



# Council Agenda Report

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

Prepared by: Yolanda Bundy, Environmental Sustainability Director

Approved by: Steve McClary, Interim City Manager

Date prepared: June 9, 2021 Meeting date: June 28, 2021

Subject: Professional Services Agreement for On-Call Environmental Consulting Services

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**RECOMMENDED ACTION:** Authorize the Mayor to execute a professional services agreement with Rincon Consultants to provide on-call environmental consulting services.

**FISCAL IMPACT:** Funding totaling \$40,000 per year for this agreement is included in the Proposed Budget for Fiscal Year 2021-2022 in Account No. 101-3003-5100 (Clean Water - Professional Services).

**WORK PLAN:** This item has been included as item 5.d. in the Proposed Workplan for Fiscal Year 2021-2022.

**DISCUSSION:** On March 2, 2021, a Request for Proposals (RFP) for a contract consultant to provide specialized on-call environmental consulting services was distributed. These services include stormwater management, water quality compliance, and spill response. The City received proposals from the following firms: TRC Solutions, Inc., Rincon Consultants, Inc., and Cardno.

Staff reviewed the proposals, and two consulting firms were subsequently granted qualification interviews, Rincon Consultants and Cardno. The interviews were conducted on April 21, 2021 via Zoom conference due to the COVID-19 pandemic. Each firm's interview presentation and RFP package were evaluated, and a selection was made based on the criteria listed in the RFP.

The City has previously utilized Rincon Consultants, Inc. to provide specialized on-call consulting services to meet stormwater regulatory requirements, and the firm has provided good service. Staff suggests authorizing the Mayor to execute a two-year agreement with Rincon Consultants, Inc.

**ATTACHMENTS:** Professional Services Agreement with Rincon Consultants, Inc.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of June 28, 2021 by and between the City of Malibu (hereinafter referred to as the "City"), and Rincon Consultants Inc. (hereinafter referred to as "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 its Environmental Programs to include stormwater management, water quality compliance, and spill response.

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, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. 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 July 1, 2021, 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 her 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 her 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 an annual amount of \$40,000. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10<sup>th</sup> 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 performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without

limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. 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, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

**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/her 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:

<b>CITY:</b>	Steve McClary Interim City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 224 FAX (310) 456-2760	<b>CONSULTANT:</b>	Rincon Consultants, Inc. Torin R. Snyder Principal 1250 East 1 <sup>st</sup> Street, Suite 301 Los Angeles, CA 90012 TEL (805) 644-4455 x 219
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**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 18700.3(a) 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





# City of Malibu

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

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## Scope of Work (Exhibit A)

### **Task 1. Stormwater Management**

#### Task 1.1 Stormwater Inspections

Activities include inspections for outfall screening, construction site BMP inspections, critical sources BMP inspections, illicit discharge investigation.

#### Task 1.2 Program Development

Activities may include preparing submittals to the Los Angeles Regional Water Quality Control Board and/or State Water Resources Control Board for limited modifications to existing program plans and documents (Enhanced Watershed Management Program; Coordinated Implementation Monitoring Program, Trash Monitoring and Report Programs, and other compliance plan as necessary). Assistance in preparing comment letters on behalf of the City.

#### Task 1.3

Regulatory review and support of regional stormwater permit revisions and other environmental regulations related to storm water compliance.

#### Task 1.4

Training for staff to meet the requirements of stormwater permits and compliance plans.

### **Task 2. Water Quality**

#### Task 2.1

Water quality sampling and report preparation.

#### Task 2.2

Assistance in water quality programs to help address compliance challenges or to undertake specific tasks related to regulatory or legal requirements.

#### Task 2.3

GIS mapping and database development.

#### Task 2.4

Regulatory review and support of TMDLs and other documents related to compliance programs.

### **Task 3. Spill Response**

#### Task 3.1

Coordination of transportation of hazardous or liquid waste by licensed and authorized hazardous waste hauler with availability 24 hours per day, 365 days per year; waste manifesting; and report preparation.

Task 3.2

Soil, water, and air sample collection; on-site testing (if applicable); coordination of laboratory analysis on collected samples; waste profiling; identification of options for landfill or treatment, storage and disposal facilities.

Task 3.3

For any emergency work, an environmental consulting representative shall be at the City's field response site within two hours of original call to the Consultant.

