



Council Agenda Report

City Council Meeting
07-13-20

**Item
3.B.9.**

To: Mayor Farrer and the Honorable Members of the City Council

Prepared by: Yolanda Bundy, Environmental Sustainability Director

Approved by: Reva Feldman, City Manager

Date prepared: June 24, 2020 Meeting date: July 13, 2020

Subject: Amendment to Professional Services Agreement with Questa Engineering Corp.

RECOMMENDED ACTION: Authorize the City Manager to execute Amendment No. 3 to the Professional Services Agreement with Questa Engineering Corp. to allow for a one-year extension of the existing agreement through June 30, 2021.

FISCAL IMPACT: Funding for these services is included in the Adopted Budget for Fiscal Year 2020-2021 in Account No. 101-2010-5100 (Wastewater Management Professional Services).

WORK PLAN: This item was not included in the Adopted Work Plan for Fiscal year 2020-2021.

DISCUSSION: On October 29, 2014, the City released a Request for Proposal seeking assistance with transitioning the City's Wastewater Management Program into compliance with the Statewide Onsite Wastewater Treatment Systems (OWTS) Policy. On February 23, 2015, the City contracted with Questa Engineering Corp. for such services. On February 27, 2017, the City extended the term of the agreement to expire on June 30, 2018. On August 27, 2018, the City extended term of the agreement to expire on June 30, 2020.

The remaining amount in the contract with Questa will be used to prepare a Water Quality Assessment Plan for the Local Agency Management Program (LAMP). The plan is a supplemental document to the LAMP to address the Water Quality Assessment Program as discussed in LAMP Section 6.3. To complete the project, staff is requesting Council extend the term of the Agreement to June 30, 2021.

ATTACHMENTS:

1. Amendment No. 3 to Agreement with Questa Engineering Corp.
2. Original Agreement with Questa Engineering Corp., executed February 23, 2015
3. LAMP Section 6.3

AMENDMENT NO. 3 TO AGREEMENT

THIS AMENDMENT NO. 3 TO AGREEMENT is made and entered in the City of Malibu on this 13th day of July 2020, by and between the CITY OF MALIBU, herein after referred to as City, and Questa Engineering Corp., hereinafter referred to as Contractor.

The City and the Contractor agree as follows:

RECITALS

- A. On February 23, 2015, the City entered into an Agreement with Questa Engineering Corp. for Professional Consulting Services for certain projects relating to transitioning the City's Local Agency Management Program (LAMP) as required by the California State Water Resources Control Board's Onsite Wastewater Treatment Systems Policy.
- B. On February 27, 2017, the City amended Section 2.0 of the agreement to extend the term of the agreement to expire on June 30, 2018.
- C. On August 27, 2018, the City amended Section 2.0 of the agreement to extend the term of the agreement to expire on June 30, 2020.
- D. The City desires to amend the Agreement to extend the Term of the Agreement, such that the contract will now expire on June 30, 2021.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

- 1. Section 2.0 – Term of Agreement, is hereby amended to expire on June 30, 2021.
- 2. All terms and conditions of the Agreement not amended by this Amendment No. 3 remain in full force and effect.

This Agreement is executed on this ____ day of July 2020, at Malibu, California, and effective as of July 1, 2020.

CITY OF MALIBU

REVA FELDMAN, City Manager

ATTEST:

HEATHER GLASER, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

CHRISTI HOGIN, City Attorney

CONTRACTOR



By: Norm Hantzsche
Title: Principal Managing Engineer,
Questa Engineering Corp.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of February 23, 2015 by and between the City of Malibu (hereinafter referred to as the "City"), and Questa Engineering Corp. (hereinafter referred to as the "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating to transitioning the City's Wastewater Management Program into compliance with the Statewide Onsite Wastewater Treatment Systems (OWTS) Policy including Environmental Engineering, Regulatory Consulting, and Geographic Information Systems (GIS) with Database Development to be performed within the context of assisting the City in its efforts to maintain a robust and sustainable system of local agency management for OWTS and other decentralized wastewater systems in the City of Malibu.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement (Exhibit A). The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on March 2, 2015, and will remain in effect for a period of two (2) years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule (Exhibit B). The cost of services shall not exceed a total amount of \$140,000. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Consultant's negligent, reckless or willful misconduct. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of

the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default

or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY: Andrew Sheldon
Environmental Health
Administrator
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861
TEL (310) 456-2489 x 364
FAX (310) 456-3356

