Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.gov.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street
February 4, 2025
Closed Session - 4:30 PM
Regular Meeting - 6:00 PM

Zoom details to call-in for public comment during a meeting:

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 884 5055 5207
3. Passcode: 477757

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.GOV.

To find out how you may provide public comment, please refer to the instructions below or at **www.https://www.oxnard.org/city-meetings/**.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

   a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
   b. Submit an email to **cityclerk@oxnard.org** by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
   c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

   a. Follow Zoom details listed above.
   b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA
THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Housing Authority
CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS
At this time, a person may address the legislative body only on matters appearing on the closed session agenda. The presiding officer shall limit public comments to three minutes.

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))
Based on existing facts and circumstances, there is significant exposure to litigation against the City and Housing Authority in one potential case.
Legislative Body: City Council and Oxnard Housing Authority Board of Commissioners

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code section 54956.9(d)(1)).
Name of case: *Dean Basler v. City of Oxnard*
Ventura County Superior Court, Case No. 56-2019-00537598-CU-PA-VTA
Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)
Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Resolution Commending Clark Owens for Eight Years of Exemplary Service as a Senior Services Commissioner.

2. SUBJECT: Presentation of a Proclamation Designating the Month of February, 2025 as "Black History Month."

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA
A person may address the legislative body only on matters not appearing on the agenda and within the

subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

H. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

I. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

At this time, a person may address the legislative body only on matters appearing on the information/consent agenda. The presiding officer shall limit public comments to three minutes.

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Minutes of the Oxnard City Council and Oxnard Housing Authority.

RECOMMENDATION: That the City Council approve the regular meeting minutes of Oxnard City Council for January 7, 2025.

That the Housing Authority Board of Commissioners approve the regular meeting minutes of December 17, 2024.

Legislative Body: City Council and Housing Authority

Contact: Luly Lopez, (805) 385-7805

2. Housing Department

SUBJECT: Second Amendment to Agreement 9880-23-HO with EJP Consulting Group, LLC for HUD Choice Neighborhoods Planning Grant Consulting Services.

RECOMMENDATION: That the Housing Authority Board of Commissioners approve and authorize the Housing Director or designee to execute the Second Amendment to Agreement Number 9880-23-HO with EJP Consulting Group, LLC for the United States Department of Housing and Urban Development (HUD) Choice Neighborhoods Planning Grant Consulting Services to increase the not to exceed amount of the agreement from $74,713 to $758,674 and

extend the expiration date from September 1, 2024 to March 31, 2027.

(This item did not originate in Committee because it is a continuation of an item previously approved by City Council.)
Legislative Body: Housing Authority
Contact: Brenda Lopez, (805) 385-8092

3. Public Works Department
SUBJECT: Public Project Agreement 32500358 with At Your Service Construction & Energy, Inc., for Restroom Improvement Project - College Estates Park, Specification No. PW 23-28.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $458,160 in Project funds for the Restroom Improvement Project - College Estates Park, Specification No. PW 23-28;
2. The Mayor to Execute an Agreement with At Your Service Construction & Energy, Inc. in the amount of $381,800 and a Project contingency amount of $38,180 (10%) for a total not to exceed contract value of $419,980 for the Project; and
3. A Project allocation amount of $38,180 (10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department
SUBJECT: Trade Service Agreement 32500297 with County First Fire, LLC (dba County Fire Protection) for Fire Extinguisher Services, Specification No. PW 25-46.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with County First Fire, LLC (dba County Fire Protection) for a two-year term from February 5, 2025 to February 4, 2027, for a total contract amount not to exceed $200,000 for fire extinguisher services in various City facilities, vehicles, and equipment.

(As of the date of this City Council agenda being posted, there is not yet an outcome from the January 28, 2025 Public Works and Transportation Committee. Staff is available to answer any questions.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department
SUBJECT: Public Project Agreement 32500337 with Langkilde's Fire Protection Inc. for Maintenance, Inspections and On-Call Minor Repairs for Fire Suppression Systems, Specification No. PW 25-08R.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Langkilde's Fire Protection Inc. for a three-year term for a total contract amount not to exceed $700,000 for maintenance, inspections, and minor repairs to fire suppression systems at City-owned facilities.

(As of the date of this City Council agenda being posted, there is not yet an outcome from the January 28, 2025 Public Works and Transportation Committee. Staff is available to answer any questions.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department
SUBJECT: Lease and License Agreement A-8566 with Oxnard Drainage District #1.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Lease and License Agreement with Oxnard Drainage District No. 1 for an initial term of five years with additional five-year extension term provisions.

(As of the date of this City Council agenda being posted, there is not yet an outcome from the January 28, 2025 Public Works and Transportation Committee. Staff is available to answer any questions.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department
SUBJECT: Multiple Agreements for On-Call Professional Engineering Services for Water, Wastewater, and Recycled Water Systems.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from February 5, 2025, to February 4, 2026, with an option for four consecutive one-year period extensions ending February 4, 2030, for on-call professional engineering services for Water, Wastewater, and Recycled Water Systems:

1. Agreement 32500306 AECOM Technical Services, Inc. for a total amount not to exceed $1,000,000;
2. Agreement 32500307 Brown & Caldwell for a total amount not to exceed $1,000,000;
3. Agreement 32500308 Carollo Engineers, Inc. for a total not-to-exceed amount of $1,000,000;
4. Agreement 32500309 Dudek for a total amount not to exceed $1,000,000;
5. Agreement 32500310 GHD, Inc. for a total amount not to exceed $1,000,000;
6. Agreement 32500311 Kennedy Jenks Consultants, Inc., for a total amount not to exceed $1,000,000;
7. Agreement 32500326 Michael K. Nunley & Associates, Inc. DBA MKN for a total amount not to exceed $1,000,000;
8. Agreement 32500328 MNS Engineers, Inc. for a total amount not to exceed $1,000,000;
9. Agreement 32500312 Stantec Consulting Services, Inc. for a total amount not to exceed $1,000,000; and
10. Agreement 32500313 Woodard & Curran for a total amount not to exceed $1,000,000.

(As of the date of this City Council agenda being posted, there is not yet an outcome from the January 28, 2025 Public Works and Transportation Committee. Staff is available to answer any questions.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

8. Finance Department
SUBJECT: Monthly Investment Report as of December 31, 2024.

RECOMMENDATION: This is an information item for the City Council to receive and file.

(This item did not originate in Committee.)
Legislative Body: City Council
Contact: Javier Chagoyen-Lazaro, (805) 200-5400

L. ADJOURNMENT

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD COMMENDING CLARK OWENS FOR OVER EIGHT YEARS OF VOLUNTEER SERVICE TO THE CITY OF OXNARD

WHEREAS, Clark Owens has provided over eight years of outstanding volunteer service to the City of Oxnard as a member of the Senior Services Commission; and

WHEREAS, Clark Owens served two terms on the Senior Services Commission, which focuses on analyzing, defining and investigating issues and needs of Oxnard seniors, and recommends solutions for problems affecting them; and

WHEREAS, throughout his time on the CAG, Clark Owens worked on impactful projects including envisioning and supporting construction of a new state-of-the-art senior center, creating greater awareness of senior services within Oxnard and evaluating senior center programming as well as representing Oxnard seniors on the Ventura County Area Agency on Aging Advisory Council; and

WHEREAS, Clark Owens resides in the City of Oxnard and has developed countless positive relationships and partnerships with members of the community while volunteering in this position; and

NOW, THEREFORE, the City Council of the City of Oxnard resolves to commend, recognize, and extend its gratitude to Clark Owens for over eight years of dedicated volunteer service to the City of Oxnard. We extend our best wishes for continued success in all endeavors.

PASSED AND ADOPTED THIS ___th day of February 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis Mc Arthur, Mayor

ATTEST:

_____
Lourdes A. López, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

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CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1

DATE: February 4, 2025

TO: City Council and Housing Authority

FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org

SUBJECT: Minutes of the Oxnard City Council and Oxnard Housing Authority.

RECOMMENDATION

That the City Council approve the regular meeting minutes of Oxnard City Council for January 7, 2025.

That the Housing Authority Board of Commissioners approve the regular meeting minutes of December 17, 2024.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

1. City Council of January 7, 2025
2. Housing Authority minutes of December 17, 2024

AGENDA
OXNARD CITY COUNCIL
January 7, 2025

A. ROLL CALL, POSTING OF AGENDA

At 6:04 p.m., Mayor Luis Mc Arthur presided and called to order the regular meeting of the Oxnard City Council convened in the Council Chambers concurrently with the Community Development Commission Successor Agency. Councilmembers Gabriela Basua; Luis Mc Arthur; Bert E. Perello; Michaela Perez; Gabriela Rodriguez; Aaron Starr and Gabriel Teran were present. The City Clerk stated that the agenda was posted on Thursday, December 26, 2024 at the Library, City Hall kiosk, City Administrative Offices and on the website. Staff members present were: Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Michael Wolfe, Public Works Director; Anthony Miller, Special Districts Manager; Adam Smith, Project Manager; and Lourdes A. López, City Clerk.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States led by Monserrat Sánchez, followed by a moment of silence in honor of President Jimmy Carter, the incident in New Orleans and Albert Duff, Sr.

C. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating January 20, 2025 as "Dr. Martin Luther King, Jr. Day."
DISCUSSION: Mayor Mc Arthur read the proclamation and presented to Dr. Vincent Stewart and LaRita Montgomery with the Ventura County Martin Luther King, Jr. Committee, who thanked the Council and made some remarks.

2. SUBJECT: Presentation of a Proclamation Designating January 11, 2025 as "Soroptimist Stop Human Trafficking and Sexual Slavery Awareness Day."
DISCUSSION: Mayor Mc Arthur read the proclamation and presented to Debbie Golhke, who thanked the Council and invited the public to attend the upcoming event.

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Lang Martinez (homelessness); Ronald Arruejo (compensation for Planning Commissioners); Annabel Taylor (faith based non-profit); Alexis Schmidt (road issues); Doug Partello (landscape maintenance districts); Greg Runyon (unity among Council); Dan Pinedo (comment about the passing of Albert Duff, Sr. and rent control); Nathan Castillo (gathering for justice); Larry Barbarine (sunset of Measure O).

It was moved by Councilman Starr to suspend our rules to allow public speakers to continue, seconded by Councilmember Perello. VOTE: Councilmembers Basua, Mc Arthur, Perello, Perez, Rodriguez, Starr, and Teran voted in favor; motion passed 7-0.

Public comments were received regarding tenant landlord issues and rent control from: Maria Navarro;

Francisco Valera; Margarita Gomez; Ricardo Bautista; Jesus Vasquez; Maria E; Leonides; Maria Marcial; Candelaria Tlache; Nerida Rodriguez; Martha Polanco; Emigdia Reyes; Lorena Flores; Karla Godinez Lopez; Eva Rosete; Odette Moran and Julie Pena.

E. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager stated that he will hire an attorney to address the rent control issues raised and provided an update on Standard and Poor's recent credit rating improvement.

F. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS

The members of the Council provided brief announcements regarding their various activities.

Councilman Starr requested that a closed session item be scheduled regarding the landscape maintenance district audit.

Mayor Mc Arthur requested that the following items be placed on the future agenda:
1. Process when a complaint is filed - Cuesta Del Mar – what is our responsibility?
2. Establishing a Council committee for the Historic District;
3. Report on the landscape maintenance districts;
4. Status of non-functioning pole lights on Oxnard Boulevard (center median between Gonzales Road and Colonia Road);
5. List of vacant commercial buildings in the south end of Oxnard;
6. Look at the possibility of installing solar lights in parks to allow for sports practice and revisit the Ordinance that prohibits usage of parks when it gets dark
7. Gateway signs on Oxnard Boulevard regarding our historical district

RECESS

At 8:59 p.m., the City Council recessed and at 9:07 p.m., the City Council reconvened.

Councilwoman Perez requested that the following item be placed on the future agenda:
1. Letter to the District Attorney regarding the circumstances we heard tonight of their experiences (landlord issues).

G. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-1 through K-10 were discussed among the Council and staff. Item I-1 (minutes of the City Council of December 17th) and Item I-4 were removed from the agenda.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Manuel Herrera.

I. INFORMATION/CONSENT AGENDA

1. City Clerk Department
SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for December 3 and 17, 2024; and Minutes of the Special Oxnard City Council for December 11, 2024.
RECOMMENDATION: That the City Council approve the minutes.
**Minutes of the December 17, 2024 were removed from the agenda and will be rescheduled for the January 21, 2025 City Council meeting.*

3. Finance Department
SUBJECT: Monthly Investment Report as of November 30, 2024.
RECOMMENDATION: This is an information item for the City Council to receive and file.
(This item did not originate in a committee.)

4. Finance Department
SUBJECT: Update on the Financial Corrective Action Plan (FCAP) For Closing Past Audit Findings.
RECOMMENDATION: That the City Council receive and file the update on the Financial Corrective Action Plan (FCAP) for closing past audit findings.
(Finance and Governance Committee approved 3-0 on December 10, 2024)
**Item was removed from the agenda and will be rescheduled for the January 21, 2025 City Council meeting.*

5. Public Works Department
SUBJECT: Public Project Agreement 32500241 with Blackpointe Group Construction & Management Inc. for On-Call Fencing Minor Repair Services (Rebid #2), Specification No. SD 24-130R2.
RECOMMENDATION: That the City Council approve and authorize an agreement with Blackpointe Group Construction & Management Inc. (Agreement No. 32500241) for a total amount not to exceed $600,000 for a two-year term for on-call fencing minor repair services.

(Public Works and Transportation Committee approved 3-0 on November 26, 2024.)

6. Public Works Department
SUBJECT: P chase Order with Quinn for a Backhoe Loader fo Streets Maintena ce.
RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to approve a purchase order with Quinn for a not-to-exceed value of $204,678.35 for the purchase of a backhoe loader for Streets Maintenance.

(Public Works and Transportation Committee approved 3-0 on December 10, 2024.)

7. Public Works Department
SUBJECT: Annual Purchase Orders with Performance Nursery, Inc. for the Supply of Plant Material, Specification No. 25-12.
RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute Annual Purchase Orders with Performance Nursery, Inc. from December 18, 2024, through December 17, 2029, for a total not to exceed amount of $500,000 for the supply of plant material.

(Public Works and Transportation Committee approved 3-0 on December 10, 2024.)

8. Public Works Department
SUBJECT: Agreement with Downstream Services, Inc. for Stormwater Filter Replacement and Maintenance Services, Specification No. PW 24-90.
RECOMMENDATION: That the City Council approve and authorize an Agreement with Downstream Services, Inc. (Agreement No. 32500236) for a term of one year from January 22, 2025, to January 21, 2026, for a total contract amount not to exceed $1,250,000 for stormwater filter replacement and maintenance services.

(Public Works and Transportation Committee approved 3-0 on December 10, 2024.)

9. Public Works Department
SUBJECT: Trade Services Agreement with Commodity Trucking Acquisition LLC dba Tri-County Transportation for Backfill and Resurfacing Material Sales, Delivery and Haul Away Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Commodity Trucking Acquisition LLC dba Tri-County Transportation (Agreement No. 32500292) for an initial term of one year from January 8, 2025, through January 7, 2026, with the option to extend for four consecutive one-year periods ending January 7, 2030, for a total contract amount not to exceed $1,000,000 for backfill and resurfacing material sales, delivery and haul away services.

(Public Works and Transportation Committee approved 3-0 on December 10, 2024.)

10. Public Works Department
SUBJECT: Public Project Agreement 32500341 with Jaynes Brothers Construction, Inc. for the Wilson Park Playground Equipment Replacement Project (Rebid) Specification No. PW 20-53R.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $305,119.11 in Project funds for the Wilson Park Playground Equipment Replacement Project (Rebid) Specification No. PW 20-53R;
2. The Mayor to Execute an Agreement with Jaynes Brothers Construction, Inc. in the amount of $254,267.11 and a Project contingency amount of $25,426 (~10%) for a total not to exceed value of $279,693.11 for the Project; and
3. A Project allocation amount of $25,426 (~10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

11. Public Works Department
SUBJECT: Annual Purchase Orders with Iteris, Inc., for Traffic Signal Equipment for the Intelligent Transportation Systems (ITS) Traffic Signal Improvements Project.
RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with Iteris Inc., for a not-to-exceed amount of $500,000 for a term

of three years through January 7, 2028, to purchase traffic signal equipment for the Intelligent Transportation Systems (ITS) Traffic Signal Improvements Project (M2208).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

At 9:52 p.m., the Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

Consent Items I1 –K11
It was moved by Mayor Pro Teran, seconded by Councilwoman Rodriguez, with the removal of Item I-1 (minutes of the City Council meeting of December 17, 2024) and Item I-4 (Financial Corrective Action Plan), to be reschedule for the January 21, 2025 City Council meeting, and approved the recommended action as presented.
VOTE: Councilmembers Perello, Perez, Rodriguez, Starr, Teran, Basua, and Mc Arthur voted in favor; motion passed 7-0.

J. REPORTS

1. Public Works Department
SUBJECT: Intelligent Transportation System (ITS) Update. (20 minutes)
RECOMMENDATION: That the City Council receive a presentation on the Intelligent Transportation System.

(Public Works and Transportation Committee approved 3-0 on November 12, 2024.)

(Presentation will be live upon consultant's request.)
Michael Wolfe, Public Works Director introduce consultant Andrew Yi, P.E. with LSY Enterprise, Inc. who gave a brief overview of the Intelligent Transportation System.

ACTION: The report was received and filed, no formal action was required.

2. Public Works Department
SUBJECT: Resolution for AD 2000-1 Improvement Fund Account Closeout and Budget Appropriation. (10 minutes)
RECOMMENDATION: That the City Council:

1. Authorize a budget appropriation in the amount of $16,500 within Special Districts account Fund 500, Subfund 50503801, for the cost of administering the Improvement Fund closeout and completing a final arbitrage rebate yield calculation; and
2. Adopt **Resolution No. 15,844** declaring a surplus, ordering disposition of the surplus within the Improvement Fund of Assessment District 2000-1(Oxnard Boulevard/Highway 101 Interchange project) to call bonds ahead of schedule, and approving the Closeout Report.

(Finance and Governance Committee approved 3-0 on December 10, 2024.)

Michael Wolfe, Public Works Director and Anthony Miller, Special Districts Manager were available to answer questions.

Public comment was received from Greg Runyon. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Teran, seconded by Councilwoman Basua, to approve the recommended action. Councilman Starr made an amendment to the motion for option 1. The motion did not receive a second.

VOTE: Councilmembers Perello, Perez, Rodriguez, Starr, Teran, Basua, and Mc Arthur voted in favor; motion passed 7-0.

3. City Manager Department
SUBJECT: Consideration of Request by Councilman Starr to Eliminate the City Council Committee Structure
RECOMMENDATION: That the City Council:

1. Discuss the request by Councilman Starr to eliminate the City Council Committee structure; and
2. Determine if it wishes to direct staff to bring back an ordinance repealing Oxnard City Code Section 2-1.1 regarding the establishment of City Council Committees.

DISCUSSION: Councilman Starr presented a packet with information regarding his request and stated that Committees were established in 2018 with the expectation that they would facilitate public engagement and allow staff to present multiple options for Council Committee members to refine. However, public participation has been minimal, and committee meetings often only handle routine "receive and file" items. Despite efforts to create structure through bylaws in December 2019, these rules have become outdated. For example, the shift from five committees to three in January 2021 was not adequately reflected in updated bylaws or ordinances.

Discussion ensued among the Council regarding the Committee structure and stated that in some cases, feedback was given to staff and the item did not move forward (i.e. outsourcing Business License and Carnegie Art Museum proposal.)

Public comments were received from: Doug Partello, Grey Runyon, Dan Pinedo, Manuel Herrera and Barbara Macri-Ortiz.

It was moved by Councilwoman Perez, seconded by Councilmember Perello, directing staff not to bring back to Council an ordinance to repeal the committee structure (keep the committee system). Councilman Starr amended the motion to have City staff come back with a proposal to end the committee system. The motion did not receive a second.

VOTE: Councilmembers Teran, Basua, Mc Arthur, Perello, Perez, and Rodriguez voted in favor; motion passed 6-0-1 with Councilman Starr voting no.

Councilmembers requested that staff update the Committee bylaws.

4. City Manager Department
SUBJECT: City Council Committees

RECOMMENDATION: That the City Council:
1. That the Mayor propose the appointment of the membership for each of the three City Council Committees; and
2. That the City Council consider the approval of the proposed appointments to each of the three City Council Committees.

DISCUSSION: The Mayor stated that he reviewed Ordinance No. 2949 and Resolution No. 15,286 which states that the terms of a committee member is two years. Discussion ensued among the Council and staff.

Public comments were received from: Greg Runyon, Doug Partello, Manuel Herrera, and Ronald Arruejo.

It was moved by Mayor Mc Arthur, seconded by Councilmember Perello, to organize the committee meetings in the following orders: 1. *Finance & Governance Committee at 5:00 p.m.; 2. Public Works & Transportation Committee at 6:45 p.m.; and 3. Community Services, Public Safety, Housing & Development at 8:30 p.m.*

VOTE: Councilmembers Teran, Basua, Mc Arthur, Perello, Perez, Rodriguez, and Starr voted in favor; motion passed 7-0.

DISCUSSION: The Mayor made the following appointments and stated that he will be the Chair for all three Committees.

It was moved by Mayor Mc Arthur, seconded by Councilman Starr, to approve the following appointments:

Finance & Governance Committee: 5:00 – 6:30 p.m.
Chair Mc Arthur and members Rodriguez and Starr

Public Works & Transportation Committee: 6:45 – 8:15 p.m.
Chair Mc Arthur and members Basua and Teran

Community Services, Public Safety, Housing & Development: 8:30 – 10:00 p.m.
Chair Mc Arthur and members Perello and Perez

VOTE: Councilmembers Basua, Mc Arthur, Perello, Perez, Rodriguez, Starr, and Teran voted in favor; motion passed 7-0.

5. City Clerk Department
SUBJECT: Appointments of Councilmembers to Serve on Various Boards, Commissions, and Committees.
RECOMMENDATION: 1. That the Mayor, with approval of the City Council, appoint members and alternates from the City Council to the:
a) Association of Water Agencies for Ventura County (one primary and alternate);
b) Beach Erosion Authority for Control of Operation & Nourishment (BEACON) (one primary and alternate);
c) Clean Power Alliance Board of Directors (one primary and two alternates);*
d) Economic Development Collaborative - Ventura County (one primary);

e) Gold Coast Transit District (one primary and alternate);
f) Las Cortes Housing Development corporation (two primary);
g) Oxnard Convention & Visitors Bureau (one primary and alternate);
h) Regional Defense Partnership for the 21st Century (one primary and alternate);
i) Ventura Council of Governments (one primary and alternate);
j) Ventura County Animal Regulation Commission (one primary and alternate);
k) Ventura County Regional Energy Alliance (one primary and alternate);
l) Ventura County Transportation Commission (one primary)
m) Ventura Regional Sanitation District (one primary and alternate);

*Alternate may be a staff member

2. That the City Council, as a whole, appoint two Councilmembers to the Oxnard Airport Authority and one Councilmember as an alternate.

Mayor Mc Arthur open the floor for nominations to the various Board and Commissions and made the following appointments:

a) Association of Water Agencies for Ventura County (one primary and alternate); *member Councilwoman Basua; and alternate member Councilman Starr*
b) Beach Erosion Authority for Control of Operation & Nourishment (BEACON) (one primary and alternate); *member Mayor Pro Tem Teran and alternate Councilwoman Perez*
c) Big Independent Cities Excess Pool Joint Powers Authority (one primary); *member Councilmember Perello*
d) Clean Power Alliance Board of Directors (one primary and two alternates);* *member Councilmember Perello and alternate members: Mayor Pro Tem Teran and Kathleen Mallory*
e) Economic Development Collaborative - Ventura County (one primary); *Mayor Mc Arthur*
f) Gold Coast Transit District (one primary and alternate); *Councilwoman Rodriguez and alternate Mayor Mc Arthur*
g) Las Cortes Housing Development corporation (two primary); *members Councilwoman Basua and Councilmember Perello*
h) Oxnard Convention & Visitors Bureau (one primary and alternate); *Mayor Pro Tem Teran and alternate member Mayor Mc Arthur*
i) Regional Defense Partnership for the 21st Century (one primary and alternate); *member Councilwoman Basua and alternate member Councilwoman Rodriguez*
j) Ventura Council of Governments (one primary and alternate); *member Councilmember Perello and alternate member Starr*
k) Ventura County Air Pollution Control District – ***appointed Councilwoman Perez and later found out that the City Selection Committee makes this appointment***
l) Ventura County Animal Regulation Commission (one primary and alternate); *member Councilwoman Rodriguez and alternate member Councilwoman Perez*
m) Ventura County Regional Energy Alliance (one primary and alternate); *member Councilwoman Basua and alternate member Councilwoman Rodriguez*
n) Ventura County Transportation Commission (one primary) *member Mayor Mc Arthur*
o) Ventura Regional Sanitation District (one primary and alternate); *member Perello and alternate member Councilwoman Basua*

It was moved by Councilwoman Basua, seconded by Mayor Pro Tem Teran, to approve the recommended action as presented.

VOTE: Councilmembers Starr, Teran, Basua, Mc Arthur, Perello, Perez, and Rodriguez voted in favor; motion passed 7-0

2. That the City Council, as a whole, appoint two Councilmembers to the Oxnard Airport Authority and one Councilmember as an alternate.

Appointed Mayor Pro Tem Teran and Councilmember Perello as the members and Councilwoman Rodriguez as the alternate member to the Oxnard Airport Authority.

It was moved by Mayor Mc Arthur, seconded by Councilwoman Rodriguez, to approve the recommended action as presented.

VOTE: Councilmembers Teran, Basua, Mc Arthur, Perello, Perez, Rodriguez and Starr voted in favor; motion passed 7-0

K. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 2:11 a.m.

LOURDES A. LÓPEZ City Clerk	LUIS MC ARTHUR Mayor

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
December 17, 2024

A. ROLL CALL, POSTING OF AGENDA

At 6:11 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council. Commissioners Gabriela Basua, Luis Mc Arthur, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr, Gabriel Teran and Jose Andrade were present. The Secretary Designate stated that the agenda was posted on Thursday, December 5, 2024 in the City Hall kiosk, City of Oxnard website and City Administrative Offices (Clerk's Office). Chairperson Luis Mc Arthur presided and called the meeting to order. Staff members present were Alexander Nguyen, Executive Secretary; Stephen Fischer, General Counsel; Ashley Golden, Assistant Executive Secretary; Emilio Ramirez, Housing Director; and Lourdes A. López, Secretary Designate.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

Vice Chair Teran led the pledge of allegiance followed by a moment of silence.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

F. REPORT OF THE EXECUTIVE SECRETARY

G. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTS

H. REVIEW OF INFORMATION/CONSENT AGENDA

Housing Director Ramirez was available to answer the Commissioners questions. No public comments were received. Discussion ensued among the Commissioners and staff. Commissioner Basua stated that she is recusing herself because of the potential conflict of interest regarding the future use of vendor in her employment capacity.

J. INFORMATION/CONSENT AGENDA

Housing Department

4. SUBJECT: United States Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) Application.
RECOMMENATION: That the Board of Commissioners adopt a resolution authorizing the Executive Director to submit a HUD Rental Assistance Demonstration (RAD) Program Application to convert public housing subsidies to project-based Section 8 assistance under the RAD program and any companion HUD disposition programs, including executing all required application documents and supporting documents for the submission of the RAD application.

(This item did not originate in Committee.)

It was moved by Commissioner Perello, seconded by Commissioner Perez, to approve the recommended action as presented.

VOTE: Commissioners Andrade, Mc Arthur, Perello, Perez, Rodriguez, Starr and Teran voted in favor; motion passed 7-0-1 with Councilwoman Basua recusing herself because of the potential conflict of interest regarding the future use of vendor in her employment capacity.

K. REPORTS

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Chairperson Mc Arthur adjourned the meeting at 8:08 p.m.

LOURDES A. LÓPEZ
Secretary Designate

LUIS MC ARTHUR
Chairperson

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2

DATE: February 4, 2025

TO: Housing Authority

FROM: Brenda Lopez, Interim Housing Director, (805) 385-8092, brenda.lopez@oxnard.org

SUBJECT: Second Amendment to Agreement 9880-23-HO with EJP Consulting Group, LLC for HUD Choice Neighborhoods Planning Grant Consulting Services.

RECOMMENDATION

That the Housing Authority Board of Commissioners approve and authorize the Housing Director or designee to execute the Second Amendment to Agreement Number 9880-23-HO with EJP Consulting Group, LLC for the United States Department of Housing and Urban Development (HUD) Choice Neighborhoods Planning Grant Consulting Services to increase the not to exceed amount of the agreement from $74,713 to $758,674 and extend the expiration date from September 1, 2024 to March 31, 2027.