**Task 4. Other Regulatory Support Services**

Task 4.1

Review of current and proposed environmental regulations to determine impacts to the City.

Task 4.2

Assist in the development of comment letters on behalf of the City to public agencies on new and/or amended environmental laws.

Task 4.3

Training services for staff, contractors, and members of the public on environmental regulations.

**Task 5. General Program Management Support**

On call environmental consulting services shall be provided on a time and materials cost basis. Work will be conducted only upon written authorization from the City of Malibu, excepting verbal authorization for Task 3 emergency work.

**Licenses and Certifications**

- Hazardous Waste Operations and Emergency Response (HAZWOPER) certification
- Qualified SWPPP Practitioner (QSP)
- State of California Board licensed Professional Engineer
- California Driver's License with a clean driving record



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## Compensation for Services (Exhibit B)

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. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his designee. On call consulting services shall be provided on a time and materials cost basis, and adhere to contractually agreed upon rates. Work will be conducted only upon authorization from the City of Malibu.

The Consultant shall submit to the City, by no later than the 10<sup>th</sup> 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.

### Rincon Fee Schedules

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	\$247
Director II	\$247
Principal I	\$227
Director I	\$227
Senior Supervisor II	\$211
Supervisor I	\$201
Senior Professional II	\$180
Senior Professional I	\$165
Professional IV	\$149
Professional III	\$134
Professional II	\$118
Professional I	\$108
Associate III	\$98
Associate II	\$93
Associate I	\$84
Project Assistant	\$77
Senior GIS Specialist	\$144
GIS/CADD Specialist II	\$129
GIS/CADD Specialist I	\$115
Technical Editor	\$115
Production Specialist	\$91
Clerical	\$77

\*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350  
 All rates shall include overhead costs including, but not limited to salaries, benefits, insurance, office expenses, mileage and courier service. If staff substitutions are necessary, or if staff is promoted, the original rates listed will still apply.

<b>Equipment</b>	<b>Day Rate</b>
Brass Sample Sleeves, Bailers, Disposable Bailers	\$25
Water Level Indicator, DC Purge Pump	\$40
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
Flame Ionization Detector	\$200
Trimble GPS (sub-meter accuracy)	\$190
UAS Drone	\$250
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian/Vernal Pool Field Package (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net, field microscope)	\$150
Remote Field Package (digital camera, GPS, thermometer, binoculars, tablet and mifi, Delorme Satellite Beacon, 24-hour safety phone)	\$125
Sound Level Metering Field Package (anemometer, tripod and digital camera)	\$100
Standard Field Package (digital camera, GPS, thermometer, binoculars, tablet, safety equipment, and botanic collecting equipment)	\$95
Fisheries Equipment Package (waders, wetsuits, dip nets, seine nets, bubblers, buckets)	\$50
Water Quality Equipment (DO, pH, turbidity, refractometer, temperature)	\$55
Large Block Nets	\$100
Minnow Trap	\$85
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large Seine	\$10/\$50
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$0.50
Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (temperature, conductivity, turbidity, DO, pH) with GPS	\$150
Boat (20 ft. Boston Whaler or similar)	\$300
Boat (26 ft. Radon or similar)	\$550
Side Scan or Single Beam Sonar	\$700
Underwater and Marine Sampling Gear includes: UW Photo/Video Camera, SCUBA Equipment (tanks, BCD, regulators, wetsuits, etc.)	\$50/diver
Marine Field Package: (personal flotation devices (PFDs), 100 ft. reel tapes with stainless carabiners, Pelican floats, underwater slates, thermometer, refractometer, anemometer, various field guides)	\$50
L&H Dive Insurance	\$50/diver
Hazard Premium (In or Underwater ONLY per/hour)	\$1.25/hour
Level C Health and Safety	\$60/person

## Rincon Classifications

<b>Name</b>	<b>Role</b>	<b>Billing Rate Classification</b>
Kiernan Brtalik, MESM, CPSWQ, QSD/P	Project Manager and Primary Contact	Senior Professional I
Lindsay Ellingson	Assistant Project Manager	Environmental Scientist III
Torin Snyder, PG, CHG, CGP ToR, QSD/P, CPSS	Principal-In-Charge	Principal I