CONSULTANT: Norman N. Hantzsche, P.E.
Principal / Managing Engineer

Questa Engineering Corp.
1220 Brickyard Cove, Suite 206
Point Richmond, CA 94801
TEL: (510) 236-6114 x 214
FAX: (510) 236-2423

6.20 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials JL
Consultant Initials TH

This Agreement is executed on this February 23, 2015 at Malibu, California, and effective as of February 23, 2015.

CITY OF MALIBU:

[Signature]
JIM THORSEN, City Manager

ATTEST:

[Signature]
LISA POPE, City Clerk
(seal)

CONSULTANT:

[Signature]
By: Norman N. Hantzsche,
Principal / Managing Engineer

APPROVED AS TO FORM:

[Signature]
CHRISTI HOGIN, City Attorney



City of Malibu

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Phone (310) 456-2489 · Fax (310) 456-3356 · www.malibucity.org

Scope of Work and Project Schedule

The Scope of Work, as may be modified through negotiation and/or by written addendum, will be made a part of the Agreement.

Local Agency Management Program (LAMP): Assist the City in developing a LAMP document for submittal to the Los Angeles Regional Water Quality Control Board (RWQCB) and / or the State Water Resources Control Board (SWRCB). The consultant's services shall include all of the following.

1. Environmental Engineering

- a. Assist staff in documenting the scientific and engineering basis for the City's existing Wastewater Management Program for OWTS.
- b. Review with staff the risk based approach encompassed within the City's existing Wastewater Management Program within the context of Malibu's local climatic, geological, and topographical conditions. This review shall also include consideration of local hydrological and hydrogeologic conditions.
- c. Assist staff in refining and/or enhancing the City's existing Wastewater Management Program for purposes of compliance with the Statewide OWTS Policy.
- d. Provide technical writing, graphics, and document production services to prepare the LAMP document. The work product shall include a LAMP document for submittal to the RWQCB and/or the SWRCB.

2. Regulatory Consulting

- a. Assist staff in selecting LAMP elements that satisfy the requirements of the Statewide OWTS Policy.
- b. Participate in regulatory agency meetings with staff to present the technical approach embodied in the LAMP. Agencies to be consulted include the RWQCB and California Coastal Commission.

3. Geographic Information Systems (GIS) with Database Development

- a. Acquire GIS and OWTS database files from staff and use these to produce pictorial exhibits showing the locations of existing OWTS properties (i.e., land parcels served by OWTS) in relationship to sensitive or vulnerable bodies of water within the City.
- b. Assist staff in developing statistics describing the numbers of OWTS existing within various geographical areas in Malibu.

OWTS Siting and Design Ordinance:

1. Environmental Engineering

- a. Review with staff the conventional and alternative OWTS technologies currently used in the Malibu.
- b. The review of conventional OWTS technologies shall include septic tanks, leaching beds and seepage pits as implemented locally.
- c. The review of alternative OWTS technologies shall include various methods of secondary treatment¹, nitrogen reduction, disinfection, and pressurized effluent dispersal in PVC pipe and subsurface drip tubing.

1. Regulatory Consulting

- a. Review with staff the existing OWTS siting and design standards used for permitting conventional and alternative OWTS technologies in Malibu. Standards to be reviewed include portions of the Malibu Municipal Code, Local Coastal Program/Local Implementation Plan, and existing Environmental Health policies and guidelines.
- b. Engage with staff in assessing the relative merits of continuing to use OWTS standards based on *alternate systems* provisions of the 2013 California Plumbing Code, Appendix H (Private Sewage Disposal Systems) versus establishing a modern OWTS siting and design ordinance similar to those used in many other California local agencies exercising jurisdiction over alternative OWTS design and permitting. Procedures for siting and design of alternative systems pursuant to Local Coastal Program/Local Implementation Plan requirements (Chapter 18) also shall be reviewed with staff.