(This item did not originate in Committee because it is a continuation of an item previously approved by City Council.)

BACKGROUND

The Choice Neighborhoods program leverages significant public and private dollars to support locally driven strategies that address struggling neighborhoods with distressed public housing through a comprehensive approach to neighborhood transformation. Local leaders, residents, and stakeholders, such as public housing authorities, cities, schools, police, business owners, nonprofits, and private developers, come together to create and implement a plan that revitalizes distressed public housing and addresses the challenges in the surrounding neighborhood. The program helps transform neighborhoods by revitalizing severely distressed public housing and catalyzing critical improvements in the neighborhood, including vacant property, housing, businesses, services and schools. The program offers two distinct funding opportunities: the Choice Neighborhoods Planning Grant and the Choice Neighborhoods Implementation Grant.

The Choice Neighborhoods Planning Grant program supports the development of a comprehensive Neighborhood Transformation Plan (NTP), which focuses on directing resources to address the program's core goals of housing, people and neighborhoods. The NTP will become the guiding document for the revitalization of the public housing, while simultaneously directing the transformation of the surrounding neighborhood. Planning grant funding can be used to conduct studies, support outreach, identify best practices and prepare the Neighborhood Transformation Plan. Annually, HUD makes $10 million dollars available for Choice Neighborhood Planning Grants, with a maximum grant award of $500,000.

The Choice Neighborhoods Implementation Grant program supports those communities that have undergone a comprehensive local planning process and are ready to implement their NTP. Implementation grant funds can be used to construct affordable housing, acquire sites for redevelopment, provide supportive services, partner with employers and non-profit organizations to create jobs and job training programs and support activities that create sustainable communities.

Annually, HUD makes $256 million dollars available for Choice Neighborhood Implementation Grants, with a maximum grant award of $50 million.

To prepare for a Choice Neighborhood Planning Grant submission, staff issued a Request for Proposals (RFP) in July of 2023, requesting consulting and grant writing services. The RFP specifically requested cost proposals for three distinct phases of work: 1) Phase 1: conduct a feasibility analysis to determine the neighborhood that would be most competitive for a Choice Neighborhoods Planning Grant, 2) Phase 2: prepare and submit a Choice Neighborhoods Planning Grant application and 3) Phase 3: if awarded a Choice Neighborhoods Planning Grant, prepare the required NTP. Staff received two proposals, one from COLLABO, LLC and the other from EJP, LLC (EJP). EJP was selected based on their vast experience in planning and redevelopment of public housing, robust staff and comprehensive proposal. EJP is a full-service consulting firm, that are nationally recognized experts in the Choice Neighborhoods Program.

On February 1, 2024, the Oxnard Housing Authority entered into Agreement 9880-23 HO (agreement) with EJP to conduct Phase 1 of the RFP in an amount not to exceed $24,740 (Attachment 1). In March of 2024, EJP met with Housing staff, toured the La Colonia and South Oxnard public housing sites, and assessed the area's competitiveness for a Choice Neighborhoods Planning Grant. Based on their evaluation, EJP recommended submitting a Planning Grant application for La Colonia and four surrounding Central Oxnard neighborhoods (Fremont South, Wilson, Hobson Park East, and Five Points Northeast). A map of the planning area is attached (Attachment 2). This accomplished the Phase 1 scope of work identified in the agreement.

On March 27, 2024, staff executed amendment 1 to the agreement to incorporate Phase 2 of the City's RFP into the scope of work (Attachment 3). This increased the not to exceed contracted amount from $24,740 to $49,973, extended the term from March 31, 2024 to September 11, 2024.

On May 21, 2024, the City Council and the Board of Commissioners of the Housing Authority approved a partnership between the City of Oxnard and the Housing Authority to apply for the FY 24 Choice Neighborhoods Planning Grants Notice of Funding Opportunity (NOFO), with the Housing Authority serving as the lead applicant. The City Council and the Board of Commissioners also authorized the use of $250,000 in CDBG funds and $250,000 in Housing Authority Central Funds as matching funds for the Choice Neighborhood Planning Grant. The application was successfully submitted on June 6, 2024. This accomplished the Phase 2 scope of work as identified in the agreement.

On September 9, 2024, staff received notification from HUD that the City of Oxnard and the Housing Authority were awarded a Choice Neighborhoods Planning Grant in the amount of $500,000. A copy of the award letter is attached. (Attachment 4).

On October 1, 2024, the City Council and the Board of Commissioners authorized the City Manager and the Housing Authority Executive Director to execute the Choice Neighborhoods Planning Grant Agreement in the amount of $500,000. A copy of the HUD Grant Agreement is attached to this staff report. Additionally, the City Council authorized an appropriation of $250,000 from the General Fund to provide the remaining matching funds necessary to complete the NTP, which is estimated to cost $1,250,000.

DISCUSSION

EJP has successfully completed Phases 1 and 2 as identified in the City's RFP. Now that the City and Housing Authority have been awarded the Choice Neighborhoods Planning Grant, staff will need to utilize the services described under Phase 3 of the RFP to complete the NTP.

Phase 3 requires EJP to facilitate all of the required elements of the NTP. This includes a comprehensive evaluation of the neighborhood, facilitation of the planning process, development of plans and the identification of creative financing and implementation approaches. The cost of this additional scope of work is $683,961 and will require increasing the not to exceed amount of the agreement from $74,713 to $758,674 and extending expiration date from September 1, 2024 to March 31, 2027. The increased cost will be paid with the Choice Neighborhood Planning Grant and matching funds already anticipated and approved for this project.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

No additional appropriations or funding is required for the requested action. The increased costs under the proposed Second Amendment totaling $683,961 will be funded as follows: $400,000 from the HUD Choice Neighborhoods Planning Grant received by the Housing Authority, $250,000 from the City's General Fund (101) and $33,961 in matching funds provided under the Housing Authority Central Fund. On October 1, 2024, the City Council approved the appropriation of $250,000 from the City's General Fund (101) available fund balance, and transfer of this amount to the Housing Authority.

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of an item previously approved by City Council.

Prepared by: Brenda Lopez, Interim Housing Director

ATTACHMENTS

1. Agreement 9880-23 HO
2. Planning Area Map
3. First Amendment to Agreement No. 9880-23-HO
4. Award Letter
5. Second Amendment to Agreement No. 9880-23-HO

Agreement No. 9880-23-HO

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 1st day of February, 2024, by and between the City of Oxnard Housing Authority, (hereinafter "the Authority"), and EJP Consulting Group, LLC (hereinafter "the Consultant").

WHEREAS, Authority desires to hire Consultant to perform certain professional services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, Authority and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish Authority with the professional services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the **"Services"**).

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar professional services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the Authority.

5. Coordination of Services

The Services are to be coordinated with the Housing Assistant Director, subject to the direction of the Housing Director (**"Director"**).

6. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the Authority, and the cost thereof shall be paid by Consultant.

7. Time for Performance

The Services shall be completed within the term of this Agreement as specified in Section 11 below. Authority agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of Authority and Consultant promptly notifies Director of such delays.

8. Principal in Charge

Consultant hereby designates Rhae Parkes as its principal-in-charge and person responsible for necessary coordination with Director.

9. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City of Oxnard business tax certificate.

10. Authority's Responsibility

Authority shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Director agrees to provide direction to Consultant as requested regarding particular project requirements.

11. Term of Agreement

This Agreement shall begin on February 1 1, 2024, and expire on March 31, 2024. Authority may exercise its option to extend the term of this Agreement with one-year renewal options up to a maximum of five years.

12. Termination

This Agreement may be terminated without cause by Authority if Director notifies Consultant, in writing, of Director's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. Authority agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on Authority's behalf, whether for the employment of third parties or otherwise.

This Agreement may be terminated without cause by Consultant if Consultant notifies Director, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

13. Compensation

Authority agrees to pay Consultant in an amount not to exceed **$24,740** for Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein.

The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of Authority from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

Consultant agrees that payment by Authority shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by Authority for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

Consultant shall provide Director with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

If any sales tax is due for the Services performed by Consultant or materials or products provided to Authority by Consultant, Consultant shall pay the sales tax. Authority shall not reimburse Consultant for sales taxes paid by Consultant.

14. Method of Payment

Authority agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Director. The invoice shall identify the Services by project as specified by Director and as outlined in Exhibit A and B.

Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services

15. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, Authority shall not be responsible for expenses incurred by Consultant in performing the Services under this Agreement. All expenses incident to the performance of the Services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment

and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

16. Department of Housing and Urban Development (HUD) Requirements

In executing this Agreement, Consultant agrees to abide by the provisions contained within all applicable Federal laws, Executive Orders, OMB Circulars, specifically OMB Circular A-110, any assurances and certifications in the final HUD approved Resident Opportunities and Self-Sufficiency Program Grant Application that Authority submitted, the Code of Federal Regulations (CFR) 2 CFR Part 200, as amended from time to time.

17. Non-Appropriation of Funds

Payments to be made to Consultant by Authority for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of Authority. In the event Authority does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which Authority appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services (**"documents and materials"**) shall be the property of Authority and shall, upon completion of the Services or termination of this Agreement, be delivered to Director.

At Authority's request, Authority shall be entitled to immediate possession of, and Consultant shall furnish to Director within ten (10) days, all of the documents and materials. Consultant may retain copies of these documents and materials.

Any substantive modification of the documents and materials by Authority staff or any use of the completed documents and materials for other Authority projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at Authority's sole risk and without liability or legal exposure to Consultant. Authority agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that Authority or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that Authority is receiving all the Services to which Authority is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by Authority. Consultant agrees to maintain all such records in Authority or to promptly reimburse Authority for all reasonable costs incurred in conducting the audit at a location other than in Authority, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall only be made available to third parties by Consultant when necessary for Consultant to perform its duties and obligations under this Agreement. Otherwise, any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Director.

21. Indemnity

To the fullest extent permitted by law and subject to the limitation of liability stated below, EJP will defend, indemnify and hold Agency and its affiliates, members, officers, directors, managers, agents, and employees (collectively, "Agency Indemnitees") harmless from and against any liability, claim, damage, suit, or expense (including reasonable attorney fees) that may be incurred by Agency Indemnitees as a result of: (a) EJP or its subconsultant's infringement of a patent, copyright, trademark, or other intellectual property right; (b) losses caused by EJP or its subconsultant's negligence, omissions or willful misconduct; (c) EJP or its subconsultant's fraudulent or criminal conduct as well as other unlawful misconduct or noncompliance with applicable laws or regulations, including without limitation, any labor and employment laws; (d) EJP or its subconsultant's willful noncompliance with applicable cost accounting standards; and (e) EJP's breach of this Contract, or any representation or warranty contained in this Contract.

To the fullest extent permitted by law and subject to the limitation of liability stated below, Agency will defend, indemnify and hold EJP and its members, managers, agents, and employees harmless against any liability, claim, damage, suit, or expense (including reasonable attorney fees) claimed against EJP as a result of: (a) Agency's infringement of a patent, copyright, trademark, or other intellectual property right; (b) losses caused by Agency's negligence, omission or willful misconduct; (c) Agency's fraudulent or criminal conduct as well as other unlawful misconduct or noncompliance with applicable laws or regulations, including without limitation, any labor and employment laws; (d) Agency's willful noncompliance with applicable cost accounting standards; and (e) Agency's breach of this Contract, or any representation or warranty contained in this Contract.

22. Insurance

Consultant shall obtain and maintain during the performance of the Services under this Agreement the insurance coverages as specified in **Exhibit INS-1**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-1**. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-1**.

Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

Authority and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of Authority. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

Consultant shall be solely responsible for, and shall save Authority harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from Authority any of the benefits or rights afforded employees of Authority, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Director may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of Authority in any capacity, as agents or otherwise, or to bind Authority to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for Authority that would otherwise be performed by a Authority employee holding a position specified in Authority's conflict of interest code, Consultant shall be subject to Authority's conflict of interest code, the requirements of which include the filing of one or more statements

of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Director, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and Authority agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and Authority.

28. Fair Employment Practices

Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and Authority.

Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

Consultant shall provide Authority staff with access to and, upon request by Director, provide copies to Director of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and Authority agree that neither Authority nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of

war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and Authority agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and Authority agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

Authority and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of Authority and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all Authority, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

Authority and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

Authority and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or Authority shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either Authority or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

Authority and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and Authority agree that in the event of any dispute with regard to the

provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and Authority agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the Authority's General Counsel) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

Authority acknowledges that the person executing this Agreement has been duly authorized by its legislative body to do so on behalf of Authority.

Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

Any notices to Consultant may be delivered personally or by mail addressed to EJP Consulting Group, LLC, PO Box 56434, Washington, DC 20040 Attention: Rhae Parkes, President.

Any notices to Authority may be delivered personally or by mail addressed to Oxnard Housing Authority, 435 South "D" Street, 2nd Floor, Oxnard, California 93030, Attention: Rhonda Hodge

41. Amendment

Authority and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the Authority representative authorized to do so under the Authority's purchasing policies and Consultant.

42. Entire Agreement

Authority and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

The parties agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

OXNARD HOUSING AUTHORITY

Emilio Ramirez,
Housing Director

EJP CONSULTING GROUP, LLC

Rhae Parkes,
President

APPROVED AS TO FORM

Stephen M. Fischer, Housing General Counsel

APPROVED AS TO INSURANCE

Rhonda Hodge, Housing Finance Manager

EXHIBIT A

SCOPE AND SCHEDULE OF SERVICES

Pre-Application and Feasibility Assessment	
	Cost

Convene a kick-off meeting and two-day strategy session (in-person) with key City of Oxnard and Oxnard Housing Authority (OHA) staff to accomplish the following:
 	
• Review Choice Neighborhoods requirements;
• Assess the two proposed neighborhoods, La Colonia and South Oxnard, to determine which would be the most competitive;
• Review and catalog current, and planned investment activity, and key assets and challenges in the proposed neighborhoods;
• Ensure that all threshold requirements for a Choice Neighborhoods Planning Application can be met;
• Layout a framework for the planning process;
• Discuss and confirm the roles of the City and the Public Housing Authority;
• Identify planning partners, including candidates for the Steering Committee; and
• Walkthrough the most recent Notice of Funding Opportunity (NOFO) scoring criteria to determine a preliminary score
 	
During the site visit activities will also include:
 	
• Tour of the two proposed neighborhoods, La Colonia and South Oxnard. The tours should include access to unit interiors to take necessary photographs to document existing conditions, challenges, assets and context.
• Meetings with key partners to encourage their participation in the planning process. This partner list may include elected officials, city department heads (e.g. Public Works, Planning, Park and Recreation, etc.), Oxnard Housing Authority, leadership, educational institutions, non-profit organizations, service providers, churches, etc.
• Strategic work session with City of Oxnard and Oxnard Housing Authority on application content such as:
  ○ Identify critical partnerships for educational assets, economic development opportunities, community facilities, etc.;
  ○ Planning structure for the planning effort including establishing various Task Forces, Committees, Advisory group, etc. and leads for each;
  ○ The resident and community engagement process and methods for this engagement;
  ○ Process for undertaking a community needs assessment;
  ○ Discuss how a resident survey and other data collection effort will be administered;
  ○ Discuss types of capacity building and communication strategies to enable the community to engage in such a broad base-based, transformative planning process-based on previous similar efforts;
  ○ Identification of specific staffing and consultant needs;
	$24,740

○ Finalize mapping and data needs for the application; ○ Detailed budget for the planning activities and sources of funding for each activity; ○ Schedule for all planning activities and development of Transformation Pl ○ Process for identification of Early Action Activities to be accomplished during the planning process to build early neighborhood confidence about the promise of change; and ○ Confirmation of leverage sources to maximize points on this rating factor. Feasibility Assessment will be completed by the end of March 2024. If upon the completion of the site visit, the City of Oxnard, Oxnard Housing Authority, and its partners decide that pursuing a Choice Neighborhoods Planning Grant is a viable endeavor, EJP will proceed with the preparation and submission of a Choice Planning Grant application for the selected neighborhood.	

EXHIBIT B
RATES AND COSTS

Pre-Application and Feasibility Assessment Fee - $24,740

Both parties have agreed to a firm fixed fee, inclusive if all costs (professional labor, travel productions, survey software and other direct costs).

EJP will bill the City of Oxnard based on a percent complete basis, accompanied by a written progress report. EJP will bill monthly based on percentage completion, submitting invoices at the end of each month. Payment are due net of 30 days from date of invoice. Payments not received in full within 30 days following the date of invoice will incur finance charges at the rate of 1% per month on the amount outstanding until actual receipt of payment by EJP.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/10/2024

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
Brown & Brown of Washington, Inc.
701 Fifth Ave Ste 550
Seattle WA 98104

CONTACT NAME: Nanci Gonzalez
PHONE (A/C, No, Ext): (206) 956-1600 FAX (A/C, No): (206) 956-9600
E-MAIL ADDRESS: Nanci.Gonzalez@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Valley Forge Insurance Company	20508
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
EJP CONSULTING GROUP, LLC
PO BOX 56434
WASHINGTON DC 20040

COVERAGES **CERTIFICATE NUMBER:** 24 All Coverages **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			2099907299	02/15/2024	02/15/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			2099907299	02/15/2024	02/15/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			6013978235	02/15/2024	02/15/2025	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		2099907318	02/15/2024	02/15/2025	[X] PER STATUTE [ ] OTH-ER	DC MD MA PA TN
							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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City of Oxnard Housing Authority
435 South D Street
Oxnard CA 93030

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

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Brown & Brown of Washington, Inc.		EJP CONSULTING GROUP, LLC
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Workders Compensation applies to: DC MD MA PA TN TX

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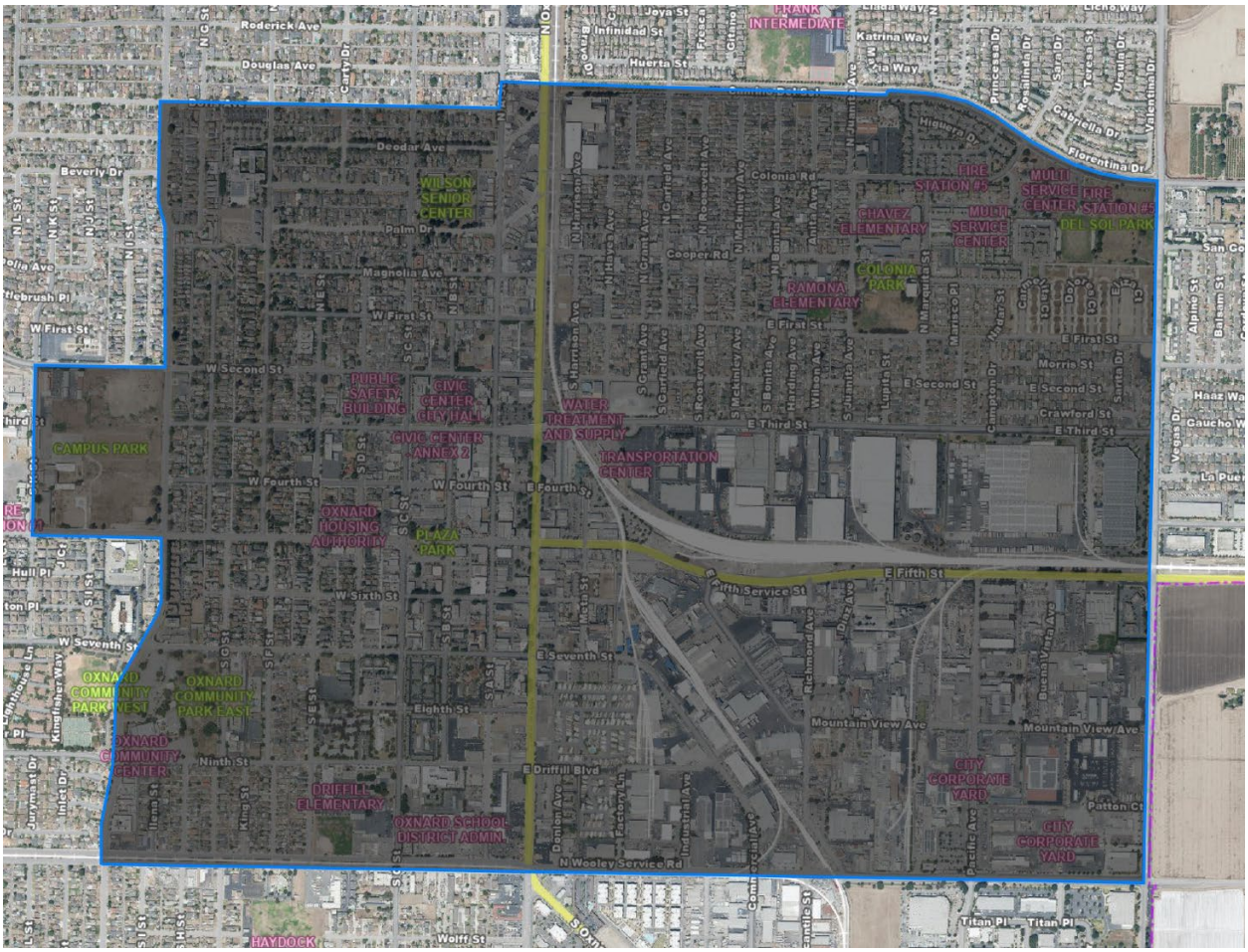
Choice Neighborhoods Planning Area Map



FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("First Amendment") to the professional services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 27th day of March, 2024, by and between the City of Oxnard Housing Authority, ("Authority"), and EJP Consulting Group, LLC ("Consultant"). This First Amendment amends the Agreement entered into on February 1, 2024, by Authority and Consultant.

Authority and Consultant agree as follows:

1. The date in Section 11 of the Agreement is hereby amended to "September 1, 2024."

2. The reference to the Exhibit A, and Exhibit B everywhere it is listed in the Agreement is hereby amended to add also the Exhibit A as of March 27, 2024, and Exhibit B as of March 27, 2024. The Exhibit A as of March 27, 2024, and Exhibit B as of March 27, 2024 is attached hereto and incorporated herein by this reference.

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

The parties agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code 1633.7.

OXNARD HOUSING AUTHORITY

Emilio Ramirez,
Housing Director

17 APR 2024
Date

EJP CONSULTING GROUP, LLC

Rhae ~~Parks,~~ PARKES
President

4/11/24
Date

APPROVED AS TO FORM:

Stephen M. Fischer,
Housing General Counsel

4/5/24
Date

APPROVED AS TO INSURANCE:

Rhonda Hodge,
Housing Finance Manager

4/9/24
Date

EXHIBIT A AS OF MARCH 27, 2024

SCOPE AND SCHEDULE OF SERVICES

Phase I - Pre-Application and Feasibility Assessment	
	Cost

Convene a kick-off meeting and two-day strategy session (in-person) with key City of Oxnard and Oxnard Housing Authority (OHA) staff to accomplish the following:
 	
• Review Choice Neighborhoods requirements;
• Assess the two proposed neighborhoods, La Colonia and South Oxnard, to determine which would be the most competitive;
• Review and catalog current, and planned investment activity, and key assets and challenges in the proposed neighborhoods;
• Ensure that all threshold requirements for a Choice Neighborhoods Planning Application can be met;
• Layout a framework for the planning process;
• Discuss and confirm the roles of the City and the Public Housing Authority;
• Identify planning partners, including candidates for the Steering Committee; and
• Walkthrough the most recent Notice of Funding Opportunity (NOFO) scoring criteria to determine a preliminary score
 	
During the site visit activities will also include:
 	
• Tour of the two proposed neighborhoods, La Colonia and South Oxnard. The tours should include access to unit interiors to take necessary photographs to document existing conditions, challenges, assets and context.
• Meetings with key partners to encourage their participation in the planning process. This partner list may include elected officials, city department heads (e.g. Public Works, Planning, Park and Recreation, etc.), Oxnard Housing Authority, leadership, educational institutions, non-profit organizations, service providers, churches, etc.
• Strategic work session with City of Oxnard and Oxnard Housing Authority on application content such as:
 	
  ○ Identify critical partnerships for educational assets, economic development opportunities, community facilities, etc.;
  ○ Planning structure for the planning effort including establishing various Task Forces, Committees, Advisory group, etc. and leads for each;
  ○ The resident and community engagement process and methods for this engagement;
  ○ Process for undertaking a community needs assessment;
  ○ Discuss how a resident survey and other data collection effort will be administered;
	$24,740

○ Discuss types of capacity building and communication strategies to enable the community to engage in such a broad base-based, transformative planning process-based on previous similar efforts; ○ Identification of specific staffing and consultant needs; ○ Finalize mapping and data needs for the application; ○ Detailed budget for the planning activities and sources of funding for each activity; ○ Schedule for all planning activities and development of Transformation Plan Process for identification of Early Action Activities to be accomplished during the planning process to build early neighborhood confidence about the promise of change; and ○ Confirmation of leverage sources to maximize points on this rating factor. Feasibility Assessment will be completed by the end of March 2024. If upon the completion of the site visit, the City of Oxnard, Oxnard Housing Authority, and its partners decide that pursuing a Choice Neighborhoods Planning Grant is a viable endeavor, EJP will proceed with the preparation and submission of a Choice Planning Grant application for the selected neighborhood.	

Phase II – Choice Neighborhoods Planning Grant Application	
	Cost
EJP will prepare a Choice Planning Grant Application Matrix that will serve as a detailed work plan for this task. In partnership with the City of Oxnard and OHA, EJP will review the matrix, identify information needed for each section of the application by the internal team and submission of the application via grants.gov. The Choice application will focus on the following: ○ Need for revitalization: for the neighborhood, this will include both HUD data calculations regarding neighborhood property level, vacancy rates, etc. the applicant will's information regarding crime statistics and brownfields cleanup. For housing, it will include identifying structural/environmental and design deficiencies. ○ The applicant's vision and planning process for establishing a viable community: thus, will include a detailed planning process that encompasses both residential and non-residential components, key partnerships for the development of human capital, economic development, transportation connections, parks and recreation, etc. ○ Application team's capacity to carry out a comprehensive planning process: this will focus on the planning experience of the lead application and Co-Applicant (if any), to lead a comprehensive neighborhood planning process should a Choice Neighborhood planning grant be awarded.	$49,973

EJP will be responsible for drafting all exhibits and selected attachments (based on information and data provided by the City of Oxnard, OHA, and other partners) and ensuring their compliance with the NOFO). To coordinate and ensure all components of the application proceed forward on a timely basis, EJP will facilitate weekly team calls among City of Oxnard, OHA, and other necessary parties. These calls are also an opportunity for the team to check-in and discuss any changes, issues, or challenges that may impact the application. It is EJP's standard goal to have the entire Choice Planning Grant application ready for upload to grant.gov at least two days prior to the due date. EJP assumes that the Lead Applicant will upload the final application using it's grants.gov account.	

EXHIBIT B AS OF MARCH 27, 2024

RATES AND COSTS

Phase I - Pre-Application and Feasibility Assessment Fee - $24,740

Phase II – Choice Neighborhoods Planning Grant Application Fee - $49,973

Both parties have agreed to a firm fixed fee, inclusive if all costs (professional labor, travel productions, survey software and other direct costs).

EJP will bill the City of Oxnard based on a percent complete basis, accompanied by a written progress report. EJP will bill monthly based on percentage completion, submitting invoices at the end of each month. Payment are due net of 30 days from date of invoice. Payments not received in full within 30 days following the date of invoice will incur finance charges at the rate of 1% per month on the amount outstanding until actual receipt of payment by EJP.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

ASSISTANT SECRETARY FOR
PUBLIC AND INDIAN HOUSING

September 6, 2024

Mr. Emilio Ramirez
Executive Director
Oxnard Housing Authority
435 South D St.
Oxnard, CA 93030-5918

Mr. Alexander Nguyen
City Manager
City of Oxnard
300 West 3rd St.
Oxnard, CA 93030-5918

Dear Mr. Ramirez and Mr. Nguyen:

Congratulations! We are pleased to inform you that Oxnard Housing and Authority and the City of Oxnard have been selected to receive a Fiscal Year (FY) 2024 Choice Neighborhoods Planning Grant in the amount of $500,000 to support the development of a comprehensive neighborhood Transformation Plan for the La Colonia and Central Oxnard neighborhood. The Department looks forward to working with you to accomplish the goals of this grant.

HUD received 42 applications for the FY 2024 Choice Neighborhoods Planning Grants competition from across the nation and awarded 13 grants totaling $6,500,000. We commend you for your efforts to develop a viable, feasible approach to plan for neighborhood transformation. For your information, enclosed are the scores for each rating factor in your application.

