

CITY OF SAN CLEMENTE
PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 4th day of October, 2024, by and between the City of San Clemente, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 910 Calle Negocio , San Clemente, California, 92673 ("City") and P.A. & Associates, Inc., a California Corporation, with its principal place of business at 23011 Moulton Pkwy, Suite D-7, Laguna Hills, CA, 92653 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional geotechnical and soils engineering consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional geotechnical and soils engineering consulting services to public clients, is licensed in the State of California, if applicable, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional geotechnical and soils engineering consulting services for the Storm Drain Gravity Main SWGM-16135 Repairs project, Project No. 26001 ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional geotechnical and soils engineering consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from October 1, 2024 until the work is completed to the City's satisfaction. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee.

Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control, the City being only concerned with the finished results of the work being performed. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. 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 solely responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Neither Consultant nor Consultant's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. Consultant is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

3.2.2 PERS Eligibility and Employee Payments Indemnification. In the event that Consultant's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions that would otherwise be the responsibility of the City. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contributions to be paid by City for employer contributions and/or employee contributions for PERS benefits. Consultant agrees to defend and indemnify the City for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the PERS, social security, salary or wages, overtime payment, or workers' compensation payment that the City may be required to make for work done under this Agreement. The provisions of this section 3.2.2 are continuing obligations that shall survive expiration or termination of this Agreement.

3.2.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.4 Endorsement on PS&E/ Other Data. Consultant shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by Consultant, and where appropriate will indicate Consultant's authorized signature and professional registration number.

3.2.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.6 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should

one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Parviz A. Azar

3.2.7 City's Representative. The City hereby designates David Rebensdorf, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.8 Consultant's Representative. Consultant hereby designates Parviz A. Azar, President, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.9 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.10 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "D" attached hereto and incorporated herein by reference. The total compensation shall not exceed Twenty-Three Thousand and Nine Hundred Fifty Dollars (\$23,950) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "D" of this Agreement.

3.3.4 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, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "D" may be adjusted each year at the time of renewal as set forth in Exhibit "D."

3.3.6 Labor Code Requirements.

3.3.6.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to Services performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

3.4 **Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.5 **General Provisions.**

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time, with or without cause, by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: P.A. & Associates, Inc.
23011 Moulton Pkwy. Suite D-7
Laguna Hills, CA 92653
ATTN: Parviz A. Azar, President

City: City of San Clemente
910 Calle Negocio
San Clemente, CA 92673
ATTN: Laura Campagnolo, City Clerk and Director of
Public Works / City Engineer

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the

City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if

any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.5.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.7 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 agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

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

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or 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 rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.


3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite of their signatures.

CITY OF SAN CLEMENTE

By: Andy Hall
Andy Hall (Oct 7, 2024 08:40 PDT)
Andy Hall, City Manager

ATTEST:


Laura Campagnolo (Oct 7, 2024 15:57 PDT)
CITY CLERK of the City of
San Clemente, California

Dated: 10/07, 2024

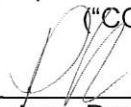
APPROVED AS TO FORM:


Elizabeth A. Mitchell, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDING:


Finance Authorization

P.A. & Associates, Inc.,
a California Corporation
("CONSULTANT")

By: 
Parviz A. Azar, President

Dated: Oct. 3rd, 2024

EXHIBIT "A"
SCOPE OF SERVICES

Consultant shall perform the following services for the City (collectively, the "Services"):

Geotechnical services which will include field on-site material testing, geotechnical observation and evaluation of site condition during construction, and documentations of removal & backfill activities. Services shall include, but not be limited as follows:

- A. PA will provide Geotechnical Supervision during any earthwork which includes clearing and removal of loose and compressible material in sinkhole created during washout, creations of fill keys & benches, and backfilling processes. Daily field reports will be provided to the City representative.

- B. PA will provide field inspections and soil compaction testing during soil backfill operation. Upon completion of each project, final testing and inspections report will be submitted within a week after completion of the work to the City in accordance with City ordinances, "CBC", and "Green Book" requirements.