¹ Alternative OWTS technologies for secondary treatment currently used in Malibu include, but are not limited to, media filters, fixed film and suspended growth aerobic treatment units, and various activated sludge processes such as extended aeration, sequencing batch reactors, and membrane bioreactors.

- c. Assist staff in refining and/or enhancing the City's existing OWTS siting and design standards for purposes of compliance with the Statewide OWTS Policy and clarifying City OWTS requirements. This includes assisting staff in writing new or amended text for the Malibu Municipal Code, Local Coastal Program/Local Implementation Plan, and Environmental Health policies and guidelines for OWTS siting and design. The consultant shall provide assistance to staff in preparing: (i) a California Coastal Commission submittal for a Local Coastal Program/Local Implementation Plan amendment and (ii) a California Building Standards Commission submittal of express findings pursuant to Health and Safety Code Section 18941.5 to justify local amendments to California Plumbing Code Appendix H.

OWTS Management Ordinance:

1. Environmental Engineering

- a. Review with staff the existing process for issuing Operating Permits to conventional and alternative OWTS installations.
- d. Review with staff the structure of Operating Permits issued to conventional and alternative OWTS and the relative merits of adding new conditions for maintaining the active status of Operating Permits.

2. Regulatory Consulting

- a. Review the City's existing OWTS management ordinance with staff. Meet with staff to become familiar with procedures currently used by staff for administering the City's OWTS Operating Permit Program.
- b. Engage with staff in evaluating the scope of the City's OWTS Operating Permit Program with respect to requirements of the Statewide OWTS Policy.
- c. Assist staff in refining and/or enhancing the City's existing OWTS management ordinance for purposes of compliance with the Statewide OWTS Policy. This includes assisting staff in writing new or amended text for the Malibu Municipal Code, Local Coastal Program/Local Implementation Plan, and Environmental Health policies and guidelines for the issuance of OWTS operating permits.

Water Quality Assessment Program:

1. Environmental Engineering

- a. Assist staff in developing a water quality assessment program to determine, in accordance with the Statewide OWTS Policy, the general operating status of OWTS and assess the extent to which local groundwater and/or surface water quality in vulnerable areas may be adversely impacted as a result of OWTS discharges.

- b. A qualified registered professional shall provide, in consultation with staff, a general evaluation of local percolation and groundwater seepage rates, evidence of seasonally shallowest groundwater. Based on this evaluation, the consultant shall provide a qualitative assessment of the local geography with respect to classifying those areas subject to the highest relative threats posed by OWTS to beneficial water uses of surface water and groundwater. The consultant shall identify those surface water and groundwater bodies which it finds to have significant vulnerability to pollution or nuisance stemming from OWTS.
- c. The water quality assessment program must include monitoring and analysis of water quality data, review of complaints, variances, failures, and any information resulting from inspections. The consultant shall assist staff in reviewing the suitability of existing sources of water quality data for the uses intended by the Statewide OWTS Policy.
 - i. Existing data sources to be reviewed include surface water monitoring programs administered by partnering local agencies for purposes of beach water quality testing, MS4 stormwater permit compliance, and TMDL program compliance (e.g., beach and stream monitoring performed by the City of Los Angeles and County of Los Angeles).
 - ii. Additional sources of existing water quality data to be considered include, but are not limited to, private well development water quality samples submitted to the Los Angeles County Department of Public Health, data contained in the California Water Quality Assessment Database, groundwater sampling performed as part of Waste Discharge Requirements or as part of the Groundwater Ambient Monitoring and Assessment Program (as found on the Waterboards' Geotracker Database).
- d. The water quality assessment program must include, at a minimum, protocols for the assemblage and interpretation of nitrate and pathogen data generated from existing surface water monitoring programs. The consultant may also recommend the City establish additional monitoring, as necessary, to adequately characterize the impacts of OWTS on water quality.