As you know, Planning Grants will enable communities to create a rigorously-developed plan and build the support necessary for neighborhood transformation to be successful. The implementation of a Choice Neighborhoods Planning Grant is a great responsibility. Accordingly, it will be essential for you to work closely with HUD officials to ensure that the Transformation Plan is developed in a timely and efficient manner. You will soon receive a letter that will provide you with detailed information about your grant.

Again, please accept our sincere congratulations. We wish you every success.

Sincerely,

Richard J. Monocchio
Principal Deputy Assistant Secretary
for Public and Indian Housing

Enclosure

Assistance Award/Amendment

U.S. Department of Housing and Urban Development
Office of Administration

1. Assistance Instrument ☐ Cooperative Agreement ☒ Grant	2. Type of Action ☒ Award ☐ Amendment
3. Instrument Number CA9D031CNP124 / 4. Amendment Number	5. Effective Date of this Action / 6. Control Number
7. Name and Address of Recipient **Oxnard Housing Authority** 435 South D Street Oxnard, CA 93030	8. HUD Administering Office Office of Public Housing Investments Public and Indian Housing 8a. Name of Administrator: Marianne Nazzaro 8b. Telephone Number: 202-402-4306
10. Recipient Project Manager	9. HUD Government Technical Representative
11. Assistance Arrangement ☒ Cost Reimbursement ☐ Cost Sharing ☐ Fixed Price 12. Payment Method ☐ Treasury Check Reimbursement ☐ Advance Check ☒ Automated Clearinghouse	13. HUD Payment Office
14. Assistance Amount Previous HUD Amount $ HUD Amount this action $ 500,000 Total HUD Amount $ 500,000 Recipient Amount $ Total Instrument Amount $ 500,000	15. HUD Accounting and Appropriation Data 15a. Appropriation Number / 15b. Reservation number Amount Previously Obligated $ Obligation by this action $ 500,000 Total Obligation $ 500,000

16. Description

FY 2024 Choice Neighborhoods Planning Grant
(grant type: Planning)

Public Housing Site: Colonia Village, "Felicia Court" and "Colonia Road"
Neighborhood: La Colonia and Central Oxnard
Located in: Oxnard, CA

Unique Entity ID: U4FNEJGGD8M5
EIN/TIN: 95-6001624

Period of Performance Start Date: one day after HUD's signature on this form
Period of Performance End Date: 03/31/2027

17. ☒ Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office	18. ☐ Recipient is not required to sign this document.
19. Recipient (By Name): Emilio Ramirez	20. HUD (By Name): Richard J. Monocchio
Signature & Title: Executive Director / Date (mm/dd/yyyy): 4oct24	Signature & Title: Richard J. Monocchio, Principal Deputy Assistant Secretary / Date (mm/dd/yyyy): 09/06/2024

form HUD-1044 (8/90)
ref. Handbook 2210.17

FY 2024 Choice Neighborhoods Planning Grant Agreement

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Exhibit A: Subrecipient and Contractor Certifications and Assurances

FY 2024 Choice Neighborhoods Planning Grant Agreement

This grant agreement ("Grant Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and the Lead and Co-Applicant(s) ("Grantee"). The Grantee received a Choice Neighborhoods Planning Grant award as a result of an application submitted in response to the fiscal year (FY) 2024 Notice of Funding Opportunity (NOFO), for the creation of a Transformation Plan that is the subject of this Grant Agreement ("Transformation Plan") and that is identified on the fund obligation document (Form HUD-1044).

While the Planning Grant is awarded to the Grantee, only the Lead Applicant identified in the Grantee's Choice Neighborhoods Application ("Lead Grantee") will have access to draw down funds in LOCCS. HUD agrees, subject to the terms of this Grant Agreement, to provide grant funds to the Lead Grantee, in the total amount listed on the Assistance Award/Amendment form (HUD-1044), for the activities described in the Transformation Plan as defined in Article IV.

The assistance that is the subject of this Grant Agreement is authorized by, and required to be used in accordance with, Section 24 of the U.S. Housing Act of 1937 and the Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024)) ("FY 2024 Appropriations"), (collectively the "Choice Neighborhoods Authorization").

The form HUD-1044 and the Exhibits are incorporated into and subject to the terms of this Grant Agreement.

HUD and the Grantee hereby agree to be bound by the following terms and conditions of this Grant Agreement:

ARTICLE I. Grant Award Date and Period of Performance

The Grant Award Date is September 9, 2024. The deliverables identified in Article V of this Grant Agreement are based on the Grant Award Date. The Period of Performance Start Date is September 10, 2024. The Period of Performance End Date is March 31, 2027.

ARTICLE II. Choice Neighborhoods Requirements

The Grantee agrees to conduct all activities to be assisted with funds provided under this Grant Agreement in accordance with the following requirements, as such requirements now exist or as they may hereafter be amended (hereafter collectively referred to as the "Choice Neighborhoods Requirements"):

A. the U.S. Housing Act of 1937, as amended (the "1937 Act"), including Section 24 of the 1937 Act, and all implementing regulations, as applicable;

B. the Consolidated Appropriations Act, 2024 (Public Law 118-42), approved March 9, 2024);

C. the FY 2024 NOFO for the Choice Neighborhoods Initiative Planning Grants published via Grants.gov on April 9, 2024 (the "NOFO");

D. 31 U.S.C. § 1552. In accordance with this statute, all FY 2024 Choice Neighborhoods funds must be expended by September 30, 2033. Any funds that are not expended by that date will be cancelled and recaptured by the Treasury, and thereafter will not be available for obligation or expenditure for any purpose. **However, in accordance with the Choice Neighborhoods NOFO, the term of this Planning Grant is 30 months from the date of the Grant Award date and all funds should be expended shortly after the end of the Planning Grant term.**

E. In accordance with section 24(e)(2)(D) of the 1937 Act, Grantees must involve affected residents of the targeted public and/or assisted housing at the beginning and during the planning process. Grantees are required to involve the affected public and/or assisted housing residents in the planning process and implementation of your Transformation Plan. This involvement must be continuous from the beginning of the planning process through the implementation and management of the grant. In addition to the statutory requirement Grantees will be expected to undertake resident and community involvement in a manner and method at least as comprehensive as that described in your grant application.

F. all executive orders applicable to the activities being conducted with funds provided under this Grant Agreement;

G. the terms and requirements of this Grant Agreement, and any amendments or addenda thereto;

H. all other applicable Federal requirements, including, without limitation, those set forth in Appendix A; and

I. all regulations, handbooks, notices, and policies applicable to the activities being conducted with funds provided under this Grant Agreement;

ARTICLE III. Program Overview

A. Choice Neighborhoods is designed to address struggling neighborhoods with distressed public housing or HUD-assisted housing through a comprehensive approach to neighborhood transformation. Local leaders, residents, and other stakeholders, such as public housing authorities, cities, schools, police, business owners, nonprofits, and private developers, come together to create a plan that transforms distressed HUD housing and addresses the challenges in the surrounding neighborhood. The program helps communities transform neighborhoods by revitalizing severely distressed public and/or assisted housing and investing and leveraging investments in well-functioning services, high quality public schools and education programs, high quality early learning programs and services, crime prevention strategies, public assets, public transportation, and improved access to jobs. Choice Neighborhoods is focused on three core goals:

1. **Housing**: Replace severely distressed public and assisted housing with high-quality mixed-income housing that is responsive to the needs of the surrounding neighborhood;
2. **People**: Improve outcomes of households living in the target housing related to employment and income, health, and education; and
3. **Neighborhood**: Create the conditions necessary to attract long-term public and private reinvestment in distressed neighborhoods which will promote economic development and result in increased/improved amenities, services, and job opportunities for residents.

ARTICLE IV. Choice Neighborhoods Transformation Plan and Requirements

A. General. The end product of this grant award is the submission to and acceptance by HUD of a Transformation Plan. The Transformation Plan should identify specific, integrated, and effective strategies to implement public and/or assisted housing revitalization, the coordination and design of supportive services, including educational opportunities for children, and neighborhood-level planning to improve a range of neighborhood assets. The Transformation Plan should be created as part of a collaborative planning process that involves neighborhood stakeholders and local governmental entities.

The Transformation Plan should translate the three core goals of Choice Neighborhoods – Housing, People and Neighborhood – into a strategy that will direct investments, demonstrate the commitment among a range of public and private partners to address interdependent neighborhood challenges, utilize data to set and monitor progress toward implementation goals, and engage community stakeholders and residents in meaningful decision-making roles. HUD's acceptance of this plan will be based on the demonstration of a comprehensive

and inclusive locally driven planning process. It is neither an approval nor an endorsement of any of the activities identified in the plan.

B. Program Activities. Activities under this Grant Agreement include tasks necessary to develop a Transformation Plan, align investments with this plan, and develop the relevant planning and evaluation capacity of the Grantee and its partners. Refer to section III.F of the NOFO for a detailed description of program activities. As stated in section III.F.1.a, required activities are:

1. Ensure meaningful resident, community, and stakeholder participation throughout the development of the Transformation Plan. At a minimum, residents of the target housing should have representation on a steering committee and task forces. This also includes public hearings, meetings, websites, forums, charrettes, and other communication that will provide all aspects of the policy and development plans. Grantees must provide alternative options to neighborhood residents, local business owners and employees, and civic and community organization representatives in sufficient time for them to review, react, and make informed decisions on how proposed plans and policies will impact their daily lives. This involvement must be continuous from the beginning of the planning process through the entire grant term. Activities should prioritize ways to advance equity by engaging underserved populations and communities traditionally marginalized from planning processes, such as low-income individuals and families, limited English speakers, persons with disabilities, and the elderly. In seeking public participation, grantees must ensure that all communications are provided in a manner that is effective for persons with hearing, visual, and other communications-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 and, as applicable, the Americans with Disabilities Act. In addition, Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d and Executive Order 13166 require that grantees take responsible steps to ensure meaningful access to services, programs, and activities by persons with Limited English Proficiency (LEP persons).

   HUD encourages each grantee to maintain a public website that provides the community with information such as the CN Planning Grant application, planning timeline, ways to participate, updates about the planning process, and how to provide input and feedback.

2. Within the first 12 months of the Choice Neighborhoods grant, conduct a household-level survey of the target housing residents that assesses assets and needs related to the Housing, People, and Neighborhood goals to better design solutions for challenges facing the children and families of HUD housing. In addition, grantees must access and evaluate existing data (such as the census [including the American Community Survey (ACS)], police reports, healthcare agencies/providers, school reports, research surveys, etc.) to determine whether an assessment of households is required at the neighborhood level.

3. Devise a relocation strategy for target housing residents that need to be relocated during the rehabilitation or reconstruction of the target housing that complies with applicable

statute and regulations, as well as policies that effectuate CN requirements such as the right to return preference.

4. If not already completed, have a market assessment of the target neighborhood conducted by an independent, third-party professional during the grant period. The conclusions drawn from this study must inform the development of the Transformation Plan.

5. If not already identified, select the master developer/housing developer that will implement the housing component of the Transformation Plan before the end of the grant term.

6. Complete a Phase I Environmental Site Assessment based on ASTM standards of the target redevelopment site(s) to determine the potential for and extent of any needed environmental remediation, in order for a grantee to determine a feasible timeline and budget for the realization of redevelopment efforts.

7. Contact the State Historic Preservation Officer (SHPO) to determine the potential for negative effects of demolition on historic properties if the target housing contains buildings 45 years of age or older.

8. Conduct comprehensive assessments to inform the preparation of the Transformation Plan. The assessments should include:
   - Current patterns of disinvestment within the neighborhood, including vacant/abandoned homes and businesses, the quality of the existing housing stock, foreclosures, and current home values and rents. Discuss other subsidized housing (e.g., Housing Choice Vouchers, LIHTC units, PBRA, state or locally subsidized affordable units) in the neighborhood that are not part of the target public and/or assisted housing project(s), the current mix of incomes, and any long-term economic factors for continued disinvestment that may be expected to continue, absent a publicly funded intervention;
   - The neighborhood's access to key assets, such as quality grocery stores, banks, health clinics and doctors' offices, schools, childcare facilities and early learning centers or programs, parks and recreational facilities, and public transit. Identify key neighborhood anchor institutions, such as major employers, universities, or hospitals that can reliably be expected to continue to provide significant economic activity;
   - Relevant developmental and social assets in the target neighborhood as these assets relate to opportunities for resident education, employment, health, mobility and safety;
   - Challenges and gaps in neighborhood services and assets; and
   - Information from applicable fair housing planning (e.g. Analysis of Impediments to Fair Housing Choice, Assessment of Fair Housing, or other fair housing planning document) conducted by the local jurisdiction or public housing agency consistent with its obligation to affirmatively further fair housing, such as patterns of racial, national origin, and other demographic segregation or other fair housing issues in the neighborhood.

(9) Undertake a comprehensive and integrated planning process that addresses the challenges and gaps in services and assets identified through the needs assessments and leads to a plan for implementation that has broad community support, in the areas of:

(a) Housing. Adopt effective strategies to achieve the Housing goal. Such activities include but are not limited to:

- studies of the different options for revitalization, including the feasibility, costs and neighborhood impact of such options and the need for affordable housing;
- site planning and conceptual architectural design work that meets all applicable federal accessibility requirements, including but not limited to those under section 504 of the Rehabilitation Act of 1973 and HUD's implementing regulation at 24 CFR part 8, the Fair Housing Act and HUD's implementing regulation at 24 CFR part 100, and the Americans with Disabilities Act and the government-wide regulations at 28 CFR parts 35 and 36;
- designing a suitable replacement housing plan, in situations where partial or total demolition is considered;
- designing a relocation plan, including effective and meaningful strategies for housing mobility;
- conducting environmental or geotechnical studies of the target housing site; and
- developing a viable financing plan to implement the Housing component of the plan. The plan should consider a range of viable financing plans which are not dependent on a Choice Neighborhoods Implementation Grant in particular.

(b) People. Adopt effective strategies to achieve the People goal. Such activities include but are not limited to:

- planning for supportive services for the target housing residents to improve outcomes in employment and income, health, education, and housing stability, including:
  - Case management and/or service coordination to improve target housing residents' access to high-quality services that meet their needs.
  - Strategies that will result in increased income and employment for target housing residents, especially employment in living wage jobs, such as creating/coordinating a career pathway pipeline available to adults, developing direct connections to employers with living wage positions and/or opportunities for career advancement, and implementing a retention strategy that supports residents in retaining new jobs for at least the first 90 days.
  - Strategies that will result in improved physical and mental health outcomes and regular health care access for target housing residents, such as offering services to: support and connect uninsured adults and children to health insurance; ensure adults and children have a place of healthcare where they regularly go, other than an emergency room, when they are sick or need advice about their health; ensure adults and children receive ongoing care and appropriate treatment for chronic conditions as well as preventative healthcare; and, as applicable, connect children and adults to trauma-informed care and mental health services.
  - Strategies to ensure all children living in the target HUD-assisted housing will enter kindergarten ready to learn, such as offering services to: enroll, track and support the attendance of children from birth to kindergarten in high-quality,

evidence-based early education programs, which may include center-based or formal home-based programs; support the attendance of families with children from birth through Kindergarten (especially children who are not yet enrolled in early education) in evidence-based programs for caregivers, such as home visiting or educational parent/play groups; and ensure all young children receive regular developmental screenings (e.g., Ages and Stages) and, if a delay is identified, are connected with appropriate early behavioral health services.

- Strategies to ensure all school-aged children living in the target housing are proficient in core academic subjects, attending school consistently, and are graduating from high school college- and career-ready, such as offering services to: work one-on-one with school-aged children and their families to identify and support their individual education needs and goals; enroll, track and support the attendance of school-aged children in high-quality School-Based or Out-of-School Education programs; and provide individualized wrap-around services to school-aged children and their families as needed to support their educational outcomes and participation in high quality programming.

(c) Neighborhood. Adopt effective strategies to achieve the Neighborhood Goal and Objectives. Such activities include but are not limited to: planning for neighborhood-level improvements across the range of Neighborhood Objectives; aligning with existing planning processes and activities in the local jurisdiction and/or metropolitan area or county/parish; planning for neighborhood economic development activities; and partnering with the necessary agencies and organizations and developing a viable financing plan to implement the Neighborhood component of the plan.

C. Other eligible activities should be included in the Transformation Plan consistent with section III.F.1.b of the NOFO.

D. Program Requirements. In developing the Transformation Plan, Grantees should evaluate and incorporate the general requirements contained in section III.F.2 of the NOFO as they are applicable to their Transformation Plan.

ARTICLE V. Deliverables

A. Schedule and Budget. In preparation for creating a Transformation Plan, Grantees must submit the following to HUD within 120 calendar days from the Grant Award Date for HUD's review and approval. HUD reserves the right to require Grantee to make edits to these items to put them in a form and substance acceptable to HUD.

1. A Program Schedule identifying tasks and milestones by date, in accordance with the Choice Neighborhoods NOFO;

2. A Choice Neighborhoods Planning Grant Budget, as described in Article VII; and

3. Any other information or documentation that is not otherwise required under the NOFO or this Grant Agreement but that is requested by HUD to supplement or refine

information provided in the Choice Neighborhoods Application or to meet any terms or conditions of the Grant Agreement.

B. The Grantee must submit documents that assist in the development of the Transformation Plan to HUD during the term of the Planning Grant. HUD may provide comments and guidance on these draft documents, which the Grantee should use in drafting the Transformation Plan. The documents that are required are:

   1. Outline with Content. The Grantee must submit showing at a minimum the outline with some of the content that will be in the Transformation Plan no later than 12 months after the Grant Award Date.

   2. Draft Transformation Plan. The Grantee must submit a draft Transformation Plan to HUD no later than 24 months after the Grant Award Date.

   3. Transformation Plan. The Grantee must submit a final Transformation Plan no later than 30 months after the Grant Award Date.

C. Early Action Activity.
   1. If the award includes grant funding for an Early Action Activity, the grantee must submit a proposal to HUD describing the project within 12 months from the Grant Award date.
   2. The Early Action Activity project must be completed by the end of the grant term.

D. All other required information or submissions as requested by HUD pursuant to paragraph (A)(3) of this Article must be submitted in accordance with the Reporting Requirements as described in Article XIII, in a form and substance acceptable to HUD.

E. Time Extensions. All requests for extensions of the time periods for the deliverables listed above should be requested by the Grantee in advance of the deadline date. All requests for extensions must be made in writing and will be reviewed and approved or disapproved by the Deputy Assistant Secretary for the Office of Public Housing Investments or her designee.

ARTICLE VI. Changes to the Grantee's Plan

A. Changes Requiring Prior HUD Approval. If the following activities in the application are to be modified or amended, the Grantee must request and obtain prior written HUD approval:

   1. Program Schedule. The Grantee must inform HUD immediately, in writing, of any problems, delays or adverse conditions that will impair materially the Grantee's ability to comply with the Program Schedule, and include a statement of action taken, or proposed to be taken, and any assistance needed to resolve the situation. HUD must approve any proposed changes to the Program Schedule that would significantly modify a date or time period.

2. Changes in an activity within any Budget Line Item (BLI) in LOCCS that are greater than 10 percent of the approved Choice Neighborhoods Budget;

3. An extension of the period of availability of the Choice Neighborhoods Grant funds provided under this Grant Agreement, not to go beyond the statutory timeframes;

4. Any material changes to the contract between the Grantee and the Planning Coordinator, if applicable; and

5. Any loss or replacement of committed funds which were identified for purposes of rating and ranking the leverage section of the grant.

ARTICLE VII. Choice Neighborhoods Budget and Funding Requests

A. Budget. The Grantee must ensure that funds provided under this Grant Agreement are expended in accordance with the Choice Neighborhoods Requirements and a Choice Neighborhoods Budget. The Grantee may request up to $400,000 of grant funds to pay for costs of the planning process. The Choice Neighborhoods Budget allocates all Choice Neighborhoods Grant funds into Budget Line Items (BLI). The Choice Neighborhoods Budget will serve as the primary budget and may be subject to revision. Grantees should consult the "Planning Grant Budget Guidance" posted to the Choice Neighborhoods website (www.hud.gov/cn) for detailed description of eligible activities and which BLI each cost is categorized.

B. Budget Form. Each budget submitted in accordance with paragraph (A) of this Article must be submitted on the Choice Neighborhoods Planning Grant budget form (HUD-53421), Parts I, II, and III. Part I must be signed and dated by the executive officer of the Lead Grantee and Part II must include a detailed description of the uses of the grant funds. Part III shows the match and leverage funds committed to the planning process. Grantees must track their leveraged fund expenditures and will report this information in the quarterly report.

C. Pre-Grant Agreement Execution Costs. After the execution of this Grant Agreement, the Grantee may include in its Choice Neighborhoods Budget, and the Lead Grantee may draw down funds for costs that were incurred prior to execution of this Grant Agreement, provided that such costs were incurred after the Grant Award Date, are directly associated with the activities to be funded under this Choice Neighborhoods Grant, and are approved as reasonable and eligible by HUD. Choice Neighborhoods Grant funds cannot be used to pay for any activities carried out on or before the Period of Performance Start Date.

D. Early Action Activity. The Grantee may request up to $150,000 of Choice Neighborhoods Grant funds for an Early Action Activity project (as defined in the NOFO) costs in conjunction with submitting the Choice Neighborhoods Budget form to HUD. Funds may be drawn down for eligible costs (as defined in the NOFO), subject to receiving HUD approval and subject to conducting an environmental review in accordance with 24 CFR part 58.

E. Administration, Fees and Costs.

1. Cost Controls. The Grantee will comply with HUD guidance and policies that establish reasonable costs for administration, management improvements/capacity building, planning, technical assistance, and fees and costs.

2. Lobbying. The Grantee hereby certifies that no funds provided under this Grant Agreement will be expended for lobbying activities, as prohibited by Section 319 of Public Law 101-121 (which prohibits recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government), and implemented for HUD at 24 CFR part 87, as the same may be amended from time to time. The Grantee will disclose promptly any commitment or expenditure of non-appropriated funds for lobbying activities if those activities would be prohibited if paid with appropriated funds.

F. Program Income. Program Income is defined in 2 CFR § 200.1, or successor regulation. If the Grantee receives program income from the Early Action Activity (e.g., from the sale of acquired land):

1. prior to grant closeout program income must be reinvested in the development or neighborhood and used for Choice Neighborhoods eligible purposes, unless otherwise approved by HUD.

2. after grant closeout, program income must be reinvested in the development or neighborhood and used for Choice Neighborhoods eligible purposes, unless otherwise approved by HUD. Before the grant is closed out, Grantee must submit a plan for how program income will be reinvested, in a form and substance that is acceptable to HUD for HUD's review and approval. HUD will determine with the Grantee what the sources of program income are. The language of this provision shall survive grant closeout and termination of this Grant Agreement.

ARTICLE VIII. Project Drawdowns

A. LOCCS Payment System. Consistent with 2 CFR Part 200, the Lead Grantee will request all drawdowns of Choice Neighborhoods Grant funds under the Line of Credit Control System (LOCCS), unless and until another payment system is designated by HUD. The Lead Grantee will comply with all rules, guidelines, and notices established for Choice Neighborhoods under LOCCS, or any substitute system, in connection with any drawdown of Choice Neighborhoods Grant funds. If HUD designates a different payment system, it will be based upon the provisions of 2 CFR § 200.305.

B. Drawdowns.

1. The Grantee may draw down Choice Neighborhoods Grant funds for a BLI in an amount up to the amount of that BLI that HUD has approved and made available for drawdown.

2. Any request for funds in excess of 10 percent of the entire grant amount in any month must be manually reviewed and approved by HUD. The Grantee must submit copies of the invoices supporting the drawdown amount to the Team Coordinator.

C. Drawdown Consequences of Default.

1. Withholding of Payments. HUD may withhold payments in accordance with 2 CFR § 200.339.

2. Grantee Representations. Each drawdown request by the Grantee will constitute, and be deemed to be, a representation that the Grantee is not in default under this Grant Agreement (except as the Grantee previously may have disclosed to HUD in writing).

3. Overdue Reports. HUD may elect to suspend draws under this Grant Agreement during any period in which the Grantee has failed to file with HUD any quarterly report.

ARTICLE IX. Matching and Leveraged Funds

A. Match Requirements. In accordance with section 24(c) of the 1937 Act (42 U.S.C. 1437v(c)), Grantee must have secured a match in the amount of five percent of the grant amount in cash or in-kind donations.

B. Match Donations and Leverage Resources. Grantee shall keep documentation on matching and leveraged funds during the term of this Grant Agreement and shall provide this documentation in a format acceptable to HUD upon request by HUD, until the closeout of this grant. The documentation should show that the funds are secured and the Grantee should keep records showing how those funds have been expended over time.

ARTICLE X. Grantees, Subrecipients and Contractors

A. General Grantee Responsibilities.

1. Planning Team. The Grantee agrees to promptly assemble a competent planning team, if the Grantee has not already, to assist in working with the Grantee's partners and collaborators and coordinating all phases of the planning process. In the event of a default under the terms of this Grant Agreement, HUD reserves the right to require a Grantee to procure a planning coordinator in order for the Grantee to meet the performance standards detailed in this agreement.

2. Choice Neighborhoods Requirements. The Grantee shall ensure that any entity to which it makes grant funds available will comply with the Choice Neighborhoods Requirements.

3. Required Certifications.
   a. The Grantee must ensure that all subrecipients and contractors execute an original document in the form of Exhibit A, as appropriate, to this Grant Agreement at the time the Grantee executes any contract with any subrecipient or contractor to provide goods or services under this Grant Agreement. The Grantee will retain the executed original certification together with the executed contract documents.
   b. Grantees that are public housing authorities (PHA Grantee) must ensure that the requirements contained in the General Conditions for Non-Construction Form (Form 5370-C) are included in any solicitation in connection with non-construction contracts that will be made by the PHA Grantee and paid for with assistance under this Grant Agreement. Such conditions must also be included in any non-construction contract entered into by the PHA Grantee.
   c. Certifications required by 2 CFR 200.415.

B. Administrative Requirements for Grantees.

1. Public housing authority, local government, Indian tribe, and non-profit entity grantees are subject to 2 CFR Part 200. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the NOFO and this Agreement, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments.

C. Administrative Requirements for Subrecipients and Related Agreements.

1. Public housing authority, local government, Indian tribe, and non-profit subrecipients are subject to the requirements of 2 CFR Part 200. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the NOFO and this Agreement, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments.

2. For-profit subrecipients are subject to the requirements of 2 CFR Part 200, Subparts A-E. The Grantee is responsible for establishing audit requirements consistent with 2 CFR 200.501(h). Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the NOFO and this Agreement, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments.

3. Suspension and Debarment. Grantees are subject to the requirements of 2 CFR 200.214.

4. Grantee Responsibilities Regarding Subrecipients. Grantees will be responsible for:
   a. ensuring that subrecipients are aware of the requirements imposed upon them by Federal statutes, regulations, and this Grant Agreement;
   b. ensuring that all subrecipient agreements include any clauses required by Federal statutes and their implementing regulations and executive orders; and
   c. monitoring subrecipients' performance to ensure compliance with this Grant Agreement.

D. Administrative Requirements for Contractors and Subcontractors and Related Contracts.

1. Grantee's procurement of contractors or subcontractors. Consultant and Professional Services. Grantees that obtain professional or consultant services from persons who are not officers or employees of the Grantee (i.e., independent contractors) are subject to 2 CFR Part 200.459. However, if the Grantee can demonstrate to HUD that the services to be provided by the contractor or subcontractor only from that one source, the Grantee may request HUD approval to select the entity under a non-competitive procurement pursuant to 2 CFR 200.320(c).

2. Trigger for the Submission of Contracts. Contracts must be submitted to HUD for prior approval if required by 2 CFR Part 200, Subpart D, or if requested by HUD. Any modification of a contract that must be submitted to HUD for prior approval if required or requested is also subject HUD's written approval before the execution of the modification.

3. Suspension and Debarment. Grantees must comply with 2 CFR 200.214.

ARTICLE XI. No Third-Party Rights

The Grantee and HUD are the sole parties to this Grant Agreement and do not intend to create any third-party beneficiaries to this Grant Agreement. Notwithstanding the provisions set forth in this Grant Agreement concerning consultations with residents and dissemination of information to residents, nothing in this Grant Agreement may be construed as conferring the status of third-party beneficiary upon the residents; and in no event shall any entity other than the Grantee have direct rights to the Choice Neighborhoods funds provided for under this Grant Agreement.

ARTICLE XII. Conflict of Interest

A. Prohibition. The Grantee shall comply with the conflict of interest requirements in 2 CFR 200.318. No person who is an employee, agent, officer of the Grantee or member of his or immediate family, or his or her partner, or an organization which employs or is about to employ any of the parties indicated herein and who exercises any functions or responsibilities with respect to activities assisted under this Choice Neighborhoods Grant may have a direct

interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder.