September 25, 2024
Proposal File No. B224168-1

Soil Engineering
Geology
Material Testing
Environmental

Mrs. Belgin Cuhadaroglu, Senior Civil Engineer
City of San Clemente
910 Calle Negocio, Suite 110
San Clemente, CA 92673

Subject: Professional Services Proposal
Geotechnical Support Services
Storm Drain Gravity Main SWGM-16135 Repairs
San Clemente Villas by the Sea
660 Camino De Los Mares
San Clemente, California

Dear Mrs. Cuhadaroglu:

We are pleased to submit this Professional Services Proposal for the Storm Drain Improvement Project which includes sinkhole repair, and remove and replacement of 230 feet of existing storm drain pipe. This proposal is based on our review of available project criteria, site inspection and our recent involvement in a similar project (Project Reference No. 1, in Appendix B). Contained in this proposal is a statement of our objective, recommended scope of work, and a technical plan including proposed engineering fees.

P.A. & Associates, Inc. is located in Laguna Hills, CA and has been in business for 33 years providing comprehensive geotechnical and geological engineering services along with material testing and inspection services throughout Southern California to public and private organizations. We have an in-house City of Los Angeles certified soils laboratory and partner with C.E.M. Lab, a Caltrans certified laboratory. We maintain a required professional liability insurance policy. Our services shall include, but not be limited as follows:

- PA will provide Geotechnical Supervision during any earthwork which includes clearing and removal of loose and compressible material in sinkhole created during washout, creations of fill keys & benches, and backfilling processes. Daily field reports will be provided to the City representative.
- PA will provide **field inspections and soil compaction testing** during soil backfill operation. Upon completion of each project, final testing and inspections report will be submitted within a week after completion of the work to the City in accordance with City ordinances, "CBC", and "Green Book" requirements.

Client: City of San Clemente
Project: Storm Drain Gravity Main SWGM-16135 Repairs
660 Camino De Los Mares
City of San Clemente, California

Proposal File No: B224168-1

PROJECT DESCRIPTION

It is our understanding that the proposed project consist of sinkhole repair and replacement of approximately 230 linear feet of 30 inch storm drain pipe. This area is located between 660 Camino De Los Mares and the I-5 freeway, in the City of San Clemente, California.

OBJECTIVE

The objective of this proposal is to estimate the cost for the Geotechnical Supervision & Quality Control for the project stated above. Geotechnical Supervision & Quality Control will be required during sinkhole repair/stabilization and replacement of 230 linear feet of storm drain pipe, which includes creation of fill key with possible additional benching and backfill with 90% compacted soil of the sinkhole area & storm drain pipe trench.

Estimated Fee

Based on sensitivity and stability of the site, it is proposed to monitor the earthwork on full time bases. Geotechnical services which will include field on-site material testing, geotechnical observation and evaluation of site condition during construction, and documentations of removal & backfill activities.

Budget for the given scope of work for the duration of 120 hours has an estimated cost of \$ 23,950.00 dollars that may be assumed, which is itemized in Table I. Earthwork with the rainy season approaching, which introduces some unpredictability, therefore our services will be charged based on our attached fee schedule, Appendix C.

Client: City of San Clemente
Project: Storm Drain Gravity Main SWGM-16135 Repairs
660 Camino De Los Mares
City of San Clemente, California

Proposal File No: B224168-1

Table I
Estimated Cost

Activity Description	Units	Rate	Total
Project Engineer/Engineer Geologist	16	125.00	\$ 2,000.00
Field & Staff Engineer/Geologist	30	105.00	\$ 3,150.00
Soil Engineer Technician	120 hrs	115.00	\$ 13,800.00
Laboratory Tests, Maximum Density, Expansion and Sieve Analyses (Soil)			\$ 2,500.00
Compaction Report	1	2,500.00	\$ 2,500.00

Each work day up to 8 hours is 8 hours minimum charge is 4 hours.

Estimated Total: \$ 23,950.00

The opportunity to be of service is greatly appreciated. Should questions arise pertaining to this proposal, please contact the undersigned for clarification. Should you desire to retain P.A. & Associates as your project consultant, please sign and return the endorsement sheet (next page), as your authorization to proceed with the services contained herein.

Respectfully submitted,
P. A. & Associates, Inc.



Parviz A. Azar
President

Client: City of San Clemente
Project: Storm Drain Gravity Main SWGM-16135 Repairs
660 Camino De Los Mares
City of San Clemente, California

Proposal File No: B224168-1

ENDORSEMENT OF PROPOSAL

P.A. & Associates, Inc. is hereby authorized to proceed with the scope of the services described in the above-referenced proposal agreement.