2. Regulatory Consulting

- a. Review with City staff the Water Quality Assessment Program requirements of the Statewide OWTS Policy with respect to regulatory reporting content, format, and schedule.
- b. Assist City staff in preparing a written description of the Water Quality Assessment Program as part of the City of Malibu's LAMP. This shall include a written specification for the outline and content of annual and five-year water quality monitoring reports to be submitted to the RWQCB pursuant to the Statewide OWTS Policy.

3. Geographic Information Systems (GIS) with Database Development

- a. Produce pictorial exhibits showing the locations of Water Quality Assessment Program monitoring stations relative to OWTS locations in those geographic areas characterized as most vulnerable to OWTS discharges.

Advanced Protection Management Program:

1. Environmental Engineering

- a. Review with staff the existing RWQCB and U.S. Environmental Protection Agency Total Maximum Daily Load (TMDL) documents and implementation plans for Malibu Creek Watershed (nutrients, bacteria), Malibu Creek and Lagoon (nutrients/invertebrates), and Santa Monica Bay (bacteria) and create a tabular summary of the established OWTS implementation actions and load allocations.
- b. Assist City staff in preparing documentation of City performance on all TMDL related OWTS implementation actions and load allocations including completed, ongoing, and scheduled activities.

2. Regulatory Consulting

- a. Review with staff the Advanced Protection Management Program requirements of the Statewide OWTS Policy with respect to OWTS near water bodies that have been listed as impaired due to nitrogen or pathogen indicators pursuant to Section 303(d) of the Clean Water Act.
- b. Assist staff in identifying the geographic area(s) indicated as requiring advanced protection involving OWTS-related TMDL implementation actions, and/or special provisions for OWTS, pursuant to the Statewide OWTS Policy.
- c. Assist staff in preparing a written description of the Advanced Protection Management Program as part of the City of Malibu's LAMP. This shall include a written summary of the OWTS-related TMDL implementation actions, and/or special provisions for OWTS, applicable to geographic area(s) associated with each of the water bodies that have been listed as impaired due to nitrogen or pathogen indicators pursuant to Section 303(d) of the Clean Water Act (Malibu Creek and Lagoon, Malibu Creek Watershed, Santa Monica Bay).

3. Geographic Information Systems (GIS) with Database Development

- a. Use City GIS and OWTS database files to produce pictorial exhibits showing the locations of OWTS properties within those geographic area(s) of the City subject to advanced protection requirements, as defined in the Statewide OWTS Policy.

- b. Assist staff in developing statistics describing the numbers of existing OWTS located within those geographic area(s) of the City subject to advanced protection requirements, as defined in the Statewide OWTS Policy. Summary statistics shall describe the TMDL specific OWTS populations sorted by TMDL, geographic area, and target constituents (nitrogen and/or pathogen indicators). Additionally, summary statistics are required for the entire OWTS population within the City subject to all TMDLs.

Project Schedule:

Tasks	2015										2016		
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Local Agency Management Plan (LAMP)				GIS				DL		DL			FL
OWTS Siting and Design Ordinance								DO					
OWTS Management Ordinance								DO					
Water Quality Assessment Program				GIS				WQAP					
Advanced Protection Management Program				GIS			APMP						

KEY:

GIS = GIS Mapping

DO = Draft Ordinance

DL = Draft LAMP

FL = Final LAMP

WQAP = Water Quality Assessment Program

APMP = Advanced Protection Management Program



City of Malibu

23825 Stuart Ranch Road · Malibu, California · 90265-4861
 Phone (310) 456-2489 · Fax (310) 456-3356 · www.malibucity.org