B. HUD-Approved Exception.

1. Standard. HUD may grant an exception to the exclusion in paragraph (A) of this Article on a case-by-case basis when it determines that such an exception will serve to further the purposes of Choice Neighborhoods and its effective and efficient administration.

2. Procedure. HUD will consider granting an exception only after the Grantee has provided a disclosure of the nature of the conflict, accompanied by:
   a. an assurance that there has been public disclosure of the conflict;
   b. a description of how the public disclosure was made; and
   c. an opinion of the Grantee's attorney that the interest for which the exception is sought does not violate State or local laws.

3. Consideration of Relevant Factors. In determining whether to grant a requested exception under paragraph (B) of this Article, HUD will consider the cumulative effect of the following factors, where applicable:
   a. whether the exception would provide a significant cost benefit or an essential degree of expertise to the Transformation Plan that would otherwise not be available;
   b. whether an opportunity was provided for open competitive bidding or negotiation;
   c. whether the person affected is a member of a group or class intended to be the beneficiaries of the Transformation Plan and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
   d. whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process, with respect to the specific activity in question;
   e. whether the interest or benefit was present before the affected person was in a position as described in paragraph (A) of this Article;
   f. whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
   g. any other relevant considerations.

ARTICLE XIII. Reporting Requirements

A. Quarterly Report.

1. The Grantee will submit to HUD a Quarterly Report on the 15th day of the month after each calendar quarter. The first report will be due in January 2025. If the due date falls on a Saturday, Sunday, or Federal Holiday, the report is due the next business day. In the Quarterly Report the Grantee will report the progress of their grant for the previous quarter, including but not limited to progress against their schedule and budget, expenditures to date, and a narrative statement on their progress, progress on financing

leverage secured to date for the planning grant and leverage for the implementation of the plan. The Grantee should also include, as appropriate, best practices and lessons learned from the date of the prior Quarterly Report.

2. Failure to submit to HUD a timely Quarterly Report may result in a suspension of Choice Neighborhoods Grant funds in LOCCS until such time as the report is received and approved by HUD, and/or any other default remedy authorized by Article XV.

B. Obligations and Expenditures. The Grantee must enter cumulative obligation and expenditure data into LOCCS by the due dates established by HUD, whether or not there has been any change in the cumulative amounts since the end of the last quarter.

C. Additional Information Requests. Subject to paragraph (D) of this Article, the Grantee will comply with all other reporting requirements from time to time established by HUD, in its sole discretion, in connection with the Choice Neighborhoods Program. The Grantee will:

1. fully cooperate with all reasonable information gathering requests made by HUD or contractors of HUD in the course of authorized evaluations of the Choice Neighborhoods Program; and

2. if requested, submit any post-closeout reports, in the forms prescribed by HUD, for a reasonable period of years as designated by HUD.

D. Additional Requirements. The Grantee agrees to comply with all other terms and conditions HUD may establish to administer, monitor, or evaluate the Choice Neighborhoods Program in an effective and efficient manner. Notwithstanding the foregoing, however, except as provided in Article XV, HUD hereafter will not establish any additional terms and conditions without:

1. consideration of the burden imposed on the Grantee by such conditions or requirements;

2. consideration of the availability of less burdensome conditions or requirements; and

3. in the case of a term or condition applicable solely to the Grantee, consulting in advance with the Grantee.

ARTICLE XIV. Technical Assistance

A. Site Visits. The Grantee acknowledges and agrees that HUD, or its designees, may conduct site visits and inspections as deemed necessary by HUD based upon the Grantee's needs in creating the Transformation Plan or the needs of the Choice Neighborhoods Program. Technical assistance site visits may be provided by HUD or its designees:

1. in response to requests from the Grantee; or

2. based upon demonstrated needs of the Choice Neighborhoods Program; or

3. as provided in paragraph (B) of this Article.

B. HUD Assessment. HUD representatives will visit the site and make an assessment of any technical assistance and/or training that the Grantee may require for the creation of the Transformation Plan. HUD will consult with the Grantee in determining the Grantee's specific technical assistance and training needs and will carry out subsequent on-site assessments, as necessary.

C. Technical Assistance Provider. If HUD determines, in its discretion, that technical assistance and/or training is necessary for the creation of the Transformation Plan, it will assign a technical assistance provider to work with the Grantee for this purpose.

D. Grantee Training/Technical Assistance. The Grantee agrees to use its best efforts to attend any training and to accept any technical assistance provided or sponsored by HUD.

ARTICLE XV. Unsatisfactory Performance/Default

A. In accordance with Section 24(i) of the 1937 Act, if the Grantee defaults under this grant agreement, HUD may withdraw any unobligated grant amounts and may pursue other actions as described in this Article. HUD shall redistribute any withdrawn amounts to one or more other applicants eligible for Choice Neighborhoods assistance or to one or more other entities capable of proceeding expeditiously in the same locality in carrying out the planning process of the original Grantee. This section applies to all Grantees regardless of their status as a local government, PHA, for-profit, or other entity.

B. Default. Each of the following events or occurrences, to the extent it constitutes a material breach or occurrence, may constitute a default by the Grantee under this Grant Agreement, as determined by HUD in its sole discretion:

1. use of funds provided under this Grant Agreement for any purpose, in any manner or at any time, other than as authorized by this Grant Agreement;

2. failure to comply with the Choice Neighborhoods Requirements or any other Federal, State, or local laws, regulations, or requirements applicable in creating the Transformation Plan;

3. failure to make any submission under Article V, perform any obligation, or otherwise fail to proceed in a manner consistent with the Transformation Plan, (including, without limitation, failure to accomplish an activity by the date specified in the Program Schedule);

4. any material misrepresentation in any of the required submissions, including, without limit, any misrepresentations in any of the submissions required by Article V; or

5. failure to comply with, or any material breach of, any other requirements, conditions, or terms of this Grant Agreement.

C. Notice of Default and Action(s) to Cure.

1. General. HUD will give the Grantee written notice of any default. The notice will give the Grantee the opportunity to cure such default within 30 days of the date of the notice, or to demonstrate within this time period, by submitting substantial evidence satisfactory to HUD, that it is not in default. If the default is not able to be cured within the 30-day period, the Grantee will demonstrate, to HUD's satisfaction, that the Grantee has taken actions necessary to cure the default and that the default is curable within 90 days from the date of the default notice. Additionally, the Grantee must agree to carry out such cure diligently and to complete the cure within the 90-day period.

2. Immediate Default. Notwithstanding the provisions of paragraph (C)(1) of this Article, HUD in its sole discretion may place the Grantee into immediate default for not being in compliance with its Program Schedule or for non-compliance with Choice Neighborhoods Requirements once written notification of default has been provided to the Grantee. At that time, HUD may immediately begin imposing consequences of default, including specifically the suspension of draws of the Choice Neighborhoods grant.

3. Imminent Threat. Notwithstanding the provisions of subparagraph (C)(1) of this Article concerning the opportunity to cure defaults, if HUD reasonably determines that there is an imminent threat that the Grantee will expend additional Choice Neighborhoods Grant funds in violation of the provisions of this Grant Agreement, HUD may implement the remedial action provided for under subparagraph (C)(4) of this Article to prevent any such unauthorized expenditure until such time as the Grantee has complied with the cure provisions set forth above. HUD will implement such remedial action by written notice set forth either in the notice of default given under paragraph (C)(1) of this Article or by subsequent written notice to the Grantee. An imminent threat is not an immediate default.

4. Consequences of Default. If the Grantee fails to cure all defaults specified in the notice of default within the time periods set forth in paragraph (C)(1) of this Article, or fails to diligently pursue or complete any cure as provided in paragraph (C)(1), HUD may take any of the following remedial actions, upon written notice to the Grantee:
   a. requiring a Grantee in default to provide evidence to HUD of acceptable performance over such period of time as specified by HUD and to obtain written approval from HUD to proceed to the next phase of activities;
   b. requiring additional, more detailed financial reports;
   c. requiring additional project monitoring;
   d. requiring the Grantee (or subrecipient) to obtain technical or management assistance;
   e. establishing additional prior approvals;

f. require the Grantee, within a time period established by HUD, to prepare a revised Program Schedule, obtain HUD's approval thereto, and follow such revised Program Schedule to complete the activities under the Grant Agreement;
g. require the Grantee, within a time period established by HUD, to revise any activity under the Grant Agreement in order to successfully complete the activities under the Grant Agreement in a manner satisfactory to HUD, including, without limitation, exclusion or revision of affected activities, revision of the Choice Neighborhoods Budget as necessary, and substitution of other eligible activities;
h. require submission of additional documentation before any additional request for funds will be approved;
i. temporarily suspend the Grantee's authority to draw down Choice Neighborhoods Grant funds for affected activities, or at HUD's sole discretion for all activities, pending action to cure the defaults;
j. disallow use of Choice Neighborhoods Grant funds for all or part of the cost of the activity or action not in compliance;
k. recover amounts determined by HUD to have been improperly expended, including any property obtained by the Grantee with such grant funds;
l. require reimbursement by the Grantee for Choice Neighborhoods Grant funds determined by HUD to have been improperly expended;
m. make arrangements satisfactory to HUD, in its sole discretion, for use of an entity other than the Grantee to carry out activities assisted under the Grant Agreement, including requiring the Grantee to assign any outstanding contracts obligating grant funds to another entity.

5. Additional Enforcement Actions. If HUD determines that the remedial actions taken by HUD under paragraph (C)(4) of this Article have not been effective in curing the default, or if the Grantee has not complied with the requirements imposed by HUD under paragraph (C)(4) and has not otherwise cured the default, or if HUD exercises its discretion under subparagraph (C)(2) of this Article to institute any of the following actions, HUD may take any of the following remedial or enforcement actions (in addition to any of the remedies permitted under paragraph (C) of this Article upon written notice to the Grantee):
   a. reduce the Choice Neighborhoods Grant in the amount affected by the default;
   b. terminate the Choice Neighborhoods Grant as to all further activities and initiate closeout procedures;
   c. recapture any Choice Neighborhoods Grant funds not obligated by the Grantee.
      i. If the basis for the Grantee's default is its failure to comply with the reasonable time periods established by HUD under Article V, HUD shall, in accordance with section 24(i) of the 1937 Act, and unless otherwise approved by HUD under paragraph (C)(3) of this Article, recapture any Choice Neighborhoods Grant funds not obligated by the Grantee.
      ii. If the Grantee fails to comply with the reasonable time periods established in Article V, HUD may take into account whether factors beyond the Grantee's control are the cause of the delay.
   d. take action against the Grantee under 24 CFR part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards; and

e. take any other available legal or equitable remedial action, including, but not limited to, any remedial actions available under a PHA's ACC and/or premised on HUD's interest in the housing development established in the relevant Declaration of Trust or Declaration of Restrictive Covenants or housing assistance contract, as applicable.

6. Delinquent Federal Debts. Consistent with the purposes and intent of 31 U.S.C. 3720B and 28 U.S.C. 3201(e), Grantees with an outstanding federal debt must provide to HUD a negotiated repayment schedule which is not delinquent or have made other arrangements satisfactory to HUD. If arrangements satisfactory to HUD cannot be completed within 90 days of notification of selection, HUD will not make an award of funds to the Grantee, but offer the award to the next eligible Grantee. Applicants selected for funding, or awarded funds, must report to HUD changes in status of current agreements covering federal debt. If a previously agreed-upon payment schedule has not been adhered to or a new agreement with the federal agency to which the debt is owed has not been signed, the Grantee will be considered to be in default under this Agreement.

ARTICLE XVI. Funding Obligation Date, Date of Funding Availability and Effective Date

The date of obligation by HUD of the funding to the Grantee under this Grant Agreement is the date HUD signed the form HUD-1044. The date of fund availability for this Grant Agreement is the date that the Lead Grantee signs the HUD-1044. The effective date of the Grant Agreement is the date that HUD signs the signature page of the Grant Agreement.

ARTICLE XVII. Project Closeout

A. Grants will be closed out in accordance with 2 CFR 200.344, or successor regulation, and as detailed in the Choice Neighborhoods closeout guidance. The program specific guidance is posted to the Choice Neighborhoods website. The closeout process generally includes the following steps:

1. Submission of closeout materials. Within 120 days after the Period of Performance End Date, Grantee must submit closeout materials, including a termination of disbursements letter, the final Choice Neighborhoods budget, and the Actual Choice Neighborhoods Cost Certificate (ACNCC) (form HUD-50163).

2. HUD Review of Preliminary Closeout Materials. HUD will review Preliminary Closeout Materials to confirm that:

a. The amounts on the final Choice Neighborhoods Budget and ACNCC agree as to funds approved, obligated, and expended.
b. The amount of funds approved and disbursed on the ACNCC agrees with HUD records in LOCCS.
c. If HUD disbursed more funds than the Grantee expended, the Grantee will immediately remit to HUD the excess funds, without waiting for completion of the final audit.

3. Final Audit. Following HUD approval of the Preliminary Closeout Materials, the Grantee must conduct a final audit of the Planning Grant in accordance with the requirements of 2 CFR Part 200, Subpart F. and forward the audit to HUD for approval.

4. Final Closeout. Upon receipt of the final audit, the designated HUD official will execute the ACNCC. Any funds remaining in the Planning Grant will be recaptured by HUD. A Post-Audit Date will be entered into LOCCS and the grant will be closed.

ARTICLE XVIII. Money Damages

This grant agreement does not contemplate money damages for breach of the agreement by HUD. The Grantee is entitled to any relief against HUD for breach of the agreement that is provided by the Administrative Procedure Act.

ARTICLE XIX. Points of Contact

Any correspondence related to this Grant Agreement should be directed to the following points of contact for HUD, the Lead Grantee, and any other Grantees:

For the U.S. Department of Housing and Urban Development:
Ms. Luci Blackburn
Choice Neighborhoods Director, Office of Public Housing Investments
U.S. Department of Housing and Urban Development
451 7th Street, SW Room 4130
Washington, DC 20410

For the Lead Grantee:
Mr. Emilio Ramirez
Executive Director
Oxnard Housing Authority
435 South D St.
Oxnard, CA 93030-5918

For the Co-Grantee:
Mr. Alexander Nguyen
City Manager
City of Oxnard
300 West 3rd St.
Oxnard, CA 93030-5918

ARTICLE XX. Signature Page.

_____
Emilio Ramirez
Executive Director
Oxnard Housing Authority

_____
Alexander Nguyen
City Manager
City of Oxnard

_____ _____
Marianne Nazzaro Date
Deputy Assistant Secretary
Office of Public Housing Investments
U.S. Department of Housing and Urban Development

Appendix A

Additional statutory, regulatory, and other requirements with which Grantee must comply include, as applicable:

1. Build America, Buy America (BABA) Act: This grant is subject to the requirements of the BABA Act, which was enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (Public Law 117-58), unless waived by HUD. Procurement requirements and implementing guidance is available on HUD's dedicated website: https://www.hud.gov/program_offices/general_counsel/baba.

2. Compliance with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a contractor, subcontractor, grantee, subgrantee, and personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. (See Federal Contractor or Grantee Protections | Office of Inspector General, Department of Housing and Urban Development (www.hudoig.gov).

3. Fair Housing Certifications, as the same maybe amended from time to time, and any additional Fair Housing requirements that may become applicable:

   A. the Fair Housing Act (42 U.S.C. §§ 3601 et seq.) and regulations pursuant thereto 24 CFR part 100;
   B. Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 CFR part 107);
   C. the fair housing poster regulations (24 CFR part 110) and advertising guidelines (24 CFR part 108);
   D. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-2000d-4) and regulations pursuant thereto (24 CFR part 1) relating to nondiscrimination in housing;
   E. the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 CFR part 146);
   F. the prohibitions against discrimination on the basis of disability, including requirements that the Grantee make reasonable modifications and accommodations and make units accessible, under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and regulations issued pursuant thereto (24 CFR part 8) or the 2010 ADA Standards for Accessible Design;

G. the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and its implementing regulation at 28 CFR part 35; and
H. the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151) and regulations issued pursuant thereto (24 CFR part 40).
I. Accessible Technology. Section 508 of the Rehabilitation Act of 1973, as amended (Section 508) requires HUD to ensure, when developing, procuring, maintaining, or using electronic and information technology (EIT), that the EIT allows persons with disabilities to access and use information and data comparably to those without disabilities unless an undue burden would result to the Federal agency. HUD encourages its recipients to adopt the goals and objectives of Section 508 by ensuring comparable access whenever EIT is used. Recipients must also comply with Section 504 of the Rehabilitation Act and, where applicable, the ADA. These statutes also require effective communication with individuals with disabilities and prohibit EIT-imposed barriers to access information, programs, and activities for persons with disabilities.

4. Finance and Accounting

A. Commingling of Grant Funds. The Grantee agrees that, in its recordkeeping, it will not commingle Choice Neighborhoods Grant funds with funds from any other sources including, but not limited to, other HUD program funds or funds from other Federal, State, or local government agencies. (Such other funds may be used to carry out the Transformation Plan, so long as they are not commingled in the Grantee's recordkeeping.)

B. Duplication of Funding. The Grantee will ensure that Choice Neighborhoods Grant funds are not used to duplicate work that is funded with any other HUD funds, funds from any other Federal program, or from any other funding source identified under the Transformation Plan, and will establish controls to assure non-duplication of funding.

5. Record Retention

A. Record Retention Authorities. The Grantee must comply with and be subject to all Federal recordkeeping requirements, including, but not limited to 2 CFR 200.334.
B. Record Retention Requirements. Grantees must retain records in accordance with the requirements of paragraph (A) above, including, but not limited to:

1. the amount and disbursement of funds received under this Choice Neighborhoods Grant, including sufficient records that document the reasonableness and necessity of each expenditure;
2. the amount and nature of any other assistance, including cash, services, or other items contributed to assist in the development of the Transformation Plan or contributed as a condition of receiving this Choice Neighborhoods Grant;
3. any other proceeds received for, or otherwise used in connection with, the Transformation Plan; and

C. Access to Records. For the purpose of audit, examination, monitoring, and evaluation, the Grantee will give HUD (including any duly authorized representatives and the

Inspector General) access, and will ensure that any participating party will give HUD such access, to any books, documents, papers, and records of the Grantee, or such participating party, that are pertinent to assistance received under this Choice Neighborhoods Grant or under the Transformation Plan, including all records required to be kept by paragraph (B) above.

6. Reporting. Compliance with the Federal Funding Accountability and Transparency Act of 2006 (31 USC 6101 note), (Public Law 109-282) (Transparency Act), as amended. Please refer to www.fsrs.gov for complete information on requirements under the Transparency Act and OMB guidance.

7. Eminent Domain. Section 407 of Div. H, Title IV of the Consolidated Appropriations Act, 2024, prohibits the use of funds to support any federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use.

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the professional services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 23rd day of December, 2024, by and between the City of Oxnard Housing Authority ("Authority"), and EJP Consulting Group, LLC ("Consultant"). This Second Amendment amends the Agreement entered into on February 1, 2024, by the Authority and Consultant. The Agreement previously has been amended on March 27, 2024, by a First Amendment.

Authority and Consultant agree as follows:

1. The date in Section 11 of the Agreement is hereby amended to "March 31, 2027."

2. The reference to the Exhibit A as of March 27, 2024, and Exhibit B as of March 27, 2024 everywhere it is listed in the Agreement is hereby amended to add also the Exhibit A as of December 23, 2024, and Exhibit B as of December 23, 2024. The Exhibit A as of December 23, 2024, and Exhibit B as of December 23, 2024 is attached hereto and incorporated herein by this reference

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

The parties agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code 1633.7.

OXNARD HOUSING AUTHORITY

Brenda Lopez,
Interim Housing Director

Date

EJP CONSULTING GROUP, LCC

Rhae Parkes,
President

12/27/24
Date

APPROVED AS TO FORM:

Stephen M. Fischer,
Housing General Counsel

12/26/24
Date

APPROVED AS TO INSURANCE:

Rhonda Hodge

Rhonda Hodge,
Housing Finance Officer

12/26/24
Date

EXHIBIT A AS OF DECEMBER 23, 2024

SCOPE AND SCHEDULE OF SERVICES

Phase I - Pre-Application and Feasibility Assessment	
	Cost

Convene a kick-off meeting and two-day strategy session (in-person) with key City of Oxnard and Oxnard Housing Authority (OHA) staff to accomplish the following:
 	
• Review Choice Neighborhoods requirements;
• Assess the two proposed neighborhoods, La Colonia and South Oxnard, to determine which would be the most competitive;
• Review and catalog current, and planned investment activity, and key assets and challenges in the proposed neighborhoods;
• Ensure that all threshold requirements for a Choice Neighborhoods Planning Application can be met;
• Layout a framework for the planning process;
• Discuss and confirm the roles of the City and the Public Housing Authority;
• Identify planning partners, including candidates for the Steering Committee; and
• Walkthrough the most recent Notice of Funding Opportunity (NOFO) scoring criteria to determine a preliminary score
 	
During the site visit activities will also include:
 	
• Tour of the two proposed neighborhoods, La Colonia and South Oxnard. The tours should include access to unit interiors to take necessary photographs to document existing conditions, challenges, assets and context.
• Meetings with key partners to encourage their participation in the planning process. This partner list may include elected officials, city department heads (e.g. Public Works, Planning, Park and Recreation, etc.), Oxnard Housing Authority, leadership, educational institutions, non-profit organizations, service providers, churches, etc.
• Strategic work session with City of Oxnard and Oxnard Housing Authority on application content such as:
 	
  ○ Identify critical partnerships for educational assets, economic development opportunities, community facilities, etc.;
  ○ Planning structure for the planning effort including establishing various Task Forces, Committees, Advisory group, etc. and leads for each;
  ○ The resident and community engagement process and methods for this engagement;
  ○ Process for undertaking a community needs assessment;
  ○ Discuss how a resident survey and other data collection effort will be administered;
	$24,740

○ Discuss types of capacity building and communication strategies to enable the community to engage in such a broad base-based, transformative planning process-based on previous similar efforts; ○ Identification of specific staffing and consultant needs; ○ Finalize mapping and data needs for the application; ○ Detailed budget for the planning activities and sources of funding for each activity; ○ Schedule for all planning activities and development of Transformation Plan Process for identification of Early Action Activities to be accomplished during the planning process to build early neighborhood confidence about the promise of change; and ○ Confirmation of leverage sources to maximize points on this rating factor. Feasibility Assessment will be completed by the end of March 2024. If upon the completion of the site visit, the City of Oxnard, Oxnard Housing Authority, and its partners decide that pursuing a Choice Neighborhoods Planning Grant is a viable endeavor, EJP will proceed with the preparation and submission of a Choice Planning Grant application for the selected neighborhood.	

Phase II – Choice Neighborhoods Planning Grant Application	
	Cost
EJP will prepare a Choice Planning Grant Application Matrix that will serve as a detailed work plan for this task. In partnership with the City of Oxnard and OHA, EJP will review the matrix, identify information needed for each section of the application by the internal team and submission of the application via grants.gov. The Choice application will focus on the following: ○ Need for revitalization: for the neighborhood, this will include both HUD data calculations regarding neighborhood property level, vacancy rates, etc. the applicant will's information regarding crime statistics and brownfields cleanup. For housing, it will include identifying structural/environmental and design deficiencies. ○ The applicant's vision and planning process for establishing a viable community: thus, will include a detailed planning process that encompasses both residential and non-residential components, key partnerships for the development of human capital, economic development, transportation connections, parks and recreation, etc. ○ Application team's capacity to carry out a comprehensive planning process: this will focus on the planning experience of the lead application and Co-Applicant (if any), to lead a comprehensive neighborhood planning process should a Choice Neighborhood planning grant be awarded.	$49,973

EJP will be responsible for drafting all exhibits and selected attachments (based on information and data provided by the City of Oxnard, OHA, and other partners) and ensuring their compliance with the NOFO). To coordinate and ensure all components of the application proceed forward on a timely basis, EJP will facilitate weekly team calls among City of Oxnard, OHA, and other necessary parties. These calls are also an opportunity for the team to check-in and discuss any changes, issues, or challenges that may impact the application. It is EJP's standard goal to have the entire Choice Planning Grant application ready for upload to grant.gov at least two days prior to the due date. EJP assumes that the Lead Applicant will upload the final application using it's grants.gov account.	

Phase III – Choice Neighborhoods Planning Coordinator Tasks	
	Cost
Choice Neighborhoods Planning Grants require the development of a Transformation Plan that addresses key neighborhood assets in a comprehensive manner: ○ Developmental assets (e.g. educational institutions, early learning centers and health resources) ○ Commercial assets (e.g. labor force and retail establishments) ○ Recreational assets (e.g. parks, open space, art orgs, restaurants, movie theaters, athletics) ○ Physical assets (e.g. housing, commercial buildings, roads) ○ Social/intangible assets (e.g. public safety, community engagement) As the Planning Coordinator, EJP will manage the day-to-day activities of planning team members to ensure the planning process is coordinated and collaborative, and results in the development of an impactful and feasible Transformation Plan for the target housing site and the surrounding neighborhood. The following outlines the projected planning process and the tasks that we believe will be essential to complete the scope of work. <u>Project Management and Coordination</u> 1. Kick Off. EJP will schedule a kick-off meeting with City of Oxnard and the Oxnard Housing Authority {Core Planning Team) and any other key stakeholders and participants. This meeting will be used to review the schedule and deliverables, planning structure, and tasks and responsibilities. We will also determine a schedule for ongoing regular team conference calls with the Core Planning Team and the EJP Team. EJP will produce a final schedule, workplan, and responsibility matrix after the meeting that meets all agreed upon timeframes and milestones. To the extent that final tasks radically deviate from this proposal, EJP will work with the Core Planning Team to update the budget to correspond to the final workplan. The full EJP Team will participate in this kickoff meeting.	$683,961

2. On-going Project Management. EJP will facilitate bi-weekly project team calls with the EJP Team and the Core Planning Team, circulating an agenda in advance of each call and sending out call minutes/to-do lists after each call. EJP will also be available to provide briefings to City Council, Boards, and others, as necessary. For costing purposes, we assume board briefings will occur during planned site visits as further described herein.
3. HUD interface. EJP will participate in bi-monthly calls with the HUD grant management team, and other calls as needed. EJP will also assist in submitting required reports to HUD including but not limited to budget, schedules, and quarterly reports.
4. Site and Neighborhood Tour. The EJP Team will complete a site and neighborhood tour.
5. Developer Procurement. The Oxnard Housing Authority will need to procure a developer for the housing component of the Transformation Plan prior to the end of the planning grant. EJP will work with City and the OHA to determine timing for selection and recommend criteria for selecting a lead developer in compliance with HUD procurement rules. Depending upon when the procurement happens, EJP can integrate the developer into the planning team to serve as the Housing Lead in the Transformation Plan. EJP will work closely with the developer and review their proposed approach and financing to ensure the City, OHA, and the project's interests are protected.
6. Procure other team members. If requested, EJP can assist the City and OHA to procure other team members including mixed-finance legal services, case management contractor, relocation contractor, database systems, etc. The extent of the additional procurements will be determined during the planning process.

Implement a Comprehensive Resident and Community Engagement Process

Successful planning efforts rely upon the meaningful involvement of residents, civic leaders, and other stakeholders representing public, non-profit, and private sectors. These community stakeholders are an essential source of information regarding needs and assets of the community, of creative solutions for addressing prioritized needs, and of both financial and in-kind resources to ensure long-term sustainability of transformation efforts. The EJP Team will collaborate with the City of Oxnard on the implementation of a multi-faceted community engagement process. We will work together to utilize a broad array of tools to elicit community feedback and dialogue, and to make a lasting impact.

The EJP Team will facilitate key meetings, develop agendas, and background materials, provide technical information and national best practices to support decision-making, and assist with preparing reports and recommendations. We may use tools like high-quality visual communications and non-traditional product formats, experiential design, community conversations and 'family tables', civic technology, online portals, and websites.

EJP will review the proposed process as well as identify participants with the Core Planning Team to ensure that it remains applicable and appropriate. Regardless of the final planning structure, EJP recognizes that sometimes what is intended does not always play out in practice. Therefore, the resident and community engagement process will be continually

monitored throughout the planning period to allow for shifts, adaptations, and changes to ensure that it is responsive to the community's needs. The engagement structure described below is based on our understanding of the RFP and experience on similar planning efforts.

1. Steering Committee. In our experience, it is helpful to create a steering committee comprised of resident and community leaders to provide input throughout the development of the Transformation Plan. EJP will meet with the Steering Committee during the planning process to discuss the status of the planning effort, review information, identify any challenges or concerns, provide updates on the direction of the plan itself, and share any topics/issues that require input from the Steering Committee. These meetings are assumed to be either virtual or coincide with site visits for the larger Community Meetings discussed later in this section.