Authorized by : _____

Title: _____ Date: _____

Client: City of San Clemente
Project: Storm Drain Gravity Main SWGM-16135 Repairs
660 Camino De Los Mares
City of San Clemente, California

Proposal File No: B224168-1

APPENDIX A

KEY PERSONNEL RESUMES

(INVOLVED IN THIS PROJECT)

Client: City of San Clemente
Project: Storm Drain Gravity Main SWGM-16135 Repairs
660 Camino De Los Mares
City of San Clemente, California

Proposal File No: B224168-1

PERSONNEL

PARVIZ A. AZAR, P.E.
Principal Engineer
parviz@paassociates.com

EXPERIENCE

Mr. Azar has more than 42 years of in geotechnical engineering, consulting services, material testing & inspection, and environmental consulting. Mr. Azar has performed geotechnical report review and investigations and provided geotechnical consulting services during large scale grading projects, street pavement design and rehabilitation, slope stability analysis, tiebacks, seawalls, deep foundations studies, as well as geoenvironmental site evaluations, site remediation and cleanup. His experience is practically oriented, having served as field and principal engineer for challenging large-scale projects throughout southern California. Mr. Azar's educational background and expertise provide a sound basis for Geotechnical consulting services.

PROFESSIONAL LICENSE

California, Registered Civil Engineer 37818.

EDUCATION

M.S. Soil Mechanics and Structural Engineering, Utah State University, Logan.
B.S. Civil and Environmental Engineering, Utah State University, Logan.

CONTINUING EDUCATION AND AFFILIATIONS

Down to Earth Soil Engineering, California State Polytechnic University, Pomona.
ASCE, American Society of Civil Engineers
ASTM, American Society for Testing and Materials

Client: City of San Clemente
Project: Storm Drain Gravity Main SWGM-16135 Repairs
660 Camino De Los Mares
City of San Clemente, California

Proposal File No: B224168-1

PERSONNEL

JAMES M. RENFREW
Principal Engineering Geologist
james@paassociates.com

EXPERIENCE

Mr. Renfrew's has more than 42 years of experience is environmentally and Geotechnical related and has performed Geotechnical report reviews for the County of Orange. Numerous projects have utilized his expertise in these fields, which include: landslide and slope stability investigations, hillside grading supervision, in-grading mapping and inspection, surface and subsurface geologic investigation, and investigation of distressed property. Mr. Renfrew is responsible for supervision of engineering geologic research and investigation for P.A. & ASSOCIATES.

PROFESSIONAL LICENSE

California, Certified Engineering Geologist, 1970; California, Professional Geologist 5929
California; Hazardous Materials Handling & Response.

PROFESSIONAL HISTORY

P.A. & ASSOCIATES, Inc., Principal; Geologist/Environmental
Manager; Baker Hughes/ Western Geophysical
Latin American Division - Assistant Party Chief/ Seismic Processor- Kleinfelder, Inc.
Consulting Engineer Geologist Nolte & Associates, Inc., Project Geologist

EDUCATION

M.S., Geology, University of California, Riverside; B.A., Geological Sciences, University of California, Santa Barbara.

Client: City of San Clemente
Project: Storm Drain Gravity Main SWGM-16135 Repairs
660 Camino De Los Mares
City of San Clemente, California

Proposal File No: B224168-1

PERSONNEL

CYRUS RADVAR, P.E., G.E.
Geotechnical Engineer

EXPERIENCE

Mr. Radvar has more than 15 years of experience in geotechnical and mining engineering on projects throughout Western Europe and the United States, including various civil, mining and mineral exploration projects. His field experience includes geological and geotechnical core logging, construction monitoring including deep excavation and shoring installation, tieback and soil nail design and monitoring, subsurface investigations, piezometer and inclinometer installation, and permeability testing. His project experience includes foundation design, seismic ground motion analyses, vibratory compaction and replacement, blast monitoring and analysis, rock-slope stability analysis, open-pit design, preparation/drafting of construction drawings, rock and soil anchor design, retaining wall design, and preparation of technical reports.

Mr. Radvar has extensive background and proficiency in computer-aided analysis for geotechnical and earthquake engineering design. He is proficient in geotechnical engineering software programs such as: SLOPE-W, SIGMA-W, SEEP-W, QUAKE-W, SHAKE 91, FLAC, LPILE, CLARA W, and GOLDSIZE.