Ryan Thacher, PhD, PE	QA Manager	Director I
Caitlyn Teague, QSD/P, QISP	Water Resources Project Manager	Environmental Scientist IV
Menso de Jong	Stormwater & Water Quality Technical Staff	Environmental Scientist III
Jaime McClain	Stormwater & Water Quality Technical Staff	Marine Biologist III
Peter Doran	Stormwater & Water Quality Technical Staff	Environmental Scientist III
Michelle Carter	Stormwater & Water Quality Technical Staff	Environmental Scientist II
James Grunden	Stormwater & Water Quality Technical Staff	Marine Biologist II
Caleb Yakel	Stormwater & Water Quality Technical Staff	Environmental Scientist I
Jennifer Schwartz, PE, QSD	Spill Response Lead	Senior Environmental Engineer I
Will Salisbury, QSP, GIT	Spill Response Technical Staff	Environmental Scientist III
Ryan Stewart	Spill Response Technical Staff	Environmental Scientist III
Nico Navarro	Spill Response Technical Staff	Environmental Scientist I
Stephanie Stater	Spill Response Technical Staff	Environmental Scientist I
John Donoghue, GISP	Senior GIS Specialist Lead	Senior GIS Specialist
Marcus Klatt	GIS and Data Management Lead	Senior GIS Specialist

### Larry Walker Associates Fee Schedule and Classifications

Name	Title	Classification/Role	2021 Billing Rate (\$/hr)
Ashli Desai	President	Strategic Advisor	\$309
Chris Minton	Vice President	Strategic Advisor	\$283
Paul Hartman	Associate	Technical Lead	\$258
Will Lewis, CPESC, CPSWQ	Senior Scientist	Task Lead	\$232
Bryant Alvarado, EIT	Project Engineer II-A	Technical Staff	\$200
Adriel Leon	Project Scientist I-A	Technical Staff	\$170

*All rates shall include overhead costs including, but not limited to salaries, benefits, insurance, office expenses, mileage and courier service. If staff substitutions are necessary, or if staff is promoted, the original rates listed will still apply.*

On call consulting services shall be provided on a time and materials cost basis, and adhere to contractually agreed upon rates. Work will be conducted only upon authorization from the City of Malibu.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2022

1/26/2021

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 have ADDITIONAL INSURED provisions or 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 Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
	E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A: Crum & Forster Specialty Insurance Co	NAIC # 44520
INSURED 1462718 Rincon Consultants, Inc. 180 N. Ashwood Ave. Ventura CA 93003	INSURER B: Hartford Fire Insurance Company	19682
	INSURER C: Starstone National Insurance Company	25496
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES** RINCO01      **CERTIFICATE NUMBER:** 16059459      **REVISION NUMBER:** XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$50,000 <input checked="" type="checkbox"/> P&I GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	EPK-133853	2/1/2021	2/1/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	72UENOL5481	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	EFX-116867	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	T10210329	2/1/2021	2/1/2022	<input checked="" type="checkbox"/> PER STATUTE <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
A	Contractors Pollution Liab E&O Liab.-Claims Made	N	N	EPK-133853	2/1/2021	2/1/2023	Limit: \$3,000,000/\$4,000,000 Limit: \$3,000,000/\$4,000,000 Retro Date: 12/9/1994

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability: Carrier: HDI Specialty Insurance Company, Policy No. Renewal Policy #SCTRD2590380000, Policy Term: 2/1/2021-2/1/2022, Limit: \$5,000,000  
SIR: \$10,000.

**CERTIFICATE HOLDER**

**16059459**  
City of Malibu  
Planning Department  
23825 Stuart Ranch Road  
Malibu CA 902654861

**CANCELLATION** See Attachments

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

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The City of Malibu, its officers and employees are included as Additional Insured for General Liability with respect to work performed for them by the Named Insured as required by written contract, per Blanket Additional Insured endorsement EN0320-0211 & EN0147-1111. Liability Coverage is Primary and Non-Contributory, per endorsement EN0147-1111.

Policy Number: EPK-133853

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name of Additional Person(s) or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section III — Who Is An Insured** within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Policy Number: EPK-133853

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED  
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) or Organization(s)**

Blanket when specifically required in a written contract with the named insured.

- A. SECTION III — WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of "your work" for that person or organization performed by you, or by those acting on your behalf.
- B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
  2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of "your work" performed under a written contract with that person(s) or organization(s).
  3. The term "additional insured" is used separately and not collectively, but the inclusion of more than one "additional insured" shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**