2. Working Groups. In our experience, it is sometimes necessary to organize discussions around specific topics - open space, crime and safety, economic/ commercial development, public art, housing, etc. to enlist the expertise and support of key stakeholders in the community, including targeted housing and neighborhood residents. In addition, we find smaller discussions can improve opportunities for less vocal thought leaders to be heard. During these conversations, we can more closely analyze the specific needs associated with select topics and propose solutions to overcome historic obstacles to meaningful and sustainable change in the past. The meeting schedule for this task will depend upon where in the planning process we are but will generally overlap with other key discussions. Some will be formal, and others will be informal, with an emphasis on meeting stakeholders where they are.

3. Target Housing Residents. Residents of the target housing site will be most directly impacted by the Transformation Plan. EJPwill work with the City of Oxnard and OHA to outline a process of meaningful engagement of residents. The terms and approach to planning and redevelopment are often new to most residents. Therefore, resident capacity building is essential to enable them to meaningfully engage in the planning process. This includes not only training on mixed-income communities, how to read plans, and the importance of designing 'green' and energy efficient housing, but may also include community organizing, public speaking, and other similar skills. EJP will work with the Core Planning Team, guided by resident input, to establish the most appropriate resident capacity building approach and identify who can deliver these services.

4. Community workshops/charrettes. These public forums will be scheduled at key points in the planning process to provide information and seek broad public input on the Transformation Plan as it develops. These progressive meetings will vary in content and approach depending upon stage in the planning process but will be designed to provide venues for attendees to share information, thoughts, and feedback, whether via small group discussions, open houses, interactive exercises, or pop-up meetings. Proposed workshops and timing are discussed in greater detail in the next section and will be further refined in consultation with the Core Planning Team. These workshops may include:

- Community Workshop #1: Tell Us About Your Community. This is an opportunity to share information about timing, expectations, and anticipated outcomes, begin data collection, and get the "community vibe".
- Community Workshop #2: Past, Present and Future of Your Community. This meeting would occur towards the end of the needs assessment phase of the work and be designed to share information collected about the existing conditions physically and socially - collected from resident surveys, stakeholder interviews, on-the-ground observations, and third-party data - and confirm the analysis/interpretation of the data with the community, setting the stage for conversations about the preferred future.
- Community Workshop #3: Housing and Neighborhood Design Charrette. This charrette-like meeting will focus on alternatives that will inform the basis of the plan. While a major emphasis will be on the physical environment, it will be important to ensure we solicit input on "people" - their dreams and aspirations.
- Community Workshop #4: Preliminary Housing and Neighborhood Options. Based on the input from Workshop #3, the housing and neighborhood designs will be refined for additional review, discussion, and input. Programmatic information about relocation, equity, and possible human capital investments to improve resident outcomes will also be shared for responsiveness and adequacy.
- Community Workshop #5: Draft Transformation Plan. This workshop will focus on the comprehensive draft Transformation Plan (as informed by input from the previous workshops) and identify the key initiatives for change.
- Community Workshop #6: Final Plan, Next Steps, and Community Celebration. This workshop will focus on presentation of the final plan, including schedule for implementation, action items, responsible implementing agencies, and financial resources. In addition, this workshop celebrates the completion of the plan, and forecasts what else is coming down the pipeline.

For each workshop, EJP will work with the Core Planning Team to determine what supports are needed to reduce barriers and encourage participation, which may include transportation, translation, childcare (or activities that engage children in the planning process), food, etc.

5. Outreach and Information Dissemination. EJP will work with the Core Planning Team to run an open and transparent planning process; keep residents and the community informed; and provide a range of opportunities for participation and input. Given the key role effective and timely information sharing can have on the success of a planning effort, EJP will collaborate with the Core Planning Team to craft/refine a Communications Plan that identifies modality, frequency, and responsibility for the planning process. EJP is prepared to assist the City of Oxnard with the establishment of a project-specific website and develop content for the website as well as social media or other communications platforms. However, the cost for a subscription to website building services is not included in our fee proposal. EJP will establish a system for electronic sharing of project information between key stakeholders via a mutually agreed upon platform.

Transformation Plan Development

EJP's approach to the planning process is grounded in the belief that you must know where you have been and where you are today to be able to articulate where you want to go and what you need to do to be able to get there. Mirroring this approach, we visualize the planning process broken into four stages: Assessment, Visioning, Strategy Development, and Implementation.

Stage 1: Assessment of Existing Conditions and Needs (Months 1-6)

EJP will oversee a comprehensive needs assessment that will form the basis for the creation of a needs-based, asset-driven Transformation Plan. All the assessments below will be compiled into a summary for the community. Specific assessments include the following:

1. Resident Survey. A household level survey is critical to gathering information to help identify preferences for replacement units, relocation needs, neighborhood assets and challenges, existing services utilization and gaps, and key health and education needs for all residents.

   Starting with a well-tested resident survey instrument designed by EJP, the survey will be reviewed and discussed with the Core Planning Team for refinement and tailoring. EJP will work with the Core Planning Team to determine the most effective and expedient survey deployment methods for this community and oversight responsibility. On previous efforts, approaches have ranged from in-person surveying by housing authority and/or city staff, trained Section 3 workers, or local non-profit organizations; and self-administration either on-line or hard copy; to hosting of survey parties to collect responses. EJP will analyze the survey data and provide a summary report along with detailed tables. Our cost proposal excludes the cost of administering the survey locally, but we are happy to add this task if requested.

   There are also opportunities to conduct additional surveys depending upon the context. For example, in other communities, surveys of neighborhood residents, local employees, and business owners have been undertaken. The need for these or other relevant surveys will be determined in conjunction with the Core Planning Team. The cost for additional surveys is excluded from our fee.

2. Stakeholder Interviews, Focus Groups and Creative Conversations. EJP has found that direct communication with key stakeholders offers a window into different perspectives that can be very valuable during the design and implementation of a new planning process. EJP will work with local partners to identify constituents who are representative of the community as a whole and willing to share their thoughts and priorities early in the process. Once identified, we will conduct up to 25 one-on-one interviews and where appropriate, smaller focus groups/ community conversations. The intent is to gain insight from those most involved in the

community and thereby educate the EJP Team about local conflicts, concerns, issues, and opportunities.

3. Neighborhood and Housing Assessment. This analysis will document the baseline conditions with greatest impact on the Transformation Plan including land use patterns, zoning, building conditions and vacancies, flood zones, infrastructure needs, property ownership, crime and code violations, transportation, environmental issues, and demographics/socioeconomic status. This analysis will also include a review of any existing plans and studies and the implications they have for the community. Additional data points include identification of public/private institutions and amenities including banks, health clinics, grocery/drug stores; transportation to key services and labor markets; childcare and educational facilities from cradle through college; anchor institutions; existing housing in the neighborhood, its condition and income mix; parks and recreation opportunities; etc. This information will be represented graphically and in written form. We will also rely on a recent Physical Needs Assessment that we assume OHA has already procured. This activity is not included in our fee proposal but can be added at City of Oxnard's discretion.

4. Market Study. Per the RFP, EJP will conduct a residential market study. Should the City of Oxnard be interested in conducting an additional commercial market study to better understand the economic development opportunities in the neighborhood, EJP can coordinate this optional activity. However, the cost is excluded from our fee.

5. Funding Inventory. EJP will provide a review of federal, state, and local funding opportunities that can be leveraged for the Transformation Plan. Key opportunities to be explored include programs for green and energy-efficient development; transit-oriented development; crime prevention; workforce development; etc. EJP will help to identify potential sources of public and private funds for the proposed rental units, for-sale units, economic development, and non-residential facilities including, but not limited to LIHTC, historic tax credits, CDBG, HOME, TIF, municipal capital funds, affordable first mortgage products, down payment/ closing cost assistance programs, tax-exempt bonds, etc.

6. Other Assessments/Consultation. A Phase I environmental assessment is not included in our cost proposal. In addition to being a required grant activity, we have found it useful to determine the potential and extent of any needed environmental remediation and consultation with the State Historic Preservation Officer to determine the potential for negative effects of demolition if the targeted property is 45 years of age or older. The EJP team will review any existing OHA-commissioned environmental studies, and we assume that OHA will take the lead on these two activities. EJP will provide guidance as needed. Additionally, as the assessment work proceeds, the need for other studies might arise (e.g. parking, water/sewer capacity, traffic counts). These would be discussed and agreed upon in consultation with the Core Planning Team, but none are currently assumed under EJP's scope of work.

7. Existing Conditions Presentation. This presentation is a compilation of all the needs assessments completed, along with supplementary third-party data (e.g. Census Bureau, Center for Disease Control, Occupancy and Wait List) as needed to provide a comprehensive picture of the community. The presentation will provide a thorough analysis of the information collected, identify key needs, service gaps, and other priority issues and concerns. The presentation will also identify community strengths, assets, and resources - whether physical, service-oriented, or organizational- that can serve as a basis for growth, investment, and improvement. The findings of the presentation will serve as the foundation for developing the various components of the Transformation Plan.

Community Workshops - Assessment Stage

It is anticipated that one community workshop would occur during this stage:

- Community Workshop #1: Tell Us About Your Community. Using interactive exercises, participants will be encouraged to share their current perspective on the community. Some possible topics could be what they consider to be the "good", the "bad" and the "ugly" about the community; how they move through the neighborhood and to points beyond; or what they like the most/least about where they live. This workshop can also provide an opportunity to solicit interest in working group/focus group participation or other community engagement venues.

Stage 2: Visioning (Months 7-9). The work in the Visioning stage establishes the foundation from which the substance of the Transformation Plan will evolve.

1. Vision, Goals and Guiding Principles. Building from the public outreach, engagement and the data inventory, a draft vision statement, goals, plus guiding principles will be developed for review and confirmation by the Core Planning Team, residents, and other key stakeholders. The vision articulates what the preferred future is, the goals describe what it means to achieve the vision, and the guiding principles serve as a litmus test against which all subsequent strategies are assessed.

2. Best Practices. Based on the needs of the community as identified during the assessment stage, EJP will identify a toolkit of programs, initiatives, and interventions. Best practices will focus on information from other comparable localities that have had measurable success in planning for and sustaining community transformations - at the people, housing, and neighborhood levels.

3. Branding and Marketing Materials. To help residents and stakeholders readily identify with the planning initiative, often the planning process is branded with a logo and/or slogan that resonates with the community. For example, in Los Angeles, their plan was rebranded as the "One San Pedro Transformation Plan"; in Phoenix, "One Vision Plan: Our Voices, One Vision;" in Gary, "Blueprint for Change;" and in Louisville,

"Vision Russell: A Roadmap for the Future..." We will work with the Core Planning Team to develop marketing materials during the planning effort to graphically entice involvement of the public and clearly announce upcoming events. A logo, postcards, posters, flyers, t-shirts, and other materials for press releases will tie the effort together and communicate clear and easily identifiable messages about the plan. Often, the marketing materials that emerge from the planning process become the foundation for a broader repositioning of a community's brand after the plan is complete.

Community Workshops - Visioning Stage

It is anticipated that one community workshop would occur during this stage:

Community Workshop #2: Past, Present and Future of Your Community
This meeting would occur at the end of the assessment/beginning of the visioning phase and be designed to share information compiled about the existing conditions physically and socially - collected from resident surveys, creative conversations, stakeholder interviews, on-the-ground observations, and third- party data - and confirm the analysis with the community, setting the stage for conversations about what is the preferred future. The meeting format will be interactive, enabling participants to ask questions and provide input. Participants will be asked to discuss the needs assessment, identify additional obstacles to neighborhood revitalization, and articulate their own vision for the future.

Stage 3: Strategy Development (Months 10-14)
After completing the work to determine where the community is today and where the community wants to be, work on the "how" begins, with the output being a comprehensive Transformation Plan grounded in local strengths, assets, resources and needs. The strategy development process is based on working group meetings, technical planning studies, and input from the community workshops, resident and community engagement activities, creative conversations, visioning exercises, and surveys.

1. Housing. The work on the Housing Plan will begin with an exploration of OHA and community housing goals to arrive at a preliminary housing program within which a one-for-one replacement requirement is met, preferably with a blend of other affordable and market-rate, rental, and homeownership, if possible. The housing plan will not only look at opportunities within the neighborhood, but by necessity will look further afield for the possibility of land acquisition and/or partnerships with others. This will be used as the basis for the creation of site design and development alternatives that present different opportunities for replacement housing and the reuse of vacant and underutilized land. A set of conceptual master plan alternatives will complement the housing schemes with public realm improvements that support connectivity and quality of life and aligns with the community's vision. The housing plan will include conceptual floor plans and elevations for the mixed-income replacement housing as well as additional opportunities for infill housing, if appropriate. The unit types and sizes will be tied to the site plan alternatives,

incorporate state-of-the-art 'green' technology and sustainable design methods to maximize energy efficiency and create a healthy living environment, and will reflect the housing market preferences and demand as identified by a market analysis. EJP will also provide guidance on strategies to minimize disruption to residents, including a recommended phasing strategy. EJP will also draw from extensive relocation experience to develop strategies to minimize the adverse effects on residents. 2. Neighborhood. This task will drill down on specific improvements for the target neighborhood, and opportunities for economic development, infrastructure improvements, greater open space, improved connectivity, pedestrian mobility, community building, public safety, quality of life, etc. The plan will focus on immediate actions as well as activities that may occur over a longer period. A key focus will be on linking neighborhood improvement strategies and Early Action Activities to housing and services to ensure seamless integration, alignment with current and planned initiatives, and financial feasibility. 3. People. EJP will work with the Core Planning Team to identify detailed strategies to help residents achieve better health, economic and education outcomes. The framework for the supportive services plan will address income and employment, health and wellness, and education and youth. Regarding education, we will seek to outline a continuum of high-quality learning programs and services for children from early childhood to post- secondary/career. This work will include identifying existing service providers and facilities for key programs; proposing new programs based on gap analysis; identifying key partnerships; and developing the strategy for ensuring long-term sustainability. 4. Connect Planning Activities to City, County, and Regional Efforts. Linking to what is happening locally and regionally, broadens the partnership network, provides greater access to housing opportunities, services, and jobs, and ensures alignment with and leveraging of current and planned investments. 5. Early Action Activity. EJP will work with the City of Oxnard, OHA, and residents to determine a process to identify opportunities and finalize selection of "Doing While Planning" activities that address a priority need, build resident engagement, catalyze positive change within the budget and time constraints imposed by the grant. EJP will support the City of Oxnard in the development of a written Early Action Activity proposal to HUD for the selected activities. 6. Prepare draft Transformation Plan. EJP will be responsible for taking the work completed in this stage and drafting a cohesive and comprehensive Transformation Plan that resonates with the community and is reflective of their vision. This draft Plan will focus on describing the context, sharing the vision, and describing the goals and catalytic strategies along with the physical master plan that will move the community towards its preferred future. EJP will ensure that the draft plan and in	

particular, the housing component of the plan, addresses key requirements of the Choice Neighborhoods Implementation Grant and furthers HUD's priorities of promoting Environmental Justice, Climate Resiliency and Affirmatively Furthering Fair Housing. This includes recommending activities that could be funded as "Critical Community Improvements." EJP's approach is to ensure that the Transformation Plan is financially feasible and can be implemented. Community Workshops - Strategy Development Stage It is anticipated that three community workshops would occur during this stage: Community Workshop #3: Visioning and Design Charrette This charrette-like meeting will focus on housing and neighborhood design alternatives informed by the preliminary housing program. What sites are available for housing development? What are appropriate densities and housing typologies for the various replacement sites? What is the income and unit mix? This meeting will also review initial vision statements and guiding principles based upon the input from the last workshop. Community Workshop #4: Preliminary Housing and Neighborhood Options Based on input from Workshop #3, the housing and neighborhood designs will be refined for additional review, discussion, and input. Programmatic information about possible services/relocation investments to improve resident outcomes will also be shared for responsiveness and adequacy. Community Workshop #5: The Draft Transformation Plan This workshop will focus on the comprehensive draft Transformation Plan (as informed by input from the previous workshops) and identify the key initiatives for change, which will include the preferred housing and neighborhood designs, housing program (ensuring one-for-one replacement), and human capital program. Stage 4: Implementation & Action Plan - (Month 15-20) Once the draft Transformation Plan has been adopted by the Core Planning Team, residents and local stakeholders, the focus turns towards implementation, including who, when, and how. Key tasks include: 1. Develop a Detailed Action Plan. EJP will outline a detailed action plan, identify implementing agency/entity, and prepare a detailed schedule for implementation. This action plan will include a process for coordinating and integrating various initiatives, with continued community involvement and engagement. It will also include incremental actionable items, starting with the Early Action Activities, which could be implemented without being dependent on the award of a Choice Neighborhoods Implementation grant.	

2. Develop a Financing Plan. The EJP Team will prepare cost estimates that will be used to develop the overall financing plan. We will also outline a proposed implementation schedule that assumes the developer will be responsible for securing firm commitments and financing to implement the housing component. We assume the City will be a partner in funding of the overall Transformation Plan, along with OHA and members of the philanthropic community. 3. Finalize the Transformation Plan. Once feedback is received on the draft Transformation Plan, the EJP Team will prepare a final Transformation Plan. We will submit a print-ready final copy electronically. No printing costs are assumed in our fee. Community Workshops - Implementation Stage It is anticipated that one community workshop would occur during this stage: Community Workshop #6: Community Celebration Either prior to or immediately after the final Transformation Plan has been completed, this workshop would be a celebration of the completion of the plan and early accomplishments, along with a focus on next steps including schedule for implementation, priority action items, responsible implementing agencies, and financial resources. If requested, EJP can brief members of City Council, the OHA Board, and others, as needed, during this final site visit.	

EXHIBIT B AS OF DECEMBER 23, 2024

RATES AND COSTS

Phase I - Pre-Application and Feasibility Assessment Fee - $24,740

Phase II – Choice Neighborhoods Planning Grant Application Fee - $49,973

Phase III - Choice Neighborhoods Planning Coordinator Tasks - $683,961

TOTAL CONTRACT AMOUNT: $758,674

Both parties have agreed to a firm fixed fee, inclusive if all costs (professional labor, travel productions, survey software and other direct costs).

EJP will bill the Authority based on a percent complete basis, accompanied by a written progress report. EJP will bill monthly based on percentage completion, submitting invoices at the end of each month. Payment are due net of 30 days from date of invoice. Payments not received in full within 30 days following the date of invoice will incur finance charges at the rate of 1% per month on the amount outstanding until actual receipt of payment by EJP.

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CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3

DATE: February 4, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Public Project Agreement 32500358 with At Your Service Construction & Energy, Inc., for Restroom Improvement Project - College Estates Park, Specification No. PW 23-28.

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $458,160 in Project funds for the Restroom Improvement Project - College Estates Park, Specification No. PW 23-28;
2. The Mayor to Execute an Agreement with At Your Service Construction & Energy, Inc. in the amount of $381,800 and a Project contingency amount of $38,180 (10%) for a total not to exceed contract value of $419,980 for the Project; and
3. A Project allocation amount of $38,180 (10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

BACKGROUND

On September 1, 2020, the City Council adopted the prefabricated automated restroom from Exeloo Corporation ("Exeloo") as the standard park restroom for future park capital improvement projects. In the 2020 staff report, it was outlined that these Exeloo restrooms were selected because they provided mitigation to vandalism and a means to address recurring maintenance at the staffing and funding level in the Parks budget in 2020. The Exeloos also have programmable features for scheduled self-cleaning and automatic doors that are scheduled for locking and unlocking according to park operating hours. Five of these restrooms have been purchased and two have been installed at Community Center Park East and Pleasant Valley Park.

During the past months, staff has tracked and recorded the amount of vandalism and graffiti that occurs at the newly installed Exeloo restrooms. Staff has found that these restrooms receive roughly the same volume of damage that is comparable to other non-Exeloo park restrooms. Therefore, the reported graffiti and vandal mitigation does not provide a significant operational cost benefit. So far the costs are slightly higher than average because of the damage to the automation and other technologies. Additionally, the self-cleaning features of the Exeloo restrooms are only for sanitizing the facility. Therefore, they still require daily janitorial services for overall cleaning, trash disposal, and stocking restroom supplies. Staff will continue to monitor the newly installed Exeloos for the reported benefits and make a future recommendation on continuing to use it as the only prefabricated restroom for City parks moving forward.

Exeloo restrooms are partially assembled in a factory environment and transported to the site, they are ready for installation, which can reduce on-site construction costs and public disruption.

This project is for the installation of a prefabricated Exeloo restroom at College Estates Park to replace the previous restroom that was destroyed in a fire in November 2019. The Project scope includes the installation of the pre-purchased

Exeloo restroom modular building atop a site-built concrete foundation. Concrete work, grading and drainage improvements, utility connections, and minor landscape improvements are all within the scope of the installation. Installation will also include pick-up and drop-off of the Exeloo restroom from the City Yard where the unit is currently stored.

Capital Improvement Program (CIP) Reference:

Project No. **C2305** – Public Restroom Improvements - CIP 2025-2029 - Adopted June 4, 2024 – Page 53.

DISCUSSION

The Notice Inviting Formal Bids (NIFB) on the Project was published on October 31, 2024, both online and in the local newspaper. Additionally, the NIFB was posted on multiple planroom platforms, including the City's website, and distributed directly to 30 contractors who have registered with the City to be notified of Public Project bids within their license category. All bids were due and opened on December 5, 2024. The City received the following bids:

At Your Service Construction & Energy, Inc.: $381,800.00
Zuma Construction Group, Inc.: $543,999.00
Ardalan Construction Company, Inc.: $589,900.00

The lowest bidder is At Your Service Construction & Energy, Inc. (AYSC&E) and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from AYSC&E and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to AYSC&E.

In addition to the project award amount of $381,800, Staff recommends authorizing $76,360 for the project, which includes $38,180 for project contingency (10% of the contract cost) and $38,180 for the cost for engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, materials testing, survey, and project management. These recommendations bring the total estimated cost of the project to $458,160.

The work is tentatively scheduled to begin in March 2025 and continue into the Summer 2025 (70 working days), absent any delays due to supply chain issues, unforeseen site conditions, or weather. Staff will post notices within the park and on social media to keep the residents informed of the project schedule.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The total cost for this Project is $458,160 which includes the construction agreement, contingency and project allocation. The Public Restroom Improvement Project (C2305) is funded by the General Fund ($1.5 million) and Measure O ($1 million) funds with a total project budget allocation of approximately $2.5 million in FY 2024-25. There are sufficient budget appropriations to fund this Project.

The cost to maintain the new Exceloo restroom at College Estates Park is contained in the new janitorial agreement with Premier Property Preservation, LLC. The daily cost will be $17.00 ($6,205 annually) for the cleaning and closing of the restroom. These services will commence once the project is finalized with a Notice of Completion. Funding for the annual janitorial services will be included in the Parks Division FY 2025-26 budget request. Please note that this park had a restroom and the cost to maintain the previous restroom was included in prior Parks' operating budgets.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Morgan Kessler, City Engineer, Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32500358 AYS
2. C2305_Public Restroom Improvement_Budget Tracking
3. September 1, 2020 Staff Report

CONSTRUCTION CONTRACT FOR PUBLIC RESTROOM IMPROVEMENTS - COLLEGE ESTATE PARK PROJECT SPECIFICATION NO. PW 23-28 BY AND BETWEEN THE CITY OF OXNARD AND AT YOUR SERVICE CONSTRUCTION & ENERGY, INC.

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and AT YOUR SERVICE CONSTRUCTION & ENERGY, INC. ("Contractor"). Contractor's license number is 330423. The City and Contractor are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the City requires construction of the PUBLIC RESTROOM IMPROVEMENTS - COLLEGE ESTATE PARK PROJECT as more fully described in the bid package issued by the City for SPECIFICATION NO. PW 23-28 (the "Project"); and

WHEREAS, on October 31, 2024, the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

WHEREAS, Contractor is a duly organized corporation in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, at its meeting held on _____, the Oxnard City Council duly accepted Contractor's Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid, the City desires to retain Contractor to perform the construction Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference, as though set forth herein.

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contact

Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:

1. Contract and its attached Exhibits, subject to the limitations in Sections 10 ("Prevailing Wage") and 24 ("Ambiguities") with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
2. Change Orders issued and approved by the City;
3. Regulatory Permits from other agencies specified in Appendices A and B of the bid package or as may otherwise be required by law;
4. Bid Addenda issued by the City;
5. Notice Inviting Bids and Instructions to Bidders;
6. Plans
7. Special Provisions
8. General Provisions
9. Appendices
10. Bid Forms and attachment thereto;
11. Performance Bond;
12. Payment Bond.

3. CONTRACTOR'S OBLIGATIONS

A. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the "Project Manager").

B. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

C. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.

D. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor,

without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.

F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.

1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

A. The Contractor shall possess a valid Class A or B Contractor's license issued by California State Contractors License Board.

B. If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty License Classification C-31.

C. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.

D. The Contractor will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE; PAYMENT AND RETENTION

A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor THREE HUNDRED EIGHTY ONE THOUSAND EIGHT HUNDRED DOLLARS ($381,800.00), (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.

B. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of seventy (70) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.

B. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time.

Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

C. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.

1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).

B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars ($375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.

1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).

C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:

1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.
4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.

5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.

B. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

C. Upon such termination, the Contractor will be paid without duplication for:

1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
3. Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Contractor. If the Contractor fails to submit a proposal, the City may determine the amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount it determines is reasonable. If the Contractor disagrees with the amount determined by the City as being reasonable, the Contractor shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

D. Contractor shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 7.

9. TERMINATION FOR CONTRACTOR'S DEFAULT

A. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:

1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
4. fails to prosecute the Work according to the schedule approved by the Engineer,
5. disregards laws or regulations of any public body having jurisdiction, or
6. commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Contractor, the City, and the Surety shall be transmitted in accordance with Section 25 ("NOTICES") of this Contract.

B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:

1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;

C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

10. PREVAILING WAGE

A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: http://www.dir.ca.gov/DLSR/PWD. Contractor and all Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.

B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 10 and the provisions of Exhibit "A", the terms of this Section 10 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Bid Proposal conflicting with the requirements of this Section 10.

C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct; and

   b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of $100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.

E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.

F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.

G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:

1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars ($200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars ($25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of five hundred dollars ($500) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

Contractor shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses, including a City business license, shall be held or obtained by the Contractor at its sole expense and prior to commencing any Work hereunder.

13. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for

workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

14. INSURANCE

Contractor shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in INS-E attached as Exhibit B to this Contract.

15. [RESERVED]

16. TIME OF THE ESSENCE

Time is of the essence in the performance of this Contract.

17. INDEMNIFICATION

A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:

1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;
3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents, volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed

officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;

4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.

B. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

18. THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Project; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

19. CONFLICTS OF INTEREST

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.”

20. REPORTS; BOOKS AND RECORDS; AUDIT

A. Upon request by the Project Manager, Contractor shall prepare and submit reports concerning Contractor's performance of the Work required by this Contract.

B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.

C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager shall have full and free access to such books and records at all reasonable times,

including the right to inspect, copy, audit, and make records and transcripts from such records.

D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

A. The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

B. For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

22. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument signed by both Parties.

23. ENTIRE AGREEMENT

A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.

B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.

C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract. Notwithstanding the foregoing, the Parties agree that Exhibit "A" is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and Exhibit "A", the terms of this Contract shall control and nothing set forth in Exhibit "A" shall be deemed to supersede any of the provisions of this Contract.

25. NOTICES

A. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

TO CITY: Public Works Department
305 W. Third Street, Third Floor
Oxnard, CA 93030

TO CONTRACTOR: At Your Service Construction & Energy, Inc.
5658 Cahill Avenue
Tarzana, CA 91356

Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

B. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

27. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

28. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment Bond (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (a) the expiration of the one-year guarantee period; or (b) one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

30. CAPTIONS AND HEADINGS

The captions and headings contained in this Contract are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

31. OWNERSHIP OF DOCUMENTS

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

32. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the City.

33. GENDER; PLURAL

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

34. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

35. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

36. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

37. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in Ventura County, California.

38. EFFECTIVENESS OF CONTRACT

This Contract shall not be binding upon the City until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager and as to form by the City Attorney, and executed by the authorized City personnel or the Mayor.

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

40. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

41. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

42. COUNTERPARTS

This Contract may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

44. ATTORNEY'S FEES

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

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

CITY OF OXNARD

X Luis Mc Arthur, Mayor[1] Date
☐ Purchasing Agent

ATTEST:

Lourdes A. López Date
City Clerk (only if Mayor signs)

APPROVED AS TO FORM:

Stephen Fischer Date
City Attorney

AT YOUR SERVICE CONSTRUCTION & ENERGY, INC.