PROFESSIONAL LICENSE

California, Registered Geotechnical Engineer No. 2742
California, Registered Professional Engineer No. 66139

PROFESSIONAL HISTORY

Several Public Works, Industrial, commercial, and residential projects
Several Caltrans Transportation Projects; SR-22, US101, Foothill Transportation Corridor
Several Landfill Projects; Bowerman Landfill; Carroll Canyon Landfill
Geotechnical Investigation, Proposed Aquatic Center, La Mirada, CA
Proposed High-rise Park Towers at Town Center, Costa Mesa, CA
Campus Center Development, Irvine, CA

EDUCATION

B.S., M.S., Rock Mechanics, Berlin Technical University, Berlin, Germany, 1993
Master of Engineering, Civil Engineering, University of Alberta, Edmonton, Canada, 1999

P.A. & Associates, Inc

Client: City of San Clemente
Project: Storm Drain Gravity Main SWGM-16135 Repairs
660 Camino De Los Mares
City of San Clemente, California

Proposal File No: B224168-1

American Society of Civil Engineers

PERSONNEL

ZACHARY AZAR, EIT, ICC
Staff & Field Engineer, Deputy Material Inspector
zack@paassociates.com

EXPERIENCE

Experienced in geotechnical consulting and construction industry with 14 years of direct geotechnical experience as a staff engineer, field engineer, and construction material technician. Professional conduct and unique skills sets ensured the for the successful completion of six years of Southern California projects that included schools, public street pavement design and construction, custom homes, and commercial building projects.

EDUCATION

B.S., Civil Engineering, Arizona State University

CERTIFICATION

FE (Fundamental of Engineering)

State of California PE Exam Passed (licensure in Progress)

Radiation Safety and Operation Certified (Troxler)

ACI Concrete Field Testing Technician-Grade I

ICC Registered Reinforced Concrete

ICC Registered Steel/Bolting

ICC Register Steel Masonry

Caltrans CT 105, CT 125 AGG, CT 201, CT 202, CT 205, CT 216, CT 217, CT 226, CT 227, CT 229.

Client: City of San Clemente
Project: Storm Drain Gravity Main SWGM-16135 Repairs
660 Camino De Los Mares
City of San Clemente, California

Proposal File No: B224168-1

APPENDIX B

SIMILAR PROJECT REFERENCES

Client: City of San Clemente
Project: Storm Drain Gravity Main SWGM-16135 Repairs
660 Camino De Los Mares
City of San Clemente, California

Proposal File No: B224168-1

PROJECT REFERENCES

1. SINKHOLE ANALYSES & REMEDIATION RECOMMENDATIONS, CITY OF BELL, CA

- **Gage Avenue at I-710, City of Bell, California**
- **Client:** City of Bell
- **Contact personnel:** Mr. John Oskousi, (949) 350-9225, 6330 Pine Avenue, Bell, California
- **P.A. & Associates Manager:** Parviz Azar

2. LYNWOOD TRENCH BACKFILL OBSERVATION AND COMPACTION TESTING FOR SEWER MAIN REPLACEMENT, CITY OF LYNWOOD, CA

- Industrial Way, Elmwood Ave. & Martin Luther King Jr, Blvd., Lynwood, California
- P.A. & Associates provided geotechnical services for the sewer main replacement.
- **Client:** City of Lynwood
- **Contact personnel:** Mr. Masoud Sepahi (949) 375-6599
- **P.A. & Associates Manager:** Parviz Azar

3. PARK MONUMENT SIGN REPLACEMENT, CITY OF SAN CLEMENTE, CA

- Max Berg Plaza Park, City of San Clemente, CA
- P.A. & Associates provided Deputy Inspection Services during construction.
- **Client:** City of San Clemente
- **Contact personnel:** Mr. Cesar Chamorro (949) 324-1693
- **P.A. & Associates Manager:** Parviz Azar

4. SAN GABRIEL RIVER BRIDGE IMPROVEMENT PROJECT (CALTRANS), CITY OF AZUSA, CA

- San Gabriel Canyon Road crossing the San Gabriel River, City of Azusa, CA
- P.A. & Associates provided geotechnical observation, material testing, and deputy inspection services during construction.
- **Client:** Future Contractors and Engineer Inc.
- **Contact personnel:** Mr. Nick Katbi (949) 517-2666
- **P.A. & Associates Manager:** Parviz Azar