Cost Schedule

TASKS	N. Hantzsche, PE Principal-in-Charge	P. Pospisil, PG Project Geologist	Sr Soil Scientist & Engineering Geologist	Env. Engr. Assoc./ GIS	Drafting, Technical Writer	Clerical	TOTAL HOURS	COST
Hourly Rates	\$180	\$130	\$160	\$100	\$90	\$70		
Task 1: Local Agency Management Program (LAMP)								
1.1: Environmental Engineering	80	40	16	60	8	4	208	\$29,160
1.2: Regulatory Consulting	80	16		40		4	140	\$20,760
1.3: GIS with Database Development	24			60	24	16	124	\$13,600
Subtotal - Task 1	184	56	16	160	32	24	472	\$63,520
Task 2: OWTS Siting and Design Ordinance								
2.1: Environmental Engineering	20	16	4	20	8	4	72	\$9,320
2.2: Regulatory Consulting	40	8		12	16	4	80	\$11,160
Subtotal - Task 2	60	24	4	32	24	8	152	\$20,480
Task 3: OWTS Management Ordinance								
3.1: Environmental Engineering	12	4		16		3	35	\$4,490
3.2: Regulatory Consulting	20	4		16		4	44	\$6,000
Subtotal - Task 3	32	8	0	32	0	7	79	\$10,490
Task 4: Water Quality Assessment Program								
4.1: Environmental Engineering	24	24	16	40		2	106	\$14,140
4.2: Regulatory Consulting	16			16		4	36	\$4,760
4.3: GIS with Database Development	4			24		4	32	\$3,400
Subtotal - Task 4	44	24	16	80	0	10	174	\$22,300
Task 5: Advanced Protection Management Program								
5.1: Environmental Engineering	16			12		2	30	\$4,220
5.2: Regulatory Consulting	16			12		2	30	\$4,220
5.3: GIS with Database Development	8			40	16	2	66	\$7,020
Subtotal - Task 5	40	0	0	64	16	6	126	\$15,460
TOTAL LABOR HOURS	360	112	36	368	72	55	1003	
TOTAL LABOR COSTS	\$64,800	\$14,560	\$5,760	\$36,800	\$6,480	\$3,850		\$132,250
EXPENSES								
Travel								\$6,000
Reproduction & Misc. Costs								\$1,500
Communications								\$250
TOTAL EXPENSES								\$7,750
TOTAL PROJECT COST								\$140,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/6/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU SF SD Int'l - Consolidated 201 California St., Suite 200 License # 0778092 San Francisco CA 94111-5098	CONTACT NAME: Richard Alesna PHONE (A/C No. Ext): (415) 788-9810 E-MAIL ADDRESS: ralesna@isugroup.com	FAX (A/C No.): (415) 248-3534
	INSURER(S) AFFORDING COVERAGE	
INSURED Questa Engineering Corporation 1220 Brickyard Cove Rd # 228 RICHMOND CA 94801	INSURER A: Oak River Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 14-15 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			2200066712141	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Project #: 1400172 Project Name: Malibu LAMP
City of Malibu, its officers and employees named as Additional Insured if required by written contract.
Coverage is Primary. 30 days prior written notice of cancellation.

CERTIFICATE HOLDER trossine@malibucity.org City of Malibu Attn: Tracey Rossine 23825 Stuart Ranch Road Malibu, CA 90265	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Richard Alesna
---	--



EFFECTIVE: 09/10/2014

IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

&

**BLANKET WAIVER OF SUBROGATION
Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS**

- A. WHO IS AN INSURED (Section C.)** of the Businessowners Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
- B. The insurance provided to the additional insured is limited as follows:**
1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The coverage provided to the additional insured within this endorsement and section titled **LIABILITY AND MEDICAL EXPENSE DEFINITIONS – "Insured Contract" (Section F.9.)** within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
 5. This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
 - a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.
- C. BUSINESSOWNERS GENERAL LIABILITY CONDITIONS – Duties In The Event of Occurrence, Offense, Claim or Suit (Section E.2.)** of the Businessowners Liability Coverage Form is amended to add the following:
- An additional insured under this endorsement will as soon as practicable:
1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. OTHER INSURANCE (Section H. 2. & 3.) of the Businessowners Common Policy Conditions are deleted and replaced with the following:

2. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.
3. When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured

against that "suit" if no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section K.2.) of the Businessowners Common Policy Conditions is deleted and replaced with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

000002

200204075426003011056457007



POLICY NUMBER
B 6011173600

INSURED NAME AND ADDRESS
Questa Engineering Corporation
1220 Brickyard Cove Rd # 206
RICHMOND, CA 94801