Moshe Yosef, CEO [2] Date

Yasmin Yosef, Secretary Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000. The Purchasing Agent may execute any authorized agreement up to $200,000.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBITS

Exhibit A: **Contractors Bid Proposal**

Exhibit B: **Form INS-E: Insurance Requirements**

Exhibit C: **[RESERVED]**

Exhibit D: **[RESERVED]**

Exhibit E: **[RESERVED]**

Exhibit F: **[RESERVED]**

EXHIBIT G: **Grant of Non-Exclusive Right of Entry Agreement**

Bonds

The corresponding exhibits and forms contained within follow.

BID SCHEDULE

PUBLIC RESTROOM IMPROVEMENTS - COLLEGE ESTATE PARK PROJECT
SPECIFICATION NO. PW 23-28

Bidder's Company Name: At Your Service Construction & Energy Inc

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby declares they have carefully examined the locations of the proposed work, the Plans, the Special Provisions, Bid Item Descriptions, and Contract documents; and hereby proposes to furnish all labor, materials, tools, equipment, supplies and incidentals required to complete the work. All of the aforementioned shall be done in accordance with said Plans, Special Provisions, and other Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Mobilization/Demobilization (no greater than 5% of Total Bid Price)	1000-3	LS	1		$ $15,000.00
2.	Stormwater Pollution Prevention Plan or SW-1	1001-3	LS	1		$ $15,000.00
3.	Temporary Fencing and Protection	1002-4	LS	1		$ $5,000.00
4.	Traffic Control, Postings, and Notifications	1003-4	LS	1		$ $5,000.00
5.	Grading and Compaction	1004-4	LS	1		$ $25,000.00
6.	Concrete Removals	1005.4	SF	1700	$ 9.00	$ $15,300.00
7.	Miscellaneous Removals	1006.4	LS	1		$ $5,000.00
8.	Existing Building Removal	1007.4	LS	1		$ $10,000.00
9.	Water Line Installation	1008-4	LS	1		$ $15,000.00
10.	Sewer/Drain Line Installation	1009-4	LS	1		$ $15,000.00

11.	Concrete Work	1010-4	CY	29	$1,500	$ $43,500.00
12.1	Prefabricated Restroom Building Site Preparation	1011-4.1	LS	1		$ $35,000.00
12.2	Prefabricated Restroom Building Installation	1011-4.2	LS	1		$ $45,000.00
13.	Drinking Fountain with Bottle Filling Station	1012-4	LS	1		$ $5,000.00
14.	Trash Receptacle	1013-4	LS	1		$ $15,000.00
15.	Fold Down Bollards	1014-4	LS	1		$ $8,000.00
16.	Electrical Work Complete	1015-1.21	LS	1		$ $35,000.00
17.	Irrigation System	1022-4	LS	1		$ $40,000.00
18.	Lawn Planting	1023-4	LS	1		$ $25,000.00
19.	Landscape Maintenance	1024-4	LS	1		$ $5,000.00
					TOTAL BID PRICE:	$ $381,800.00

TOTAL BID PRICE IN DIGITS: $ 381,800.00

TOTAL BID PRICE IN WORDS: Three Hundred Eighty One Thousand and Eight Hundred Dollars

Bidder's Company Name: At Your Service Construction & Energy Inc

Signature: Moshe Yosef

Title: President

Print: Moshe Yosef

Date: 12/05/24

EXHIBIT B

FORM INS-E

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITH BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

e. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-E. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-E or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

- ***Certificates of Insurance***

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

- ***Endorsement Forms***

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-E.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $2,000,000 PRODUCTS COMP/OP AGG. $2,000,000 PERSONAL & ADV. INJURY $2,000,000 EACH OCCURRENCE $2,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage $1,000,000 Each consultant/ $500,000 & listed sub-consultant Course of Construction Completed Value of Project

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc. 8520
Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICATE

FOR THE CITY OF OXNARD (the "City")

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE o Included in Limits
o In Addition to Limits

Deductible o Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. o Per Occurrence o Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here o in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
- o COMMERCIAL GENERAL LIABILITY
- o COMPREHENSIVE GENERAL LIABILITY
- o OWNERS & CONTRACTORS PROTECTIVE

o Claims Made
Retroactive Date _____
o Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
o GENERAL		
o PRODUCTS/COMPLETED OPERATIONS		
o PERSONAL & ADVERTISING INJURY		
o FIRE DAMAGE		
o _____		
o _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:
Address:
Telephone: ( )

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   a. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc. 8520
Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

o Broker/Agent o Underwriter o _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE o Included in Limits
o In Addition to Limits

o Deductible o Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. o Per Occurrence o Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here o in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

- o COMMERCIAL AUTO POLICY
- o BUSINESS AUTO POLICY
- o OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

o Broker/Agent o Underwriter o _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT C

RESERVED

EXHIBIT D

RESERVED

EXHIBIT E

RESERVED

EXHIBIT F

RESERVED

AGREEMENT MUST BE SIGNED BY AWARDED CONTRACTOR WHEN STAGING IN THE CITY PROPERTY

EXHIBIT G

GRANT OF NON-EXCLUSIVE RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT BY AND BETWEEN THE CITY OF OXNARD AND _____

THIS RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT (the "Agreement"), is made and entered into by and between the City of Oxnard, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as the "Grantor", and _____, a California corporation, hereinafter referred to as the "Grantee." Grantor and Grantee are sometimes hereinafter referred to individually as "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, the Grantor is the owner of certain properties located in the City of Oxnard, Assessor's Parcel Numbers 221-0-211-015 as more particularly described in Attachment A attached hereto and incorporated herein by this reference (the "Subject Properties"); and

WHEREAS, _____ is planning to secure a temporary non-exclusive right of entry on City of Oxnard property; and

WHEREAS,_____ will procure an agreement with a contractor who will utilize the Subject Properties for staging of construction equipment, materials, office trailer, vehicle parking and portable restrooms with overnight security; and

WHEREAS, In light of the benefits of the_____ and in cooperation with _____, the Grantee is requesting the Grantor to permit the Grantee, its contractor and its representatives, servants, employees, subcontractors and other agents to enter upon the Subject Properties in order to use the Subject Properties, as well as any restoration thereto, in accordance with this Agreement; and

WHEREAS, the Grantor desires to permit the Grantee to enter upon and use the Subject Properties in accordance with the terms of this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. GRANT OF RIGHT OF ENTRY

The Grantor hereby grants the Grantee a temporary non-exclusive right of entry upon the Subject Properties for the purpose of use for working, lay down and staging areas, including the right to locate construction trailers and construction equipment, storing equipment and materials; on the areas shaded in pink and blue on Attachment "A" attached hereto and made a part hereof, hereinafter referred to as "staging area."

Section 2. GRANTEE'S RESPONSIBILITY

The Grantee shall, at its sole expense, perform, or cause to be performed, all of the services associated with installing, maintaining, operating, repairing, and removing any improvements necessary to make the Subject Properties suitable for safe use of Subject Properties, in a manner causing the least amount of interference with the Subject Properties, including, without limitation, taking reasonable precautions to assure the safety of persons and property on the Subject Properties.

The Grantee shall erect and maintain temporary fencing and gates with a locking device to enclose the areas of use, and shall remove such fencing and gates at the end of the term of this agreement.

The Grantee shall comply with all applicable laws, ordinances, and regulations pertaining to its use. Grantee is required under State and local law to re-stabilize any disturbed locations within the area of use in order to control soil erosion and sediment runoff at the conclusion of the use of the Subject Properties by Grantee.

The Grantee shall restore, replace, or repair, as applicable, any of the Grantor's property damaged or destroyed as a result of the Grantee's right of entry on the Subject Properties during the Term of this Agreement.

Section 3. INDEMNIFICATION

The Grantee shall indemnify, defend, and hold harmless the Grantor, and its respective officers, officials, employees, agents, representatives, and assigns from and against any and all actions, suits, proceedings, claims, demands, losses, costs, expenses, and judgments for any injury or damage of any type claimed that may involve the Grantee, its contractor and its representatives, servants, employees, subcontractors and other agents resulting from or arising out of this Agreement, except in the case of Grantor's gross negligence or willful misconduct

Section 4. COMPENSATION [Optional]

Monthly Base Rent. During the Initial Term, Grantee shall pay to Grantor as rent for the Subject Properties, the amount of _____ ($____.00) per month (the "Monthly Base Rent"), for a total amount of _____ ($____.00) as compensation for the Right of Entry use of Subject Properties. If Grantee extends the term of the Agreement, Grantee will pay Grantor Five hundred dollars ($___.00) per month and shall continue thereafter per month or for any portion thereof.

Section 5. TERM

The Term of this Agreement shall commence on _____ __,____ (the "Effective Date") and shall terminate on _____ __, ____ (the "Expiration Date").

However, if the work is not completed by the Expiration Date the right of entry shall be extended for thirty (30) calendar days after the Expiration Date of this Agreement, then Grantee's right to enter the Subject Properties for the purpose of performing the work shall expire on that date (the

“Extended Expiration Date”). A request to postpone the Expiration Date any further than the Extended Expiration Date shall be accompanied by revised proposed scope of services and shall require the prior written approval of the Grantor.

Section 6. TERMINATION OR SUSPENSION

If Grantee is in violation of the terms and conditions set forth herein, this Agreement may be terminated or suspended provided Grantor provides Grantee with written notice of such violation. Grantee shall have thirty (30) calendar days from the date of receiving said written notice of violation, to cure such violation. In the event Grantee fails to cure the violation within the time prescribed herein, Grantor has the right but not the obligation to terminate this agreement at which point Grantee shall remove all of Grantee’s or its contractors equipment materials and fencing, etc. and shall restore the Subject Properties to its original conditions.

Section 7. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both parties.

Section 8. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the Grantor: The City of Oxnard [ATTN] Address

To the Grantee: Contractor [ATTN] Address

b. Notices and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

c. The parties to this Agreement may change their notification addresses from time to time upon written notice to one another.

Section 9. INSURANCE

14. INSURANCE

Grantee shall procure and maintain at its own expense at all times during the period covered by this Agreement the following policies of insurance as approved by the City’s Risk Manager as set forth in INS-X attached.

Section 10. INTERPRETATION

Any rule of construction which states that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

Section 11. WAIVER

a. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective, unless executed in writing and signed by the party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

Section 12. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 13. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

Section 14. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 15. RIGHTS AND REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 16. MUTUAL COOPERATION

The parties hereto agree that they will each cooperate with the other, and shall provide such information and documentation as is reasonably necessary to fulfill the intent of this Agreement, and shall make diligent response to inquiries and requests for information from the other party.

Section 17. VENUE

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable Court of competent jurisdiction in the County of Ventura, California.

Section 18. ATTORNEY'S FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 19. AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

Section 20. COUNTERPARTS

This Agreement may be executed by the parties in counterparts, and when executed by each of the parties, each counterpart shall be deemed to be a part of this Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of _____, 2024.

GRANTOR

The City of Oxnard

By: _____
Public Works Director

Approved as to Form

By: _____
Stephen Fischer
City Attorney

GRANTEE

_____

By: _____
_____

ATTACHMENT A

Parcel Numbers: 221-0-211-015

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____
_____
_____("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as PUBLIC RESTROOM IMPROVEMENTS - COLLEGE ESTATE PARK PROJECT SPECIFICATION NO. PW 23-28.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____Dollars ($_____), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
	By: _____
	Its_____
(Seal)	*(Seal)*

Notes: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____
_____
_____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as PUBLIC RESTROOM IMPROVEMENTS - COLLEGE ESTATE PARK PROJECT SPECIFICATION NO. PW 23-28.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____,
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____ _____Dollars ($_____), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
	By: _____
	Its_____
(Seal)	*(Seal)*

Notes: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Public Restroom Improvements C2305	Construction Contract Award	Authorized Contingency	ESPIM Authorized Funding	Total Project Value	Budget Balance
Starting Budget Balance					$2,403,804.46
College Estates Park Restroom PW 23-28 32500358	$381,800.00	$38,180.00	$38,180.00	$458,160.00	$1,945,644.46

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.12

DATE: September 1, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Automatic Public Toilets as Standard for Future Restroom Projects.

RECOMMENDATION

That the City Council approve and authorize City staff to adopt prefabricated self-cleaning Automatic Public Toilets (APT) as the standard restroom for future park restroom projects. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Public Works Parks Division (Parks) installs and maintains public restrooms in City parks. There are 27 City park restrooms that are funded by the General Fund and 9 restrooms funded by Special Districts. Restroom facility construction ranges from prefabricated buildings to cinder block construction. Maintenance can be labor intensive, time consuming and expensive because of limited staff and the high public demand on these facilities. Parks has two (2) full-time employees dedicated to open, clean and stock the restrooms and Special District contracts restroom maintenance. Restrooms are repaired as needed and cleaned daily; however, their heavy use and misuse by the public makes cleaning difficult. For example, a restroom can be cleaned and become filthy immediately after a single use. Moreover, it is not always possible to keep to an established cleaning schedule since staff is regularly pulled away to address other park concerns. Vandalism and theft are also persistent problems in park restrooms.

DISCUSSION

To better address the recurring maintenance and vandalism issues in park restrooms, the Public Works Department recommends the adoption of a restroom standard that can mitigate these issues for all future public restrooms. The selection must balance Park's staff and the Parks and Recreation and Community Services Commission's desires to have restrooms that are visually appealing, cost-effective to install and easy to clean. The design must also address vagrancy, vandalism and anti-social loitering.

Staff analyzed two (2) types of restroom construction; build-in-place and prefabricated. Staff does not recommend the build-in-place restroom due to the high costs of construction and only focused on prefabricated options because of their lower cost and easy installation. Further research revealed that in addition to being lower cost, prefabricated restrooms are durable and can be put in place fairly quickly since they do not require detailed design plans and costly architectural drawings. The following options were evaluated:

APT Exeloo (prefabricated)	**$214,739**
Public Restroom Company (prefabricated)	**$247,884**
Build-in Place (standard block)	**$448,000**

City staff is recommending that Automatic Public Toilets (APT) be the new standard. Unlike traditional prefabricated restrooms, APTs have a minimal footprint, provide ADA accessibility, and are relatively easy to install and relocate while providing a functional design with intelligent features. They provide an automated wash down system that washes the unit with disinfectant and water spray after every 30 uses and then dries the surfaces with high-pressure fans before becoming available for the next user which meets the County of Ventura cleaning and sanitizing protocol for COVID-19. APT systems also have an electric door operation that can be set to lock the units at night and open them again at a preset time in the morning, saving staff time and resources. The automated system also captures a large amount of statistical data that can be used by staff to optimize their operation.

The APT Exeloo Jupiter 22DD offers the following features and benefits:

- **Custom design –** A wide range of aesthetic options available.
- **Toilets -** Toilets are stainless steel. Toilets come equipped with a toilet seat.
- **Automated sliding doors with time limits –** Limit occupancy to 10-minutes to eliminate homeless residency and improve sidewalk traffic safety.
- **Self-cleaning –** The 5 stage self-washing cycle is activated after 30 uses. The cycle sanitizes, washes, and dries the high traffic and odor areas including the floor and toilet seat. This feature meets the County of Ventura cleaning and sanitizing protocol for Covid-19.
- **Operational efficiency –** Set lock and unlock times reduce the number of cleans throughout the day with self-washing function, and limits consumables with intelligent and automated fixtures.
- **3 in 1 washbasin –** The recessed lavatory provides soap, water, and drying in one compact unit. This design reduces vandalism and discourages use for any purpose other than washing hands.
- **Fully accessible single occupancy cubicle –** Safe and convenient facility for people of all ages and abilities.
- **Minimal footprint –** The Exeloo Jupiter takes up no more space than approximately a 1 car parking space and is delivered fully assembled ready to plug and play minimizing disruption during commissioning.
- **User comfort –** Ceramic tiled interior reduces odor, improves cleaning efficacy, and provides an inviting and pleasant environment.
- **Safety and security –** Different colored lights are positioned on the front of the unit to display the status of the restroom. The lights are designed to increase the ability to monitor from a distance and will indicate the following: Vacant, Occupied, Washing, and Closed.
- **Usability –** With data taken from units around the world the Exeloo Jupiter twin stall has the capability of serving 200-350 people per day. If usage is found to be greater after the unit is installed a third stall can be easily added.

The Public Restroom Company prefabricated restroom has many of the same features as the Exeloo but lacked the following:

- **Automated sliding doors**
- **Self-cleaning**
- **Operational efficiency**
- **3 in 1 washbasin**

Upon comparison of the two (2) prefabricated options, Staff determined that the APT Exeloo product as the best solution for the City. The Exeloo meets the City's performance needs by addressing the following:

1. Maintenance costs and staff time can be reduced by 2/3 that of traditional build in place restrooms.

2. A 10 minute occupancy limit can be programmed to eliminate unwanted activities and vagrancy. Restroom users are warned at 8 minutes, an alarm goes off at 9 minutes and at 10 minutes the automatic doors open. Signs are posted inside and outside the restroom describing the 10 minute occupancy limit.

3. The wash basins are designed with a shallow pan which prevents laundry activities.

4. All components are constructed inside the restroom walls, preventing breakage or theft of soap dispensers, toilet paper and hand dryers. Smooth tile walls allow easy graffiti removal.

5. The design of a 3 inch connection from the toilet to the sewer prevents blockage.

6. The Exeloo can be outfitted with many different types of interior and exterior design elements

7. The automatic wash element keeps the restroom clean and fresh for all users.

Due to the Covid-19 pandemic, the Parks and Recreation and Community Services Commission (Commission) has not met since February 2020. Therefore, an ATP staff report was not presented to the Commission. However, it was shared with the Parks and Community Services Commission Restroom Ad Hoc Committee and they were in agreement with the ATP Exeloo choice. If approved, APT restrooms will be the standard for all future park restroom capital improvement projects.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

The average cost to purchase the Automatic Public Toilets (APT) Exeloo model currently ranges from $197,239 to $214,739, depending on design. The installation cost is separate and to be done by lowest bid on a project by project basis. Funding will be identified at the time of purchase and installation.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on July 28, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Exeloo Jupiter Floorplans

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: February 4, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Trade Service Agreement 32500297 with County First Fire, LLC (dba County Fire Protection) for Fire Extinguisher Services, Specification No. PW 25-46.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with County First Fire, LLC (dba County Fire Protection) for a two-year term from February 5, 2025 to February 4, 2027, for a total contract amount not to exceed $200,000 for fire extinguisher services in various City facilities, vehicles, and equipment.

(As of the date of this City Council agenda being posted, there is not yet an outcome from the January 28, 2025 Public Works and Transportation Committee. Staff is available to answer any questions.)

BACKGROUND

Citywide facilities and vehicles are equipped with fire extinguishers needing annual inspection, servicing, and certification and/or replacement by a licensed and certified portable fire extinguisher contractor. There are over 1,000 hand-held fire extinguishers located throughout the City in public office buildings, repair shops, ancillary buildings, equipment, machinery, fire trucks, and other service vehicles operating throughout the City. Fire extinguishers range from just less than a pound to 30 pounds in size with chemical-based fire suppression agents that are pressurized by compressed air, nitrogen, or carbon dioxide. These fire suppression devices require annual inspections, maintenance, and repairs to ensure regulatory compliance and safeguard public health, safety, the environment, and City property. This service contract allows for the devices to be properly serviced to ensure that the units are operable and ready for use in case of an emergency.

County First Fire, LLC (dba County Fire Protection) has provided fire extinguisher services to the City since 2019. The most recent two-year agreement, valued at $200,000, enabled City staff to determine that the City has been averaging less than $100,000 annually for these services. The trade service agreement was established for a not-to-exceed (NTE) amount of $200,000, which is within the Purchasing Manager's authority per the Purchasing Policy. Purchase Orders, using the unit prices in the Agreement, are created for a specific amount for the specified services subject to available funds from each applicable division/department.

Although this agreement is within the Purchasing Manager's purchasing authority, County Fire Protection also has another agreement with the City for inspecting, testing, and maintaining facility fire sprinkler systems since December 2021. Together, the agreements exceed the $200,000 annual purchasing limits with a single vendor for the City Manager's approval; therefore, City Council action is necessary for the new fire extinguisher services agreement.

DISCUSSION

On October 24, 2024, staff issued Request for Bid (RFB) #25-46 to establish a fire extinguisher service agreement. The RFB was directly shared with two potential vendors and published on www.PublicPurchase.com as well as the City's Purchasing website. The submission period closed on November 6, 2024, with County First Fire, LLC emerging as the

sole responsive bidder. Procurement staff reviewed all documentation submitted by County First Fire, LLC. Staff verified that the required, currently valid licenses were in place, checked the federal Occupational Safety and Health Administration (OSHA) website for any safety violations, and confirmed registration with the California Department of Industrial Relations (DIR). Based on the available information and the research conducted, staff believes that the contractor is capable of successfully completing the project. Therefore, staff recommends that the City Council award the contract for this project to County First Fire, LLC.

Work under this agreement will be managed through Task Orders that are issued by the Project Manager before any work begins during normal business hours. For after-hours work, a Task Order must be submitted by the next business day. The Contractor is required to provide all necessary labor, materials, equipment, and other incidentals necessary to perform both scheduled and unscheduled work for the Public Works Department. All labor performed under this Agreement will be compensated at prevailing wage rates.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Agreement with County First Fire, LLC shall not exceed $200,000 over two years. Costs for these services are included in the Fiscal Year 2024-25 Adopted Budget. These funds are charged to the respective departments and divisions based on the City Council-approved funding within their budgets. The funds will only be paid for the actual services rendered as part of this Agreement and there are no guaranteed spending amounts. Subsequent fiscal year allocations will be requested during the annual budget process.

COMMITTEE OUTCOME

As of the date of this City Council agenda being posted, there is not yet an outcome from the January 28, 2025 Public Works and Transportation Committee. Staff is available to answer any questions.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32500297
2. Prior Agreement 32300124 Schedule of Compensation

TRADE SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND COUNTY FIRST FIRE, LLC DBA COUNTY FIRE PROTECTION

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of County First Fire, LLC dba County Fire Protection ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. This Agreement is for inspections, maintenance, and repairs of portable fire extinguishers.

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

County First Fire, LLC dba County Fire Protection ("SERVICE PROVIDER"), an LLC of the State of California, located at 1884 Eastman Avenue #104 Ventura, California 93003

3. TERM OF AGREEMENT: From : February 5, 2025 To : February 4, 2027

3.1 Time is of the essence in this Agreement.

3.2 This Agreement does not have any options to extend.

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $200,000.

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-I
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:
Name: Ted Quiroz
Title: Facilities Manager
Phone: 805-385-8082
Email: ted.quiroz@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Avenue, Building 3
Oxnard, California 93030

SERVICE PROVIDER Designated Representative:
Name: Josiah Swim
Title: Manager
Phone: 805-650-1971
Email: jswim@cofirepro.com
Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of

those Services, and total amount due for the month. Invoices may be emailed to: **pfinvoices@oxnard.org**.

10.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees

that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with SERVICE PROVIDER's performance of this Agreement or SERVICE

PROVIDER's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

23.2 The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to SERVICE PROVIDER of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve SERVICE PROVIDER from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if SERVICE PROVIDER asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, SERVICE PROVIDER may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the

amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of

evading these prevailing wage requirements.

26.4. **Use of Prevailing Wages vs. Living Wages.** In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. [RESERVED]

29. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed

diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. SERVICE PROVIDER shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

33. ADVERTISING AND PUBLICITY

SERVICE PROVIDER shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

34. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

☐Luis Mc Arthur, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY Date
Attorney (always required)

COUNTY FIRST FIRE, LLC DBA COUNTY FIRE PROTECTION

Dan Swim, Manager Date

Josiah Swim, Manager[3] Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and County First Fire, LLC
dba County Fire Protection)

SCOPE OF SERVICES

CITY PROJECT MANAGER FOR THIS AGREEMENT: Juan Martinez / 805-385-8064 / juan.a.martinez@oxnard.org

The service agreement includes contract pricing to provide the necessary equipment, materials, parts, and labor to conduct inspections, maintenance, and repairs to portable fire extinguishers located at the facilities and/or equipment listed in **Exhibit A**.

Service requests include, but may not be limited to scheduled and non-scheduled services to fire extinguishers. All Work must comply with and be performed in accordance with current industry standards, codes, and ordinances, including but not limited to, Oxnard Fire Department ("OFD"), Oxnard City Code ("OCC"), National Fire Protection Association ("NFPA"), California Fire Code ("CFC"), the Contract Documents, and the fire extinguisher manufacturers recommendations.

City Facilities are located throughout the City of Oxnard as shown in the attached Appendix A. The City reserves the right to add additional locations and/or remove City facility locations and services during the term of the Contract.

2.0 SCOPE OF WORK

Unless otherwise indicated, items of Work are inclusive to the necessary equipment, materials, parts, and labor to conduct inspections, maintain and repair portable fire extinguishers located at various city-owned facilities. Service calls shall be initiated by the Project Manager or Designee. Any code interpretation questions shall be addressed to the City of Oxnard Fire Marshal.

The markup on parts and materials shall not exceed 15% of the Contractor's cost. The Scope of Work shall include, but not be limited to:

General Requirements

- The Service Provider shall assess the facility surroundings to determine necessary safety measures to protect City Staff and members of the public who may be present during the course of the Work; and if necessary shall furnish and provide necessary safety measures such as barricades, delineators, and/or warning signs.

- The Service Provider shall be responsible for the collection, separation, storage,

and disposal of all waste generated by the Task Order. Waste materials, scrap, and debris shall be removed from walkways and work areas at the end of each Workday; and equipment and vehicles shall not be parked on the traveled way or on any section where traffic is restricted at any time unless approved in advance by the Project Manager or Designee.

- Work shall be performed only when directed by the Project Manager or Designee and upon receipt of a fully executed Task Order issued by the City.
- Perform site visits with the Project Manager or Designee to identify fire extinguisher locations; provide cost estimate with anticipated start and completion times. Cost estimate shall be provided within three (3) working days once the Scope of Work for the service request has been mutually agreed upon; unless additional time is needed and mutually agreed upon by the Project Manager or Designee and Service Provider.
- Upon arriving at the facility and prior to beginning Work, the Service Provider shall inspect, document, photograph, and notify the Project Manager or Designee of any observational issues, problems, obstructions, vandalism, or safety hazards needing City attention.
- All work shall comply with applicable Occupational Safety and Health Act (OSHA) standards to protect public health and safety; property, and the environment. Applicable requirements such as of 29 CFR 1910/1926, 40 CFR 761, including but not limited to local, state, and federal health and safety requirements.
- The Service Provider shall supervise and direct the efficient performance of all Work in accordance with the Service Provider's best skill, attention, judgment, industry standards, and/or any applicable manufacturer's instructions, so as to not in any way endanger occupants or void a manufacturer's warranty. Service Provider shall be responsible for overseeing the Work for the means, methods, techniques, sequences, and the adequate numbers of skilled workers who are thoroughly trained, licensed, and certified to provide the inspection, testing, maintenance, and minor repair service tasks required under the Contract Documents.
- In the event that Work performed shall require obstruction of pedestrian walkway, the Service Provider shall coordinate obstruction needs with the Project Manager or Designee.

Worksite Security Procedures and Conduct while Working at City Facilities.

- Service Providers and subcontractors shall wear neat-appearing uniforms (shorts not permitted) and footwear of a style that complies with all legal and

safety requirements, including the requirements of the Occupational Safety and Health Act (OSHA). Service Providers and subcontractors must wear identification showing from whom they are employed. Service Provider to wear appropriate Personal Protective Equipment (PPE) and shall be worn at all times while performing services.

- Service Provider shall comply with instructions pertaining to conduct and building regulations as directed by the City.
- Proper behavior and language by Service Providers and subcontractors on City property are strictly required. Service Provider shall be prohibited from disturbing items in City facilities, and from smoking in any City facility.
- Tools, materials, equipment, and supplies used in the performance of these services shall be in a good state of repair, safe to use, and be used in the manner in which they were intended. All tools, materials, supplies, and equipment must be picked up by the Service Provider at the end of each work day, and leave the Workspace in which they were working clean, safe, and free of debris.
- Service Provider shall be required to successfully complete a City standard security clearance conducted by the Oxnard Police Department within thirty Working Days of the award of this contract. This security clearance may include, but not be limited to, live scan and FBI background checks. This security clearance is required when working in the Public Safety Building and other areas of a sensitive nature designated by the City. The Service Provider must have a qualified employee's security cleared and have on call at least one (1) security-cleared employee for after-hours Work. Any employee denied security clearance shall be restricted from entering the designated worksites, and the Service Provider shall provide an employee who has successfully obtained security clearance. Any cost for obtaining security clearance will be the responsibility of the Contractor.
- Service Provider to abide by all posted speed limits on City property.
- Service Provider's vehicles shall be in good condition. All Service Provider's vehicles shall conform to all applicable State and Federal regulations; and be fully equipped and maintained.