Client: City of San Clemente
Project: Storm Drain Gravity Main SWGM-16135 Repairs
660 Camino De Los Mares
City of San Clemente, California

Proposal File No: B224168-1

APPENDIX C

FEE SCHEDULE

2024 PROFESSIONAL FEE SCHEDULE

.SOIL ENGINEERING .GEOLOGY .MATERIALS TESTING .HAZARDOUS WASTE ASSESSMENT

PROFESSIONAL SERVICE FEES (Per hour)

Principal Engineer/Geologist	145
Project Engineer/Geologist	125
Staff Engineer/Geologist	115
Field Engineer/Geologist	115
Engineering Field/Lab Technician	110
Technical Drafting	95
Technician, Deputy Inspector	95
Engineering Field Technician w/nuclear gauge & vehicle.....	95
Prevailing Wage Hourly Surcharge for Technician & Field Engineer	20/hr.

Overtime will be charged at the basic rate plus 50%. Overtime is defined as the excess above 8 hours on weekdays, time before 7 a.m. or after 5 p.m., and regular hours on Saturdays. Sundays, holidays and time between 12 mid-night to 7 am will be charged regular hour plus 100%. Call out for field is a minimum of 4 hours, over 4 hours is 8 hours.

SUPPORT SERVICES

Word Processing	75
Secretarial Services	75
General office.....	75
Sample/Document	
Pickup & Delivery	85

Expert witness testimony will be charged at \$650 per hour; minimum charge of \$2000.00

REIMBURSABLE EXPENSES

Heavy equipment, supplemental insurance, permit travel, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 50%.

PROPOSAL ACCEPTANCE PERIOD

Proposals are valid for 60 days, unless otherwise specifically stated.

OTHER CHARGES

Travel time will be billed at appropriate hourly rates. A conveyance charge of 50 cents per mile shall be charged for round trip travel from our office to the project site.

LABORATORY TEST

<u>Test</u>	<u>Fee Each</u>
Moisture Content	45
Moisture and Density (Ring Samples)	65
Maximum Dry Density, ASTM (1557)	180
Maximum Density Checkpoint	75
Sieve Analysis including wash, ASTM (D244)	135
Percent Passing No. 200 Sieve	75
Liquid Limit and Plastic Index.....	290
Sand Equivalent	135
Expansion Index.....	135
Direct Shear (Undisturbed), (per point)	150
Direct Shear (Remolded), (per point).....	160
Consolidation, (per point).....	160
R-Value (Untreated), ASTM (D2844 or CA301).....	380
R-Value (Treated)	420
Sulfate Content (min of 4)	75
Concrete Compressive Strength Test and report (min of 4)	75

Triaxial testing, residual shear tests, permeability, and special tests will be charged at hourly rates.

INVOICES

- a. Invoices are rendered biweekly, payable upon receipt.
- b. 50% of the fee for field studies is due at the time of authorization to cover equipment and mobilization costs.

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall perform the services diligently and according to the timetable requested by the City.

EXHIBIT "C"
INSURANCE REQUIREMENTS

3.2.12 Insurance.

3.2.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.12.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. 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.

(A) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) **Professional Liability (Errors & Omissions):** Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.12.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled 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.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled 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.

3.2.12.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled 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.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.12.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled 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.

3.2.12.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.12.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.12.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention greater than \$5,000 must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers 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.

3.2.12.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required 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 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 and not replaced immediately so as to avoid a lapse in the required coverage, 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.

3.2.12.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.12.11 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 transact business of insurance 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.

3.2.12.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.12.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.12.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and

volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

EXHIBIT "D"
COMPENSATION

In full compensation for the Services performed by Consultant under this Agreement, the City shall pay the Consultant on a time and materials basis for actual worked performed at the hourly rates listed below and shall not exceed the following budget for the tasks identified:

PROFESSIONAL SERVICE FEES (Per hour)

Principal Engineer/Geologist	145
Project Engineer/Geologist	125
Staff Engineer/Geologist	115
Field Engineer/Geologist	115
Engineering Field/Lab Technician	110
Technical Drafting	95
Technician, Deputy Inspector	95
Engineering Field Technician w/nuclear gauge & vehicle	95
Prevailing Wage Hourly Surcharge for Technician & Field Engineer	20/hr.