POLICY CHANGES
ENDORSEMENT EFFECTIVE 09/18/2014

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

SB-147052-A

(Ed. 03/06)

This form has been added to the policy:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - NOTICE OF CANCELLATION

OR MATERIAL COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. Number of days required by state:30

2. Name:QUESTA ENGINEERING

3. Address:

1220 BRICKYARD COVE RD
POING RICHMOND, CA 94801



Thomas F. Motamed
Chairman of the Board

Jonathan Kantor
Secretary

G-56015-B (ED. 11/91)

POLICY NUMBER
B 6011173600

INSURED NAME AND ADDRESS
Questa Engineering Corporation
1220 Brickyard Cove Rd # 206

RICHMOND, CA 94801

POLICY CHANGES
ENDORSEMENT EFFECTIVE 09/18/2014

This Change Endorsement changes the Policy. Please read it carefully.
This Change Endorsement is a part of your Policy and takes effect on the
effective date of your Policy, unless another effective date is shown.

SB-147052-B

(Ed. 06/11)

This form has been added to the policy:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - NOTICE OF CANCELLATION

OR MATERIAL COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

In the event of cancellation or material change that reduces or
restricts the insurance afforded by this Coverage Part (other than
the reduction of aggregate limits through payment of claims), we
agree to mail prior written notice of cancellation or material
change to:

SCHEDULE

Name of Designated Entity:

Address/Contact Information of Designated Entity:

*Information required to complete this Schedule, if not shown above,
will be shown in the Declarations.

The following conditions are added:

1. If the policy is cancelled or not renewed, we will give written
notice of such cancellation or nonrenewal to the Designated
Entity shown in the Schedule above, or in the Declarations.
Such notice may be delivered or sent by any means of our
choosing. The notice to the Designated Entity will state the
effective date of cancellation or nonrenewal. However, such
notice of cancellation or nonrenewal is solely for the purpose
of informing the Designated Entity of the effective date of
cancellation or nonrenewal and does not grant, alter, or extend
any rights or obligations under this policy.



Thomas F. Holman
Chairman of the Board

Jonathan Kantor
Secretary

G-56015-B (ED. 11/91).

POLICY NUMBER
B 6011173600

INSURED NAME AND ADDRESS
Questa Engineering Corporation
1220 Brickyard Cove Rd # 206

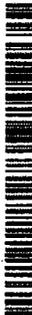
RICHMOND, CA 94801

POLICY CHANGES

ENDORSEMENT EFFECTIVE 09/18/2014

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

2. If we cancel or elect not to renew the policy for any reason other than nonpayment of premium, we will give written notice to the Designated Entity shown in the Schedule above, or in the Declarations at the same time notice is given to the first Named Insured.



Thomas F. Motamed
Chairman of the Board

Jonathan Kantor
Secretary

POLICY NUMBER
B 6011173600

INSURED NAME AND ADDRESS
Questa Engineering Corporation
1220 Brickyard Cove Rd # 206
RICHMOND, CA 94801

POLICY CHANGES

ENDORSEMENT EFFECTIVE 09/18/2014

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

3. If we cancel or elect not to renew this policy for nonpayment of premium, we will give written notice to the Designated Entity shown in the Schedule above, or in the Declarations. Such notice may be provided before or after the effective date of cancellation or nonrenewal.
4. Failure to give notice in accordance with the terms of this endorsement does not:
 - a. Alter the effective date of policy cancellation, nonrenewal or expiration;
 - b. Render such cancellation or nonrenewal ineffective;
 - c. Grant, alter, or extend any rights or obligations under this policy; or
 - d. Extend the insurance beyond the effective date of cancellation or policy expiration, whichever comes first.