Service Work

When requested, maintenance, inspections, and on-call minor repairs for fire extinguishers may include, but shall not be limited to the following:

- The inspections are intended to provide assurance that the system(s) are ready for use and operable.
- Fire Extinguishers shall be manually inspected annually or at more frequent intervals when circumstances require such as when specifically indicated by an inspection tag.
- Inspections and service of fire extinguishers shall include, but not be limited to, the following items:

- Location in designated place.

- No obstruction to access or visibility.
- Safety seals and tamper indicators are not broken or missing.
- Fullness determined by weighing or "hefting".
- Examination for obvious physical damage, corrosion, leakage, or clogged nozzle.
- Pressure gauge reading or indicator in the operable range or position.
- Condition of tires, wheels, carriage, hose, and nozzle checked (for wheeled units).

Stored pressure type containing a loaded system agent shall be disassembled on an annual basis and subjected to complete maintenance.

- A conductivity test shall be conducted annually on all carbon dioxide hose assemblies. Hose assemblies found to be nonconductive shall be replaced.
- Every six (6) years, stored-pressure fire extinguishers that require a twelve (12) year hydrostatic test shall be emptied and subject to the applicable maintenance procedures. The removal of the agent shall only be done using a listed halon closed recovery system. When applicable maintenance procedures are performed during periodic recharging or hydrostatic testing, the six (6) year requirement shall begin from that date.
- Non-rechargeable fire extinguishers shall not be hydrostatic tested but shall be removed from service at a maximum interval of twelve (12) years from the date of manufacture.
- A hydrostatic test shall always include both an internal and external visual examination of the cylinder.
- The agent stored-pressure wetting agent fire extinguishers shall be replaced annually. Only the agent specified on the nameplate shall be used for charging.
- Only those agents specified on the nameplate or agents proven to have equal chemical composition, physical characteristics, and fire-extinguishing capabilities shall be used. Agents listed specifically for the use with that fire extinguisher shall be considered to meet these requirements.
- All rechargeable-type fire extinguishers shall be recharged after any use or as indicated by inspection. After recharging, a leak test shall be performed on stored-pressure and self-expelling types of fire extinguishers.

➢ Inspection records are required and shall include, but not be limited to the following:

- Service Provider shall keep records of all fire extinguishers inspected, including those found to require corrective action.
- The date the inspection was performed and the initials of the person performing the inspection shall be recorded.
- Records shall be kept on a tag or label attached to the fire extinguisher, on an inspection checklist maintained on file that provides a permanent record in accordance

with the NFPA guidelines governing the standard for portable fire extinguishers and sprinkler and standpipe systems.

- Each fire extinguisher shall have a tag or label securely attached that indicates the month and year the maintenance was performed and that identifies the person performing the search.

➢ Examination of Cylinder Conditions. Where a fire extinguisher cylinder or shell has one or more of the following conditions, it shall not be hydrostatically tested but shall be condemned or destroyed by the Vendor at the City's direction.

- Where repairs by soldering, welding, brazing, or use of patching compounds exist.
- Where the cylinder threads are worn, corroded, broken, cracked, or nicked.
- Where there is corrosion that has caused pitting, including pitting under a removable nameplate or name band assembly.
- Where the fire extinguisher has been burned in a fire.
- Where a calcium chloride type of extinguisher agent was used in a stainless-steel fire extinguisher.
- Where the shell is of copper or brass construction joined by soft solder or rivets.

- Where the depth of a dent exceeds 1/10 of the greatest dimension of the dent if not in a weld, or exceeds¼ in. (0.6 cm) if the dent includes a weld.
- Where any local or general corrosion, cuts, gouges, or dings have removed more than 10 percent of the minimum cylinder wall thickness.
- Where a fire extinguisher has been used for any other purpose other than that of a fire extinguisher.
- When a fire extinguisher cylinder, shell, or cartridge fails a hydrostatic pressure test or fails to pass visual examination, it shall be condemned or destroyed by the owner's agent.

➢ Seals or Tamper Indicators. At the time of the maintenance, the tamper seal of a rechargeable fire extinguisher shall be removed by operating the pull pin or locking device. After the applicable maintenance procedures are complete, a new tamper seal shall be installed.

Reporting Requirements

At the completion of the Work of a Task Order, the Contractor may be asked to provide a summary report to the Project Manager or his Designee with finding details, along with a list of materials replaced, and Task Order reference information provided by the Project Manager. The inspection, testing, and preventative maintenance report form(s) shall

meet or exceed applicable regulatory requirements for the proper inspection, testing and maintenance of fire extinguisher devices. Service Provider shall be responsible for updating the inspection, testing and maintenance report form(s) in a timely manner to reflect current codes, ordinances and requirements as they may change from time to time throughout the Contract term.

3.0 RESPONSE TIME

Response times by the Service Provider for requests made by the City via telephone call or email to the Service Provider are to be made within the specified time periods stated below. Service Provider shall respond to all urgent requests twenty-four (24) hours per day, three hundred sixty-five (365) days per year, including nights, weekends, and holidays. Service Provider shall respond to all requests as required, 24 hours per day, 365 days per year, including holidays. All costs for labor for these requests shall be included in the Bid Sheets. Response time by the Service Provider shall be as stated below:

Non-Scheduled Urgent Minor Repair Work (Bid Items 6 and 7):

Service Provider must verbally respond within thirty (30) minutes of telephone or email notification by the City. Service Provider must be on-site within two (2) hours of the notification and begin work immediately. Urgent minor repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health, or property.

For urgent minor repairs needing time-sensitive attention and authorized to start Work ahead of a Task Order/Purchase Order, the Service Provider shall submit to the Project Manager or Designee an invoice or cost estimate within 48 hours from the time the Work was authorized. The cost estimate shall list the Scope of Work, materials, labor times, schedules, and related items for urgent minor repairs completed and/or underway. Bulk charges will not be accepted; and hourly rates listed shall be consistent with the hourly rates agreed. When the extent of urgency is no longer necessary because the threat to public health and safety and/or property is no longer present, the Service Provider shall coordinate with Project Manager or Designee to schedule minor repair and maintenance Work. Scope of Work to complete the minor repairs may require a separate cost estimate for non-scheduled urgent minor repairs.

Scheduled Minor Repair and Maintenance Work (Bid Item 5):

Service Provider must verbally respond within four (4) hours of telephone or email notification by the City. The scope of Work and schedule shall be mutually agreed to between the Project Manager or Designee and Service Provider before Work begins. Work under this category shall be planned and scheduled Monday through Friday

between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the Project Manager or Designee and Service Provider. Upon issuance of the task order for routine maintenance work and minor repairs, the Service Provider is expected to commence the work within three (3) Working Days.

4.0 SERVICE ESTIMATES AND TASK ORDER PROCESS

Service Estimates:

All service requests shall include an estimate provided by the Contractor that describes the Work performed with itemized rates in categories that are consistent with the approved contract. Service estimate shall include itemized items such as time (hourly) estimate anticipated to complete the service request, materials cost (actual cost plus 15% percent markup), and local sales tax (currently 9.25%). Work cannot be listed as a lump sum total with labor, materials, and other related/inclusive line items. The service estimate is required for the Project Manager or Designee to initiate the Task Order/Purchase Order approval process.

Task Orders:

All Work shall be pre-approved by a Task Order/Purchase Order issued by the Project Manager or Designee prior to starting Work. The Task Order/Purchase Order shall include cost breakdowns consistent with bid sheet pricing, all materials, labor, and sales taxes. A separate invoice is required for each Task Order issued pursuant to the Contract. Service Provider is required to itemize the number of hours it will take for completion of a Task Order. Material and equipment rentals will be reimbursed at cost (Service Provider must include receipt of purchase with the invoice submitted to the City) plus 15% for material handling and the Service Provider will be required to itemize the supplies cost. When requested, the Contractor shall provide copies of receipts.

5.0 PAYMENT

Work may not begin without an approved Purchase Order. Payment will not be processed without an approved Purchase Order. In the case of Non-Scheduled Urgent Work, if the Work was completed and invoiced promptly, then the invoice may be submitted instead of the proposal. The invoice rates must also have the itemized documentation which complies with the contract.

Service Provider shall only invoice for time spent at the locations of service. The City shall not pay for time spent en route or traveling to acquire parts or supplies unless approved by the Project Manager and included in the Task Order.

To assist with payment processing and avoid payment delays, ALL invoices shall be emailed to pfinvoices@oxnard.org, and/others as directed, including the Project Manager (Cc'd). In addition to all other Contract requirements, invoices shall include Project related information to facilitate the payment process. Reference information such as:

- Invoice Number
- Estimate # | Task Order/Purchase Order #s
- Indicate if Partial/Final Invoice (Partial Invoicing shall be pre-approved)
- Project Name & Address | Project Manager
- Description of Work including itemized costs as stipulated in the Contract
- Include copies of receipts for materials
- Copies of signed change orders (if applicable)

6.0 WARRANTY

➢ The Service Provider shall warranty all minor repair services against defective materials and workmanship for a period of one (1) year from the date of completion of the service request. Damage due to accidents, acts of nature, and service power surges, including those from sabotage and/or vandalism, are exempt from the warranty.

➢ When defective material and/or workmanship is discovered that requires minor repairs to be made under the warranty, all such work shall be performed by the Contractor at its own expense within five (5) calendar days or as agreed soon thereafter, after written notice of such defect has been given to Service Provider by the City. Should the Service Provider fail to repair such defective material and/or workmanship within five (5) calendar days thereafter, the City may at the City's sole discretion cause the necessary minor repairs to be made by others at the expense of the Service Provider

➢ During the warranty period, the Contractor may be required to coordinate warranty repairs with the appropriate manufacturer or installing subcontractor(s). The Service Provider shall notify the Project Manager or Designee in writing of any undue delays by the manufacturer or installing subcontractor in responding to warranty requests and provide a detailed summary of the nature and reason for said warranty requests.

➢ Parts provided by the City shall be excluded from the defective material warranty requirement.

EXHIBIT B

TRADE SERVICE AGREEMENT

(CITY of Oxnard and County First Fire, LLC

Dba County Fire Protection)

SCHEDULE OF COMPENSATION

Service to Fire Extinguishers by Size

	7/8 LBS	2.5 LBS	2.5 Gallon water	2.5 Gallon kitchen	5 LBS	10 LBS	10 LBS Halon	15 LBS C02	20 LBS	20 LBS C02	30 LBS
Annual External Service Breakdown and Certification	$ 24.95	$ 24.95	$ 24.95	$ 24.95	$ 24.95	$ 24.95	$ 24.95	$ 24.95	$ 24.95	$ 24.95	$ 24.95
	Each	Each	Each	Each	Each	Each	Each	Each	Each	Each	Each
Annual Internal Service Breakdown and Certification	$ 24.95	$ 24.95	$ 24.95	$ 24.95	$ 24.95	$ 24.95	$ 65.00	$ 65.00	$ 24.95	$ 65.00	$ 45.00
	Each	Each	Each	Each	Each	Each	Each	Each	Each	Each	Each
Annual Hydrostatic Testing of Fire Extinguishers	$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 65.00	$ 125.00	$ 45.00	$ 125.00	$ 85.00
	Each	Each	Each	Each	Each	Each	Each	Each	Each	Each	Each
Purchase of New Fire Extinguisher		$ 68.00	$ 295.00	$ 349.00	$ 84.00	$ 195.00	$ 965.00	$ 550.00	$ 295.00	$ 890.00	
		Each	Each	Each	Each	Each	Each	Each	Each	Each	
TOTAL TABULATION:	$ 94.90	$ 162.90	$ 389.90	$ 443.90	$ 178.90	$ 289.90	$ 1,119.95	$ 764.95	$ 389.90	$ 1,104.95	$ 154.95

PARTS AND CHEMICAL PRICE LIST

Separate Charges from Above Services

PARTS	PRICE
0-Ring Seals	$ 4.95
Valve Stem Assemblies	$ 18.95
Nitrogen Charge	$ 11.95
Wall Brackets	$ 10.95
Pull Pin Locks	$ 3.95
ABC Chemical (Per Lb.)	$ 5.95
CO2 Chemical (Per Lb.)	$ 8.95
Halon Chemical (Per Lb.)	$ 21.95
TOTAL TABULATION:	$ 87.60

SERVICES

SERVICE	DESCRIPTION	RATE
On Call Maintenance Services	Hourly Rate Monday-Friday 8:00am-5:00pm	$ 75.00 Per Hour (1hour minimum)
On Call Urgent Maintenance Services	Hourly Rate Monday-Friday 5:01pm - 7:59am, weekends and holidays *2 hour response time	$ 95.00 Per Hour (3 hour minimum)
Employee Hands on Fire Extinguisher Training	Per Session	$ 245.00 Per Session
Service, Refill, and Recharge CO2 Fire Extinguishers Discharged During Fire Training	Per Unit	$ 75.00 Each
CO2 Refill associated with Fire Training	Per Pound	$ 8.95 Per Pound
	TOTAL TABULATION:	$ 498.95

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and County First Fire, LLC
dba County Fire Protection)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-I

INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Vendor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Vendor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-I or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

12/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER**				

SAMPL

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
_____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED**. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST**. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE**. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES**. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES. Any** failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and County First Fire, LLC
dba County Fire Protection)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $19.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and County First Fire, LLC dba County Fire Protection)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations.

Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure

subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and COUNTY FIRST FIRE LLC DBA: COUNTY FIRE PROTECTION)

SCHEDULE OF COMPENSATION

Service to Fire Extinguishers by Size

	7/8 pound	2.5 pound	2.5 gallon water	2.5 gallon kitchen	5 pound	10 pound	10 pound Halon	15 pound C02	20 pound	20 pound C02	30 pound
Annual External Service Breakdown and Certification	N/A	$7.95 each	$7.95 each	$7.95 each	7.95 each	$7.95 each	$7.95 each	$7.95 each	$7.95 each	$7.95 each	N/A
Annual Internal Service Breakdown and Certification	N/A	$10.95 each	$10.95 each	$10.95 each	$10.95 each	$10.95 each	$45.00 each	$45.00 each	$10.95 each	$45.00 each	N/A
Annual Hydrostatic Testing of Fire Extinguishers	N/A	$22.50 each	$45.00 each	$45.00 each	$22.50 each	$22.50 each	$45.00 each	$45.00 each	$22.50 each	$45.00 each	N/A
Purchase of New Fire Extinguisher	N/A	$61.00 each	$290.00 each	$325.00 each	$76.00 each	$184.00 each	$1,075.00 each	$445.00 each	$225.00 each	$595.00 each	N/A

Parts & Chemicals Price List

Separate Charges from Above Services

Parts	Price Each
O-Ring Seals	$3.90
Valve Stem Assemblies	$16.95
Nitrogen Charge	$9.95
Wall Brackets	$6.00
Pull Pin Locks	$1.95
ABC Chemical (Per Lb.)	$4.95
CO2 Chemical (Per Lb.)	$4.95
Halon Chemical (Per Lb.)	$18.95

Services

Service	Description	Rate
On Call Maintenance Services	Hourly Rate Monday- Friday 8:00am-5:00pm	$65 per Hour
On Call Urgent Maintenance Services	Hourly Rate Monday- Friday 5:01pm - 7:59am, weekends and holidays * 2 hour response time	$95 per Hour
Employee Hands on Fire Extinguisher Training	Per Session	$225 per Session
Service, Refill, and Recharge CO2 Fire Extinguishers Discharged During Fire Training	Per Unit	$48 each
CO2 Refill associated with Fire Training	Per Pound	$4.95 per pound

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CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5

DATE: February 4, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Public Project Agreement 32500337 with Langkilde's Fire Protection Inc. for Maintenance, Inspections and On-Call Minor Repairs for Fire Suppression Systems, Specification No. PW 25-08R.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Langkilde's Fire Protection Inc. for a three-year term for a total contract amount not to exceed $700,000 for maintenance, inspections, and minor repairs to fire suppression systems at City-owned facilities.

(As of the date of this City Council agenda being posted, there is not yet an outcome from the January 28, 2025 Public Works and Transportation Committee. Staff is available to answer any questions.)

BACKGROUND

The Public Works Department consists of multiple divisions that include: Fleet, Special Districts, Water, Wastewater, Recycled Water, Stormwater, Environmental Resources, Facilities, and Parks. These divisions manage more than 36 building locations that are equipped with fire suppression systems that require annual inspections, maintenance, and repairs to ensure regulatory compliance and safeguard public health, safety, the environment, and City property. These systems include wet sprinkler systems and the associated components designed to detect and suppress fires before causing extensive damage, as well as chemical suppression systems for sensitive areas such as server rooms. All service work and maintenance must be performed by a State licensed Contractor with a Fire Protection Specialized License (C-16). Fire suppression services are essential for inspections, preventive maintenance, repairs, tracking and compliance reporting. As a result, the Public Works Department depends on contracted fire suppression technicians to promptly address scheduled and unscheduled inspections, maintenance, and repairs.

County Fire Protection (dba County First Fire, LLC) has been providing these fire suppression services since December 2021. The most recent two-year agreement, valued at $195,000, enabled City Staff to determine that the City has been averaging approximately $200,000 annually for these services. Recent fire suppression inspections noted that there are eight city facilities in need of repairs, totaling approximately $130,000. Although the County Fire Agreement expires in March of 2026, the not-to-exceed amount has already been met. Therefore, the new Agreement terms and not-to-exceed amount will allow the City to continue these services during this fiscal year and the subsequent years of the three-year term.

DISCUSSION

The Notice Inviting Formal Bids (NIFB) for the Project was originally published in the local newspaper on October 10, 2024, and also posted to multiple online platforms and distributed directly to 21 potential contractors, including the company that is currently under contract for this work. Bids were due on October 28, 2024, and only one bid was received from Langkilde's Fire Protection. That bid was rejected as non-responsive due to material errors in the bid submission. The rebid of the project was published on November 7, 2024, in the local newspaper. Additionally, the rebid NIFB was posted to multiple online platforms, including the City's website, and again distributed directly to 21

contractors who have registered with the City to be notified of Public Project bids that fall within their license category. All bids were due on November 26, 2024. The City again received a single bid from Langkilde's Fire Protection Inc. All bid items included the hourly and annual rates for both scheduled and non-scheduled labor with the cumulative amount equaling $2,975.00.

Langkilde's Fire Protection Inc. (Langkilde's) submitted a responsive bid in accordance with the City's NIFB. After this determination, procurement staff reviewed all documentation submitted by Langkilde's and its subcontractors. Staff verified that the required, currently valid licenses were in place, checked the federal Occupational Safety and Health Administration (OSHA) website for any safety violations, and confirmed registration with the California Department of Industrial Relations (DIR). Based on the available information and the research conducted, staff is confident that the contractor is capable of successfully completing the project. Therefore, staff recommends that the City Council award the contract for this project to Langkilde's.

Work under this Agreement will be managed through Task Orders issued by the Project Manager before any work begins during normal business hours. For after-hours work, a Task Order must be submitted by the next business day. The Contractor is required to provide all necessary labor, materials, equipment, and other incidentals necessary to perform both scheduled and unscheduled work for the Public Works Department. All work performed under this agreement will be compensated at prevailing wage rates.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Agreement with Langkilde's Fire Protection Inc. shall not exceed $700,000 over three years. Costs for these services for the current fiscal year are included in the Fiscal Year 2024-25 Adopted Budget. These funds are charged to the respective departments and divisions based on the City Council-approved funding within their budgets. The funds will only be paid for the actual services rendered as part of this Agreement and there are no guaranteed spending amounts. Subsequent fiscal year allocations will be requested during the annual budget process.

COMMITTEE OUTCOME

As of the date of this City Council agenda being posted, there is not yet an outcome from the January 28, 2025 Public Works and Transportation Committee. Staff is available to answer any questions.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32500337 - Langkilde
2. Prior Agreement 32300116 Rate Sheet

CITY OF OXNARD CONTRACT FOR
NOTICE INVITING BIDS FOR
MAINTENANCE, INSPECTIONS AND ON-CALL MINOR
REPAIRS FOR FIRE PROTECTION SUPPRESSION SYSTEMS (REBID)
SPECIFICATION NO. PW 25-08R

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and LANGKILDE'S FIRE PROTECTION INC. ("Contractor"). Contractor's license number is 1057077.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as the Maintenance, Inspections and On-Call Minor Repairs for Fire Suppression Systems (Rebid), Specification No. PW 25-08R ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.

3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed seven hundred thousand dollars ($700,000) during the Contract Term.

4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.

5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project and all related Tasks and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

12. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes. This provision shall likewise apply to all Task Orders and other Contract Documents.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the first written above.

CITY OF OXNARD

☒ Luis Mc Arthur, Mayor[1] Date
☐ Purchasing Manager

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

LANGKILDE'S FIRE PROTECTION INC.

Alfred Langkilde, Jr., CEO [2] Date

Nia C. Langkilde, Secretary, CFO Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000. The Purchasing Agent may execute any authorized agreement up to $200,000.

[2]The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Exhibit INS-I

INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Vendor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Vendor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-I or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER**				

SAMPL

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
_____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED**. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST**. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE**. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES**. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES. Any** failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____
_____
_____("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as the Maintenance, Inspections and On-Call Minor Repairs for Fire Suppression Systems (Rebid), Specification No. PW 25-08R (the "Project").

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and any Task related to the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____ Dollars ($_____), this amount being not less than one hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section

1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code Sections 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Note: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of the Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____
_____
_____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as the Maintenance, Inspections and On-Call Minor Repairs for Fire Suppression Systems (Rebid), Specification No. PW 25-08R (the "Project").

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____,
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____ _____Dollars ($_____), this amount being not less than one hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided for all Tasks, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, within the Contract Term, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Note: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

EXHIBIT A

CITY OF OXNARD

BID SHEETS FOR
MAINTENANCE, INSPECTIONS AND ON-CALL MINOR
REPAIRS FOR FIRE PROTECTION SUPPRESSION SYSTEMS (REBID)
SPECIFICATION NO. PW 25-08R

Bidder's Name: Alfred Langkilde

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	UNIT	Total	
1	Annual Fire Sprinkler Inspection, Test and Certify 1 Year (wet pipe, dry pipe)	1	$ 450.00	/annually
2	Annual Fire Sprinkler Inspection, Test and Certify 5 year	1	$ 750.00	/annually
3	Annual Service, Inspection and Certify Chemical Fire System	1	$ 525.00	/annually
4	Annual Service, Inspection and Certify Chemical Fire System	1	$ 525.00	/annually
5	On-Call Minor Repair and Maintenance Services	Hourly Rate Monday - Friday 8:00am - 5:00pm	$ 175.00	/HR
6	Non-Scheduled Urgent On-Call Minor Repair and Maintenance Services	Hourly Rate Monday - Friday 8:00am - 5:00pm, * 2-hour response time	$ 250.00	/HR
7	Non-Scheduled Urgent On-Call Minor Repair and Maintenance Services	Hourly Rate Monday-Friday 5:01pm – 7:59 am, weekends and holidays * 2-hour response time	$ 300.00	/HR
		TOTAL BID PRICE:	$ 2975.00	

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: $2,975.00

BID PRICE IN WORDS: Two Thousand Nine Hundred Sevety Five Dollars and Zero Cents

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	N/A	#03	N/A
#02	N/A	#04	N/A

Bidder's Name (Company): Alfred Langkilde/ Langkilde's Fire Protection, Inc.

Signature: [signature] Title: OWNER

Print: Alfred Langkilde Date: 11/23/2024

Signature: _____ Title: _____

Print: _____ Date: _____

EXHIBIT B

SPECIAL PROVISIONS
MAINTENANCE, INSPECTIONS AND ON-CALL MINOR REPAIRS FOR FIRE PROTECTION SUPPRESSION SYSTEMS (REBID)
SPECIFICATION NO. PW 25-08R

1000 PROJECT DESCRIPTION AND LOCATION

The service Agreement includes contract pricing for inspections, testing, maintenance, and minor repairs to fire sprinkler and related suppression systems at various City Facilities throughout the City of Oxnard. Service requests include, but may not be limited to scheduled and non-scheduled services to water based and/or dry chemical fire protection/suppression systems. All Work must comply with and be performed in accordance with current industry standards, codes, and ordinances, including but not limited to, CAL Fire Office of the State Fire Marshal ("SFM"), Oxnard Fire Department ("OFD"), Oxnard City Code ("OCC"), California Building Code ("CBC"), National Fire Protection Association ("NFPA"), California Fire Code ("CFC"), the Contract Documents, and the fire suppression manufacturers recommendations.

City Facilities are located throughout the City of Oxnard as shown in the attached EXHIBIT 1 - Fire Suppression City Locations. The City may not service all locations included in EXHIBIT 1 - Fire Suppression City Locations.

1000-1 SCOPE OF WORK

Unless otherwise indicated, items of Work are inclusive to, but not limited to, the Contractor providing, delivering all labor, materials, tools, equipment, machinery, supplies, traffic control, safety measures, replacement of disrupted improvements, coordination, services, incidental and appurtenant work necessary to repair fire protection/suppression systems at various City building locations. Service calls shall be initiated by the Project Manager or Designee. Any code interpretation questions shall be addressed to the City of Oxnard Fire Marshal.

Markup on parts and materials shall not exceed 15% of the Contractor's cost. The Scope of Work shall include, but not be limited to:

A. **General Requirements**

1. Work performed under this agreement shall be in accordance with the most current version of the standards listed below and any revisions thereto
    a. National Fire Protection Association (NFPA), Fire Code
    b. National Fire Protection Association (NFPA) 12A, Standard on Halon 1301 Fire Extinguishing Systems
    c. National Fire Protection Association (NFPA) 17A, Standard for Wet Chemical Extinguishing Systems

d. National Fire Protection Association (NFPA) 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
e. National Fire Protection Association (NFPA) 70, National Electric Code
f. National Fire Protection Association (NFPA) 101, Life Safety Code
g. National Fire Protection Association (NFPA) 291, Recommended Practice for Fire Flow Testing
h. National Fire Protection Association (NFPA) 2001, Standard on Clean Agent Fire Extinguishing Systems
i. American National Standard Institute/American Society of Mechanical Engineers (ANSI&ASME) Standard A17.1

2. The Contractor shall assess the facility surroundings to determine necessary safety measures to protect City Staff and members of the public who may be present during the course of the Work; and if necessary shall furnish and provide necessary safety measures such as barricades, delineators, and/or warning signs.
3. The Contractor shall be responsible for collection, separation, storage, and disposal of all waste generated by the Task Order. Waste materials, scrap, and debris shall be removed from walkways and work areas at the end of each Work day; and equipment and vehicles shall not be parked on the traveled way or on any section where traffic is restricted at any time unless approved in advance by the Project Manager or Designee.
4. Work shall be performed only when directed by the Project Manager or Designee, and upon receipt of a fully executed Task Order issued by the City.
5. Perform site visit with Project Manager or Designee to inspect and identify course of action to complete window/glass repair; provide cost estimate that includes performance schedule establishing start and anticipated completion times to complete service request. Cost estimate shall be provided within three (3) working days once Scope of Work for minor repair has been mutually agreed; unless additional time is needed and mutually agreed by Project Manager or Designee and Contractor.
6. Upon arriving at the facility and prior to beginning Work, Contractor shall inspect, document, photograph, and notify the Project Manager or Designee of any observational issues, problems, obstructions, vandalism or safety hazards needing City attention.
7. All work shall comply with applicable Occupational Safety and Health Act (OSHA) standards to protect public health and safety; property, and the environment. Applicable requirements such as of 29 CFR 1910/1926, 40 CFR 761, including but not limited to local, state and federal health and safety requirements.
8. The Contractor shall supervise and direct the efficient performance of all Work in accordance with the Contractor's best skill, attention, judgment, industry standards

and/or any applicable manufacturer's instructions, so as to not in any way endanger occupants or void a manufacturer's warranty. Contractor shall be responsible to oversee the Work for the means, methods, techniques, sequences and the adequate numbers of skilled workers who are thoroughly trained, licensed and certified to provide the inspection, testing, maintenance and minor repair service tasks required under the Contract Documents.

9. In the event that Work performed shall require obstruction of pedestrian walkway or street traffic, the Contractor will be required to obtain an encroachment permit from the City.

