and that we will require up to one month for review from the end of the 45-day public review period.

Mitigation Monitoring and Reporting Program. Our team will prepare the MMRP as part of the development of the FEIR. The MMRP will be appended to the FEIR document. The MMRP will include all accepted mitigation measures and will contain, at a minimum, the following:

- Project time period to which the measure applies i.e., during construction, prior to obtaining grading permit, prior to operation, etc.).
- Future review and reporting requirements.
- Responsible party for cost of mitigation.
- Responsible party for implementing and enforcing mitigation.
- Requirements for monitoring by outside agency.
- Monitoring and reporting frequency.

Following the Planning Division revisions, we will revise and provide a screencheck FEIR for approval by the city. Once approved, we will print and distribute the FEIR at least three weeks (21 days) prior to the Planning Commission hearing.

**Deliverables:**

- Draft FEIR in Word format.
- Screencheck FEIR in PDF format.

**Draft Findings of Fact and Statement of Overriding Considerations Preparation**


The IE team will prepare a draft Findings of Fact (FOF) and a Statement of Overriding Considerations (SOC), if necessary, in accordance with Sections 15091 and 15093 of the CEQA Guidelines for the city's use. We will plan for one round of review of the draft document by the Planning Division


**Deliverables:**

- Draft FOF and SOC (if necessary) in Word format.
- Update draft FOF and SOC (if necessary) in Word format.



## Proposed Schedule


Infrastructure Engineers 3060 Saturn Street, Suite 250 Brea, CA 92821		<b>City of La Habra, CA</b> <b>Westridge Hills Project - CEQA Compliance (Initial Study / Mitigated Negative Declaration)</b> <b>Prepared by Infrastructure Engineers, a Bowman company</b> <b>Project Schedule</b>									 03/08/2024
Task	TASK DESCRIPTION	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	
1.0	Project Kick-off Meeting and Project Background Review										
2.0	Notice of Intent (NOI) and Notice of Completion (NOC) Preparation and Distribution										
3.0	Peer Review of Technical Studies and Memorandum Preparation										
4.0	Initial Study/Mitigated Negative Declaration Preparation										
5.0	Notice of Determination (NOD) Filing With County Clerk										

Infrastructure Engineers 3060 Saturn Street, Suite 250 Brea, CA 92821		<b>City of La Habra, CA</b> <b>Westridge Hills Project - CEQA Compliance (Environmental Impact Report)</b> <b>Prepared by Infrastructure Engineers, a Bowman company</b> <b>Project Schedule</b>																 03/08/2024		
Task	TASK DESCRIPTION	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	
1.0	Kick-off Meeting and Background Review																			
2.0	Notice of Preparation Circulation																			
3.0	Expanded Project Description Preparation																			
4.0	Administrative DEIR Preparation																			
5.0	Screencheck DEIR Preparation																			
6.0	DEIR and Technical Appendices Circulation																			
7.0	Draft and Screencheck FEIR and Technical Appendices																			
8.0	Draft Findings of Fact and Statement of Overriding Considerations																			
9.0	Meeting Preparation, Presentations and Public Meetings																			
10.0	Administrative Record Preparation																			


NOTE: Overall project management and administrative services will occur over the entire length of the project which includes scheduled and anticipated meetings with the City.

**EXHIBIT "B"**  
**COMPENSATION RATES AND CHARGES**

## Proposed Billing Structure

Infrastructure Engineers, a Bowman company 3060 Saturn Street, Suite 250 Brea, CA 92821		<b>City of La Habra, CA</b>					
<b>Westridge Hills Project - CEQA Compliance (Initial Study / Mitigated Negative Declaration)</b>							
<b>Prepared by Infrastructure Engineers, a Bowman company</b>							
<b>Cost Proposal</b>							
03/08/2024							
Task	TASK DESCRIPTION	PRINCIPAL-IN-CHARGE	PROJECT MANAGER	ENVIRONMENTAL PLANNER III	ENVIRONMENTAL PLANNER II	GIS ANALYST I	TOTAL
	Hourly Rate:	\$238	\$173	\$165	\$144	\$150	
1.0	Project Kick-off Meeting and Project Background Review	4	20	40	60		\$19,652
2.0	Notice of Intent (NOI) and Notice of Completion (NOC) Preparation and Distribution		2	2	8		\$1,828
3.0	Peer Review of Technical Studies and Memorandum Preparation		20	30	40		\$14,170
4.0	Initial Study/ Mitigated Negative Declaration Preparation		40	100	140	16	\$43,580
5.0	Notice of Determination (NOD) Filing With County Clerk		2	4	8		\$2,158
<b>Team Member Totals</b>		<b>\$952</b>	<b>\$14,532</b>	<b>\$29,040</b>	<b>\$36,864</b>	<b>\$2,400</b>	
<b>TOTAL</b>							<b>\$81,388</b>

\* Overall project management and administrative services costs including travel, meetings, reproduction, supplies, communications, and special delivery/mailing have been calculated and included in the estimated costs indicated above. This cost is based on the assumption that an EIR will not be needed for this project.

Infrastructure Engineers, a Bowman company 3060 Saturn Street, Suite 250 Brea, CA 92821		<b>City of La Habra, CA</b>						
<b>Westridge Hills Project - CEQA Compliance (Environmental Impact Report)</b>								
<b>Prepared by Infrastructure Engineers, a Bowman Company</b>								
<b>Cost Proposal</b>								
03/08/2024								
Task	TASK DESCRIPTION	PRINCIPAL-IN-CHARGE	PROJECT MANAGER	ENVIRONMENTAL PLANNER III	ENVIRONMENTAL PLANNER II	GIS ANALYST I	PLANNER III	TOTAL
	Hourly Rate:	\$238	\$173	\$165	\$144	\$150	\$153	
1.0	Kick-off Meeting and Background Review	2	2	8	8			\$3,294
2.0	Notice of Preparation Circulation			8	10			\$2,760
3.0	Expanded Project Description Preparation		10	16	40			\$10,130
4.0	Administrative DEIR Preparation		30	120	200	40	20	\$62,850
5.0	Screencheck DEIR Preparation		40	90	120			\$39,050
6.0	DEIR and Technical Appendices Circulation		20	30	60			\$17,050
7.0	Draft and Screencheck FEIR and Technical		20	40	60			\$18,700
8.0	Draft Findings of Fact and Statement of Overriding Considerations		20	20	40			\$12,520
9.0	Meeting Preparation, Presentations and Public Meetings		20	20	40			\$12,520
10.0	Administrative Record Preparation		10	10	20			\$6,260
<b>Team Member Totals</b>		<b>\$476</b>	<b>\$29,756</b>	<b>\$59,730</b>	<b>\$86,112</b>	<b>\$6,000</b>	<b>\$3,060</b>	
<b>TOTAL</b>								<b>\$185,134</b>