Thomas F. Motamed
Chairman of the Board

Jonathan Kantor
Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

EXTENDED CANCELLATION CONDITION

Paragraph 2.b. of the CANCELLATION Common Policy Condition is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

TEMPORARY SUBSTITUTE AUTO — PHYSICAL DAMAGE COVERAGE

Under paragraph C. — CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION 1 — COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

BROAD FORM NAMED INSURED

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

X BLANKET ADDITIONAL INSURED

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:

- (1) The "insured contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".
- (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
- (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
- (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

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(6) The coverage provided will not exceed the lesser of:

- (a) The coverage and/or limits of this policy; or
- (b) The coverage and/or limits required by the "insured contract".

(7) A person's or organization's status as an "insured" under this subparagraph d ends when your operations for that "insured" are completed.

EMPLOYEE AS INSURED

Under Paragraph A. of Section II — LIABILITY COVERAGE item f. is added as follows:

Your "employee" while using his owned "auto", or an "auto" owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that "auto". This coverage is excess to any other collectible insurance coverage.

FELLOW EMPLOYEE COVERAGE

Exclusion 5. FELLOW EMPLOYEE of SECTION II — LIABILITY COVERAGE — B. EXCLUSIONS is amended by the addition of the following:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

BLANKET WAIVER OF SUBROGATION

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under Section II — LIABILITY COVERAGE — A.1.D. BROAD FORM NAMED INSURED and A.1.e. BLANKET ADDITIONAL INSURED.

PHYSICAL DAMAGE — ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

The first sentence of paragraph A.4. of SECTION III — PHYSICAL DAMAGE COVERAGE is amended as follows:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

PERSONAL EFFECTS COVERAGE

A. SECTION III — PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, is amended by adding the following:

c. Personal Effects Coverage

For any Owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

EXTRA EXPENSE — BROADENED COVERAGE

Paragraph A. — COVERAGE of SECTION III — PHYSICAL DAMAGE COVERAGE is amended to add:

- 5. We will pay for the expense of returning a stolen covered "auto" to you.

AIRBAG COVERAGE

Under paragraph B. — EXCLUSIONS of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

NEW VEHICLE REPLACEMENT COST

Under Paragraph C — LIMIT OF INSURANCE of Section III — PHYSICAL DAMAGE COVERAGE section 2 is amended as follows:

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. However, in the event of a total loss to your "new vehicle" to which this coverage applies, as shown in the declarations, we will pay at your option:
 - a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
 - b. The purchase price, as negotiated by us, of a new vehicle of the same make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership. If the same model is not available pay the purchase price of the most similar model available;

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee — Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

X 5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;

6.2.2 Databases

The City also maintains some individual projects and other program activities in hard copy files and electronic files. Permit record storage and data importing are uploaded into the OnBase system. These documents are also available to the public on the City's Website at www.malibucity.org/onbase. In addition to data storage, other parcel information is available in the City's Development Database and GIS programs.

In compliance with the State OWTS Policy Tier 2 requirements, the City will retain permanent records of OWTS permitting actions and will make those records available within 10 working days upon written request for review by the Regional Water Board. At a minimum this includes:

- Installation permits issued for new, repair and replacement OWTS
- OWTS variances and/or exemptions issued, including number, location and description
- Engineering, geological, infiltration and percolation reports
- OWTS design and plot plans

6.3 Water Quality Assessment Program

6.3.1 Objectives

The City will maintain an OWTS water quality assessment program having three primary objectives: (1) to determine the general operational status of OWTS in the City; (2) assess possible impacts of OWTS on groundwater and surface water quality, and their associated beneficial uses; and (3) identify areas for changes to existing OWTS management practices.

6.3.2 Watershed Approach

The OWTS-water quality assessment will be organized according to the various watershed areas delineated and presented in this LAMP. This will allow the existing GIS-based mapping, OWTS inventories, and wastewater loading analyses to be utilized and updated. Other localized focus areas within each watershed sub-basin may be delineated in the future if warranted.

6.3.3 Operational Status of OWTS

The operational status of OWTS will be assessed through compilation and review of the following types of information:

- (1) Point of sale inspection reports;
- (2) Complaints and abatement activities for failing OWTS;
- (3) Exemptions issued for new and/or repair OWTS;
- (4) Performance inspections of existing OWTS in connection with building additions/remodel projects, or property transactions;
- (5) Monitoring information submitted in connection with terms of an operating permit.