LABORATORY TEST

<u>Test</u>	<u>Fee Each</u>
Moisture Content	45
Moisture and Density (Ring Samples)	65
Maximum Dry Density, ASTM (1557)	180
Maximum Density Checkpoint	75
Sieve Analysis including wash, ASTM (D244)	135
Percent Passing No. 200 Sieve	75
Liquid Limit and Plastic Index	290
Sand Equivalent	135
Expansion Index	135
Direct Shear (Undisturbed), (per point)	150
Direct Shear (Remolded), (per point)	160
Consolidation, (per point)	160
R-Value (Untreated), ASTM (D2844 or CA301)	380
R-Value (Treated)	420
Sulfate Content (min of 4)	75
Concrete Compressive Strength Test and report (min of 4)	75

Activity Description	Units	Rate	Total
Project Engineer/Engineer Geologist	16	125	\$2000
Field & Staff Engineer/Geologist	30	105	\$3150
Soil Engineer Technician	120	115	\$13,800
Laboratory Tests, Maximum Density, Expansion and Sieve Analyses (Soil			\$2500
Compaction Report	1	2500	\$2500

TOTAL= \$23,950

Total compensation under this Agreement shall not exceed \$23,950, including any reimbursable expenses approved in writing in advance.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(ONE OF THE BOXES BELOW MUST BE CHECKED)

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier State Fund Compensation Insurance

Policy Number 1315311

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated: Oct. 3rd, 2024



Consultant

By: Parviz Azar

President

Title

23011 Moulton Pkwy, Suite D7

Address

Laguna Hills, CA 92653

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

10/03/24

PRODUCER

TLC INSURANCE SERVICES INC
 176 S Laurel Ave
 Brea, CA 92821
 (714)255-0422

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

P.A. Associates, Inc.
 23011 Moulton Pkwy., Suite D-7
 Laguna Hills, CA 92653

(949) 679-7474

 INSURER A: **US Specialty Ins. Co.**

29599

 INSURER B: **Hartford Insurance Co.**

29424

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B		GENERAL LIABILITY	57SBABA2254SC	05/30/24	05/30/25	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
B		AUTOMOBILE LIABILITY	57SBABA2254SC	05/30/24	05/30/25	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER Prof. Liability Claims Made Form	E0000029349-01	05/30/24	05/30/25	Each Occ.:	\$1,000,000
						Gen. Agg.:	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Certificate Holder is Added as Additional Insured to the General Liability but only as respects all covered operations of the Named Insured.
 * 10 day notice of cancelation for nonpayment of premium.

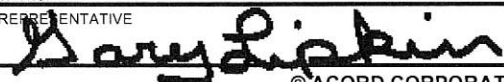
CERTIFICATE HOLDER

City of San Clemente
 910 Calle Negocio
 San Clemente, CA 92673

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Policy Number 57SBABA2254SC Commercial General Liability

NOTE: This Endorsement changes the Policy, please read this carefully.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This Endorsement modifies Insurance provided under the following:

(a) Commercial General Liability Coverage

Schedule

Name of Person or Organization:

City, City's officers, employees, and agents and, if the City's Risk Manager so requires, the City of San Clemente Redevelopment Agency and its officers, employees, and agents

(If no entry appears above information required to complete this endorsement in the declarations as applicable to this endorsement).

Who is an insured (SECTION II) is amended to include as an insured the person or organization shown in the schedule but only with respect to liability arising out of your work for that insured by or for you.

In respect to the above named additional insured(s), this insurance is **primary insurance**. Any other insurance maintained by the above-named additional insured(s) is excess and not contributing insurance with the insurance required hereunder.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-01-2024

GROUP:
POLICY NUMBER: 1315311-2024
CERTIFICATE ID: 79
CERTIFICATE EXPIRES: 07-01-2025
07-01-2024/07-01-2025

CITY OF SAN CLEMENTE
910 CALLE NEGOCIO
SAN CLEMENTE CA 92673-6268

SP

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2023 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

PARVIZ AZAR AND ASSOCIATES, INC.
23011 MOULTON PKWY STE. D7
LAGUNA HILLS CA 92653

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[TTP,CN]