The data review and assessment will focus on both positive and negative findings, apparent trends, and areas for changes in practices. The assessment will maintain and update the existing IWIMS database of OWTS in the City.

6.3.4 Water Quality Assessment Plan

A separate water quality assessment plan to supplement the LAMP will be developed and submitted to the Regional Water Board for review and approval. The water quality assessment will include the following:

- (1) **Water Quality Parameters of Concern.** The initial focus of the water quality assessment program will be on two key water quality parameters – pathogens and nitrate-nitrogen. Other parameters of concern may be added if warranted.
- (2) **Wastewater Discharge Volumes.** Estimates of annual wastewater discharge estimates from OWTS will be updated based upon the running inventory of OWTS per above.
- (3) **Nitrogen Loading.** Nitrogen loading estimates (by watershed and/or groundwater area) will be maintained and updated based on the running inventory of OWTS in the City.
- (4) **Water Quality Monitoring Data Sources.** Relevant water quality monitoring data for (pathogens and nitrate-nitrogen) will be compiled from a variety of available sources. Primary sources of data are expected to be:
 - **OWTS Operating Permits.** This includes effluent monitoring data and, in some cases, receiving water sampling (groundwater and/or surface water) that may be required under the terms of operating permits issued by the City for individual OWTS. Water quality monitoring is not required for all OWTS; however, the City has the prerogative to include monitoring requirements appropriate to the size, type and location of the OWTS.
 - **WDR Monitoring Reports.** Based on review of the Geotracker Database, there are 42 wastewater systems in Malibu currently covered under Waste Discharge Requirements (WDRs) issued by the Regional Water Board. Of this total 27 are currently required to monitoring groundwater quality, typically including one upgradient monitoring well and two or more downgradient wells. The WDR sites of interest are listed in **Table 6-1** and their locations shown in **Figure 6-1**.

Table 6-1: Waste Discharge Requirements that Include Groundwater Monitoring

WDR No.	WDRs with GW Monitoring Requirement	Watershed Name	No.
10000360	Vista Pacifica at Broad Beach	Trancas Canyon	5
10000354	Trancas Country Market	Trancas Canyon	5
10001768	Zuma Beach Restroom Station #9	Trancas Canyon	5
100018599	Trancas WPCP	Trancas Canyon	5
10001767	Zuma Beach Restroom Station #8	Trancas Canyon	5
10001766	Zuma Beach Restroom Station #7	Trancas Canyon	5
10001763	Zuma Beach Restroom Station #6, Fd Std 2, St yrd	Trancas Canyon	5
10001761	Zuma Beach Lifeguard HQ	Trancas Canyon	5
10000846	Malibu HS, Malibu MS and Juan Cabrillio ES	Trancas Canyon	5
10001206	ZB Restroom Station #1	Zuma Canyon	6
10001762	Zuma Beach Restroom Station #3 & 4, Food stand 1	Zuma Canyon	6
100025258	Villa Malibu Advanced OWTS	Ramirez Canyon	7
10001570	Fire Station #71	Ramirez Canyon	7
10000951	Portico at Malibu	Ramirez Canyon	7
10000710	Paradise Cove Beach Cafe	Ramirez Canyon	7
10000711	Paradise Cove Mobile Home Park	Ramirez Canyon	7
10001615	Geoffreys of Malibu	Escondido Canyon	8
10000858	Malibu Beach RV Park	Corral Canyon	11
10000482	McDonald's	Carbon Canyon	13
10000356	Malibu Cantina LLC	Carbon Canyon	13
10000034	Wavebreak LLC	Carbon Canyon	13
10000333	PC Green	Carbon Canyon	13
10000458	Malibu Outrigger Condos	Carbon Canyon	13
10001557	Malibu Sands	Carbon Canyon	13
10001295	Duke's Malibu	Las Flores Canyon	14
10000512	Moonshadows Restaurant	Piedra Gorda Canyon	15

WDR Locations with GW Monitoring Fig. 6-1