B. **Worksite Security Procedures and Conduct while Working at City Facilities.**

1. Contractor and subcontractors shall wear neat-appearing uniforms (shorts not permitted) and footwear of a style that complies with all legal and safety requirements, including the requirements of Occupational Safety and Health Act (OSHA). Contractor and subcontractors must wear identification showing from whom they are employed. Contractor to wear appropriate Personal Protective Equipment (PPE) and shall be worn at all times while performing services.
2. Contractor shall comply with instructions pertaining to conduct and building regulations as directed by the City.
3. Proper behavior and language by Contractor and subcontractors on City property are strictly required. Contractor shall be prohibited from disturbing items in City facilities, and from smoking in any City facility.
4. Tools, materials, equipment, and supplies used in the performance of these services shall be in a good state of repair, safe to use, and be used in the manner in which they were intended. All tools, materials, supplies and equipment must be picked up by the Contractor at the end of each work day, and leave the Work space in which they were working clean, safe and free of debris.
5. Contractor shall be required to successfully complete a City standard security clearance conducted by the Oxnard Police Department within thirty Working Days of award of this contract. This security clearance may include, but not be limited to, live scan and FBI background checks. This security clearance is required when working in the Public Safety Building and other areas of a sensitive nature designated by the City. The Contractor must have qualified employee's security cleared and have on call at least one (1) security cleared employee for after-hours Work. Any employee denied security clearance shall be restricted from entering the designated worksites, and the Contractor shall provide an employee who has successfully obtained security clearance. Any cost for obtaining security clearance will be the responsibility of the Contractor.
6. Contractor to abide by all posted speed limits on City property.
7. Contractor vehicles shall be in good condition. All Contractor vehicles shall conform to all applicable State and Federal regulations; and be fully equipped and maintained.

C. **Service Work:** When requested, maintenance, inspections, and on-call minor repairs for fire protection suppression systems may include, but shall not be limited to the following:

1. Contractor shall use the National Fire Protection Association (NFPA) Standard 25-Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems and NFPA Standard 72, NFPA Standard 13, as well as the California Fire Code as the guideline for inspections, testing and maintaining automatic sprinkler systems.
2. The inspections are intended to provide assurance that the system(s) are ready for use and operable.
3. Contractor shall provide 24-hour continuous fire watch at each site while the system is on “test” mode. Contractor shall provide the City with the name, start/end hours and cellular phone number for each Department of Justice cleared person(s) responsible to perform fire watch duties.
4. Contractor shall provide all parts, labor, materials, tools, equipment and transportation necessary to service, repair, test and maintain all sprinkler systems, standpipe systems, and distribution valves to meet the requirements of the California Code of Regulations, California Administrative Code Title 19 (latest edition), National Fire Protection Association (NFPA)13/25 of which the more restrictive code or standard shall apply.
5. Contractor will notify the Project Manager or Designee before conducting an inspection or performing maintenance on any systems.
6. Inspection bid prices shall include all costs associated with each inspection, including any governmental fees or permits.

Inspections include, but may not be limited to the following:

7. Operation and examination of all post indicators. All stems on all valves will be greased, all gauges will be calibrated for accuracy and replaced as needed, conduct main drain test, and record static and residual pressures.
8. Test all system flow switches and audible alarms using inspector test valve, verify audible alarm within 90 seconds of flow, test all control valve supervisory devices for response and annunciation (where applicable) to communications office, and backflush and replace fire department connection as required.
9. All missing signs pertaining to sprinkler systems shall be replaced by the Contractor.
10. Replace any leaking sprinkler heads.
11. Check stock of spare sprinkler heads and replace as needed.
12. Check the condition of all visible sprinkler heads.
13. Fire pump assembly inspection, testing and maintenance as summarized in NFPA 25 and manufacturers recommendations.

14. Fire sprinkler system backflow prevention assemblies testing and maintenance as required by NFPA 25.
15. All inspection, testing, maintenance and investigation items listed in NFPA 25 with an inspection/ test frequency of annually shall be completed annually.
16. Tags required by code shall be updated with inspection and/ or testing record keeping information.

Inspection for chemical fire suppression systems include, but may not limited to the following:

17. Visually inspect appliance location and layout for nozzle coverage.
18. Visually inspect all surface, duct and plenum nozzles.
19. Verify there are no signs the system has been activated or tampered with.
20. Check pressure gauges for proper pounds per square inch (PSI).
21. Take the system out of service to avoid discharge of agent.
22. Test the detection line by cutting fusible links.
23. Replace all fusible links.
24. Replace blow off caps as needed.
25. Test proper operation of gas shut off valves.
26. Test proper operation of remote pull station.
27. Verify activation of system; activates fire alarm.
28. Inspection and service tag properly completed and attached to the system.
29. Put the system back into operation and verify fire alarm system is placed back into operation

D. Reporting Requirements:

1. Contractors who service, test, install and/ or maintain fire protection systems and devices within the City are required to enroll and utilize the Compliance Engine service (https://thecomplianceengine.com/) to file records of all system inspections, tests, and maintenance required by the referenced standards. It is the responsibility of the Contractor to upload test data to Compliance Engine upon completion of the Work.
2. At the completion of the Work of a Task Order, the Contractor may be asked to provide a summary report to the Project Manager or Designee with finding details, along with a list of materials replaced, and Task Order reference information provided by the Project Manager. The inspection, testing and preventative maintenance report form(s) shall meet or exceed applicable regulatory requirements for the proper inspection, testing and maintenance of fire suppression equipment. Contractor shall be responsible for updating the inspection, testing and maintenance report form(s) in a timely manner to reflect current codes, ordinances and requirements as they may change from time to time

throughout the Contract term. Testing and Maintenance records shall be uploaded to the Compliance Engine by Contractor and confirmation of the upload provided to the Project Manager.

1000-3 RESPONSE TIME

Response times by Contractor for requests made by the City via telephone call or email to the Contractor are to be made within the specified time periods stated below. Contractor shall respond to all urgent requests twenty-four (24) hours per day, three hundred sixty-five (365) days per year, including nights, weekends and holidays.

A. **Non-Scheduled Urgent On-Call Minor Repair and Maintenance Services (Bid Item 6 and 7):**

Contractor must verbally respond within thirty (30) minutes of telephone or email notification by the City. Contractor must be on site within two (2) hours of the notification and begin Work immediately. Urgent minor repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property.

For urgent minor repairs needing time sensitive attention and authorized to start Work ahead of a Task Order/Purchase Order, the Contractor shall submit to the Project Manager or Designee an invoice or cost estimate within 48 hours from the time the Work was authorized. The cost estimate shall list the Scope of Work, materials, labor times, schedules and related items for urgent minor repairs completed and/or underway. Bulk charges will not be accepted; and hourly rates listed shall be consistent with hourly rates agreed.

When the extent of urgency is no longer necessary because the threat of public health and safety and/or property is no longer present, the Contractor shall coordinate with Project Manager or Designee to schedule minor repair and maintenance Work. Scope of Work to complete the minor repairs may require a separate cost estimate for non-scheduled urgent minor repairs.

B. **Scheduled On-Call Minor Repair and Maintenance Services (Bid Item 5):**

Contractor must verbally respond within four (4) hours of telephone or email notification by the City. The scope of Work and schedule shall be mutually agreed to between Project Manager or Designee and Contractor before Work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the Project Manager or Designee and Contractor.

Upon issuance of the task order for routine maintenance work and minor repairs, the Contractor is expected to commence the work within three (3) Working Days.

1000-4 SERVICE ESTIMATES AND TASK ORDER PROCESS

A. **Service Estimates:**

All service requests shall include an estimate provided by the Contractor that describes the Work performed with itemized rates in categories that are consistent with the approved contract. Service estimate shall include itemized items such as time (hourly) estimate anticipated to complete the service request, materials cost (actual cost plus 15% percent mark-up), and local sales tax (currently 9.25%). Work cannot be listed as a lump sum total with labor, materials and other related/inclusive line items. The service estimate is required for the Project Manager or Designee to initiate the Task Order/Purchase Order approval process.

B. **Task Orders:**

All Work shall be pre-approved by a Task Order/Purchase Order issued by the Project Manager or Designee prior to starting Work. The Task Order/Purchase Order shall include cost breakdowns consistent with bid sheet pricing, all materials, labor, and sales taxes. A separate invoice is required for each Task Order issued pursuant to the Contract. Contractor is required to itemize the number of hours it will take for completion of a Task Order. Material and equipment rentals will be reimbursed at cost (Contractor must include receipt of purchase with the invoice submitted to the City) plus 15% for material handling and Contractor will be required to itemize the supplies cost. When requested, the Contractor shall provide copies of receipts.

1000-5 PAYMENT

Work may not begin without an approved Purchase Order. Payment will not be processed without an approved Purchase Order. In the case of Non-Scheduled Urgent Work, if the Work was completed and invoiced promptly, then the invoice may be submitted instead of the proposal. The invoice rates must also have the itemized documentation which comply with the contract.

Contractor shall only invoice for time spent at the locations of service. The City shall not pay for time spent en route or traveling to acquire parts or supplies unless approved by the Project Manager and included in the Task Order.

To assist with payment processing and avoid payment delays, ALL invoices shall be emailed to pfinvoices@oxnard.org, and/others as directed, including the Project Manager (Cc'd). In addition to all other Contract requirements, invoices shall include Project related information to facilitate the payment process. Reference information such as:

- Invoice Number
- Estimate # | Task Order/Purchase Order #s
- Indicate if Partial/Final Invoice (Partial Invoicing shall be pre-approved)
- Project Name & Address | Project Manager
- Description of Work including itemized costs as stipulated in Contract
- Include copies of receipts for materials
- Copies of signed change orders (if applicable)

1000-6 WARRANTY

A. The Contractor shall warranty all minor repair services against defective materials and workmanship for a period of one (1) year from date of completion of the service request. Damage due to accidents, acts of nature, and service power surges, including those from sabotage and/or vandalism, are exempt from the warranty.

B. When defective material and/or workmanship is discovered which require minor repairs to be made under the warranty, all such work shall be performed by the Contractor at its own expense within five (5) calendar days or as agreed soon thereafter, after written notice of such defect has been given to Contractor by the City. Should the Contractor fail to repair such defective material and/or workmanship within five (5) calendar days thereafter, the City may cause the necessary minor repairs to be made by others, and enforce the Liquidated Damages clause or make a claim against the Contractors Performance Bond, at the City's sole discretion.

C. In emergencies demanding immediate attention, if the Contractor is unable to respond within the required response time, the City shall have the right to enforce the Liquidated Damages clause, or make a claim against the Contractors Performance Bond, at the City's sole discretion.

D. During the warranty period, the Contractor may be required to coordinate warranty repairs with the appropriate manufacturer or installing subcontractor(s). The Contractor shall notify the Project Manager or Designee in writing of any undue delays by the manufacturer or installing subcontractor in responding to warranty requests and provide a detailed summary of the nature and reason for said warranty requests.

E. Parts provided by the City shall be excluded from the defective material warranty requirement.

EXHIBIT A

BID SHEET CONTRACT UNIT PRICES
MAINTENANCE, INSPECTIONS AND ON-CALL REPAIRS FOR FIRE PROTECTION SUPPRESSION SYSTEMS
SPECIFICATION NO. PW 23-41

ITEM NO.	DESCRIPTION	UNIT	Total
1	Annual Fire Sprinkler Inspection, Test and Certify 1 Year (wet pipe, dry pipe)	1 Per Riser	$ 170.00 /annually * *includes $125 each annual inspection plus $45 City of Oxnard Compliance Fees
2	Annual Fire Sprinkler Inspection, Test and Certify 5 year	1 Per Riser	$ 540.00 /annually* *includes $495 each annual inspection plus $45 City of Oxnard Compliance Fees.
3	Annual Service, Inspection and Certify Chemical Fire System	1	$ 170.00 /annually* *includes $125 each annual inspection plus $45 City of Oxnard Compliance Fees
4	Annual Service, Inspection and Certify Chemical Fire System	1	$ 170.00 /annually* *includes $125 each annual inspection plus $45 City of Oxnard Compliance Fees
5	Scheduled On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 8:00am-5:00pm	$ 85.00 /HR
6	Non Scheduled Urgent On Call Urgent Repair and Maintenance Services	Hourly Rate Monday-Friday8:00am-5:00pm, * 2 hour response time	$ 150.00 /HR Three (3) hour minimum for each call out.
6	Non Scheduled Urgent On Call Urgent Repair and Maintenance Services	Hourly Rate Monday-Friday5:01pm – 7:59 am, weekends and holidays * 2 hour response time	$ 150.00 /HR Three (3) hour minimum for each call out.

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CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6

DATE: February 4, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Lease and License Agreement A-8566 with Oxnard Drainage District #1.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Lease and License Agreement with Oxnard Drainage District No. 1 for an initial term of five years with additional five-year extension term provisions.

(As of the date of this City Council agenda being posted, there is not yet an outcome from the January 28, 2025 Public Works and Transportation Committee. Staff is available to answer any questions.)

BACKGROUND

The City of Oxnard (City) and the Oxnard Drainage District #1 (District) entered into a Lease Agreement on September 25, 1968, which granted the City the right to use and maintain specific District drainage facilities for stormwater management. The original agreement allowed for stormwater runoff from certain properties within the City limits to drain into District facilities. The City and the District entered into an updated agreement on November 1, 1980, A-3135, which replaced the 1968 agreement, and granted the City the right to use and maintain specific drainage facilities along Doris Avenue and Fifth Street, for stormwater management. In 1986, the parties amended A-3135, because certain requirements under the agreement were either completed or no longer applicable after the development of the Mandalay Bay area. A-3135 expired on September 25, 2018, and the parties have been operating month-to-month since that time. The City and the District have negotiated a new contract that memorializes important provisions of the original purpose of the agreement for stormwater management purposes and reflects the current requirements for each party. The City is responsible for maintaining the drainage infrastructure, ensuring proper water flow, and implementing necessary improvements, while the District retains oversight and approval rights for major projects.

DISCUSSION

The City and District have finalized a new agreement. The Agreement provides the City a license to use the District's facilities for stormwater management along Doris Avenue and Fifth Street and access to District Property adjacent to its facilities from which the City can use to conduct necessary operations and maintenance that support the City's stormwater management needs. The new agreement is for a term of 5 years which begins upon full execution of the agreement after both parties have signed. The estimated start date is early 2025. This Agreement will expire after the initial five-year term, however, the parties may extend the Agreement for another five years after which it will renew automatically. Both parties may terminate the Agreement at any time and upon two years' notice, to allow the City sufficient time to obtain alternative arrangements for stormwater management in the area covered by the Agreement. There is no monetary component to the Agreement, however, the City incurs costs to maintain and operate the District's facilities, in turn for a Lease and License of the facilities and adjacent property.

A long-term alternative to this agreement involves designing and constructing a new underground piping system, within the City's rights-of-way, to convey stormwater in the areas currently served by the District's existing infrastructure. A project of this magnitude would cost millions of dollars which would include engineering, construction, and ongoing

maintenance. The Public Works Department is working on an update to the Master Plan of Drainage, which will include the contemplation of this long-term alternative. Continuing to utilize the District's existing infrastructure under this agreement will only cost tens of thousands in staff labor. By leveraging the established system, the City ensures efficient and effective stormwater management by using staff labor.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

Entering into this new agreement has no financial impact as there is no change to the costs for maintaining the applicable ODD #1 infrastructure. The Stormwater Fund (Fund 114) is a combination of the General Fund (Fund 101) and County Stormwater Assessment money, commonly known as Benefit Assessment Units (BAU), that funds the operating budget for all stormwater-related operation and maintenance activities. Labor costs for maintaining applicable ODD #1 infrastructure are included in the City Council approved FY 24-25 Stormwater operating budget. Funding for subsequent fiscal years will be requested through the annual budget process.

COMMITTEE OUTCOME

As of the date of this City Council agenda being posted, there is not yet an outcome from the January 28, 2025 Public Works and Transportation Committee. Staff is available to answer any questions.

Prepared by: Timothy Beaman, Assistant Public Works Director, Jan Hauser, Wastewater Division Manager, Luis Ortega, Management Analyst

ATTACHMENTS

1. Agreement A-8566
2. Final Agreement Exhibit A Doris Avenue Ditch
3. Final Agreement Exhibit B Fifth Street Ditch

AGREEMENT

THIS AGREEMENT (**"Agreement"**) is entered into this first (1st) day of March 2025 (the "**Effective Date**"), by and between the City of Oxnard (**"City"**) and the Oxnard Drainage District #1, a district organized under the provisions of the Drainage District Act of 1903 (**"District"**).

WHEREAS, District, by an Indenture dated January 2, 1919, recorded in Book 164 of Deeds at Page 408, in the office of the County Recorder of Ventura County, California, acquired all the right, title and interest of Patterson Ranch Company, to lay, install, construct, maintain and operate tile, pipe, conduits, drains, ditches and canals for drainage purposes only, in, through, across on and over said Patterson Ranch, or any portion thereof ("ODD Facilities").

WHEREAS, City and District have heretofore entered into a lease agreement dated September 25, 1968. Such agreement was supplanted in its entirety by a new agreement, dated November 1, 1980. All prior agreements, including, but not limited to the aforementioned 1968 and 1980 agreements and any amendments thereto, are intended to be supplanted in their entirety by this Agreement and the rights, privileges, powers and immunities, and the duties, obligations and restrictions of the parties with respect to the facilities hereinafter described shall be solely determined in accordance with this Agreement from the Effective Date forward.

WHEREAS, City desires to receive a license from District for the right and privilege to use a portion of the ODD Facilities hereinafter described on the terms and subject to the conditions hereinafter described for the purpose of disposing of storm water and other surface water drainage.

NOW, THEREFORE, in consideration of the premises and the covenants herein made, District does hereby grant a non-exclusive license to City, for the Term and upon the terms and conditions hereinafter stated, the following described property and a portion of the ODD Facilities:

1. **Description of Property**

A. District hereby grants a license to City for access to and use the ODD Facilities as follows:

i. The right to lay, install, construct, maintain and operate conduits, drains, ditches and canals for drainage purposes only, in, through, across, on or over the property described in Exhibit A, attached hereto and incorporated herein. Said property, for convenience, is sometimes hereinafter referred to as the **Doris Avenue Ditch**.

ii. The right to lay, install, construct, maintain and operate conduits, drains, ditches and canals for drainage purposes only, in, through, across, on or over the property described in Exhibit B, attached hereto and incorporated herein. Said property, for convenience, is sometimes hereinafter referred to as the **Fifth Street Ditch**.

iii. In addition to the above-described property, the District does hereby grant to the City a license to use an area twenty (20) feet in width adjacent to the property described in this paragraph 1.A. The license area shall be selected jointly by the District and the City, shall be located where practical on each side of the parcel to which it is adjacent and shall be used solely for the purpose of maintaining the property described in this paragraph 1.A.

B. The property described in paragraph 1, subparagraph A, subsections i through iii, above, shall herein be referred to cumulatively as the "**Property**." The Doris Avenue Ditch and the Fifth Street Ditch are sometimes herein collectively referred to as the "**Ditches**" or singularly as a "**Ditch**".

C. There shall be no consideration, charge or rent for the Property other than the maintenance obligations set forth in paragraph 2 and the other obligations of the City described herein.

2. Operation and Maintenance of Ditches

A. City shall operate and maintain the Ditches, during the Term of this Agreement. The terms "operate and maintain" shall include all acts necessary or reasonably necessary to maintain a continued flow in said Ditches of surface or subsurface water which has seeped into, or has been caused or permitted to flow therein, without unnecessary "ponding" in stagnant pools; such terms shall also include the elimination, insofar as possible, of weeds, trees, and other growth in and along the Ditches and the banks thereof, and all acts or practices necessary to prevent the erosion of adjoining lands by the flow of water in said Ditches, and all acts and practices necessary to prevent the overflow resulting in flooding of adjoining lands from water from said Ditches. No water shall be permitted to be discharged into the Ditches in any concentrated or accelerated manner so that erosion or flooding of adjoining lands results.

B. In the event the license defined in paragraph 1(A)(iii) is interrupted or suspended, City's obligation to maintain the Ditch adjacent to such license shall be abated pending the restoration by the District of the right of access.

C. City shall also operate and maintain said Ditches in such fashion that surface and subsurface ditches, drains, tiles and pipes now existing or hereafter installed on, in and under agricultural lands adjacent to the Doris Avenue and Fifth Street Ditches, and used to drain said agricultural lands, and for leaching salts and other deleterious substances from said lands, shall drain into the Ditches. No part of the Ditches shall be lined with cement, asphalt or any other non-porous substances without leaving sufficient openings and "weep holes" to drain such agricultural lands, it being the intention of the parties that improvement of the said facilities shall be done in such fashion as will not raise the water table under the agricultural lands adjacent to the Property. Any future drains installed by either party within the Ditches shall not cause any erosion or damage to any existing Ditch. Any connection or pipe constructed by the District for the purpose of discharging

water into the ditch shall be installed with the prior approval of the City, so as to prevent erosion of the Ditches.

D. It is recognized and agreed that agricultural land included within the District will not receive any direct or indirect benefit from this Agreement. The owners of such lands shall have the unrestricted right to discharge agricultural drainage waters into such Ditches at all times subject to all applicable federal, state, regional, or local conditions, limits, permits, monitoring or restrictions thereto. Agricultural discharges shall comply with agricultural water quality requirements, and will not discharge any type of prohibited substances into the Ditches.

3. Remedies

A. In addition to any remedy available to the District or the City, as set forth herein, and not in limitation thereof, in the event the District's engineer shall determine that any physical condition, including but not limited to plant and tree growth in the Ditches and that silting exists in any Ditches so as to materially inhibit the flow of drainage in such Ditches, or present any danger or risk of flooding to property adjoining such Ditch or in the vicinity thereof, or prevent the depositing of subsurface drainage into said Ditch, District, after demand upon City and failure of City to undertake actions to correct such condition within a period of thirty (30) days or as may be mutually agreed upon by the parties, following the making of such demand, District may cause said condition to be corrected or cured at the cost of City.

B. In the event of the failure of City to perform its obligations under this Agreement, within the time required by this Agreement, or if no time is specified, within a reasonable time, considering all the facts and circumstances then existing, after receipt of written demand from District that the action required hereunder be taken, or that action or conditions prohibited hereunder be ended, then the District shall have the following remedies in the alternative:

(i) District shall have the right to take, or cause to be taken, the action which had been demanded of City, or to seek a declaratory judgment from the Ventura County Superior Court in order to cause compliance with the obligations of City under this Agreement, and District, in taking any such action, shall have the right to go onto the subject property and exercise thereon, therein and thereunder all the rights which District could exercise with respect to such property had this lease Agreement not been entered into. In the event the District shall take, or cause to be taken any action pursuant to this paragraph (i), City shall pay to District the reasonable cost of such action. In the event City shall fail and refuse to pay such cost, the dispute shall be submitted to the Ventura County Superior Court for a declaratory judgment of the rights of the parties under this Agreement. In the event of a declaratory judgment that any action demanded by District was reasonably required under the terms of this Agreement, then City shall immediately commence such action if District shall not already have taken it; and in the event of a declaratory judgment that any action taken by the District, after

failure or refusal by City to take such action after a demand therefor, was action District was reasonably entitled to take under the terms of this Agreement, then City shall pay the cost of such action taken by District, and in either of such cases shall pay the costs of suit incurred by District in such action for declaratory relief, including a reasonable attorney's fee to be determined by the Court.

(ii) In the event, after the rendering of a declaratory judgment that District may reasonably require the performance of specified acts by City, or the termination of specified acts or conditions by City, pursuant to the terms of this Agreement, City fails to perform such acts or terminate such acts or conditions, as the case may be, District may cancel this lease Agreement and all rights of City arising under this Agreement shall thereupon cease and terminate including, without limitation, the right to drain non-agricultural lands into the Ditches.

4. Notice

The Designated Representatives listed below shall be authorized to act on behalf of the City and District, be responsible for negotiations and contractual matters, and coordinate with each other to perform under this Agreement.

City Representative:	District Representative
Jan Hauser Waste Water Division Manager (805) 271-2205 jan.hauser@oxnard.org 6001 Perkins Road Oxnard, CA 93033	Greg Lewis Duda Farm Fresh Foods 860 Pacific Ave Oxnard, CA 93030 (805) 814-0646 greg.lewis@duda.com

5. Mutual Cooperation

The parties agree to cooperate and work together to ensure that the City maintains the Property in a safe manner throughout the Term of this Agreement. The District shall cooperate with the City in ensuring that the City complies with all regulatory and water quality standards respecting the Property and the Ditches and the water contained therein. The District agrees to cooperate with the City by providing access for any future mitigation measures or devices that may be required and to cooperate with the City in the application for any grants or other funding that might enhance the water quality on the Property.

6. Indemnification

A. The City agrees to and does hereby indemnify District, its directors, officers, employees, members and the owners of property within the District, and hold said District, its directors, officers, employees, owners, and members harmless from and against any and all actions, proceedings, damages, claims, taxes, demands or liabilities, by any person or persons, entity or entities in respect to any or all of the activities of City, its agents,

employees, or third persons or entities contracting with them, for all acts and/or omissions taken or made under or pursuant to this Agreement, and against all damages or charges sustained or incurred thereby.

B. The duty to defend is a separate and distinct obligation from the City's duty to indemnify. The City shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, immediately upon tender to the City of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the District shall not relieve the City from its separate and distinct obligation to defend the District. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if the City asserts that liability is caused in whole or in part by the negligence or willful misconduct of the District. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the District, the City may submit a claim to the District for reimbursement of reasonable attorneys' fees and defense costs.

C. This Section shall survive expiration of this Agreement or its earlier termination.

7. No Other Agreement or Rights Granted

Any right, title or interest granted to City herein shall not give City any right, title or interest in or to any other easement, right of way, pipe, tile line, ditch or any other property or facility owned by District, and the parties hereto specifically acknowledge that no representation of any kind, and no plans, have been made which involve District granting to City any rights or privileges other than those specifically set forth herein.

8. Term of Lease & License

A. The term of this Agreement (the "**Initial Term**") shall begin on the Effective Date and shall terminate five (5) years from the Effective Date unless extended or terminated as provided for herein.

B. This Agreement shall automatically renew at the end of each Term for additional five (5) year terms (each an "**Extended Term**") unless terminated as set forth below. The Initial Term and all Extended Terms are herein sometimes referred to as the "**Term**".

C. This Agreement may be terminated by either party at any time after the expiration of the Initial Term by providing written notice to the other party at least two (2) years prior to the expiration of the Extended Term. If such notice is properly given, such termination shall be effective at the end of the Extended Term. Notwithstanding the foregoing, this Agreement may be terminated at any time upon the written agreement of both parties.

9. Covenant Against Assessments

The City agrees that no part of the agricultural lands included within the District shall be included in any special improvement district, or any special assessment district, by the City for the purpose of raising funds through taxation for the operation and/or maintenance of the Ditches, or for making improvements thereto, or for carrying out any of the purposes of this Agreement. Notwithstanding the foregoing prohibition, the owners of such agricultural lands shall have the right to discharge agricultural drainage waters into such Ditches at all times.

10. Force Majeure

City shall be excused from performance under this Agreement to the extent it is prevented from performing required maintenance due to an Act of God, fire, flood, earthquake, or other unforeseen or unanticipated event that prevents the City's performance, and when satisfactory evidence is presented to the District and non-performance is not due to fault or neglect of the City.

11. Governing Law

The construction and interpretation of this Agreement and the rights and duties of the City and District hereunder shall be governed by the laws of the State of California.

12. Assignment

Neither party may assign this Agreement nor delegate its rights or duties under this Agreement without the written consent of the other party, which consent may be withheld at the sole and absolute discretion of the other party.

13. Successors and Assigns

Subject to the terms of Section 12, above, this Lease and License Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the City and the District, for the benefit of the Property.

14. Entire Agreement

This Agreement constitutes the entire agreement of the City and District regarding the subject matter hereof and supersedes all prior communications, agreements and promises, either oral or written.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Lease and License on the Effective Date first written above.

City of Oxnard

☐ Luis Mc Arthur, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager

ATTEST:

Lourdes A. López, City Clerk Date
(if Mayor executes)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date

Oxnard Drainage District #1

Greg Lewis, President Date

Gary D. Arnold, Secretary Date

[1] The City Council must authorize and the Mayor must execute any property license over $100,000 annually, over 3 years, or both. The City Manager may authorize and execute any such license up to $100,000 annually if up to 3 years. The Purchasing Manager may authorize and execute any such license up to $50,000 annually if up to 3 years.

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Exhibit A - Doris Avenue Ditch

Oxnard Maintenance Responsibility
Doris Avenue Ditch

1:4,800

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

City of Oxnard GIS, The City of Oxnard GIS Division

Exhibit B - Fifth Street Ditch

Oxnard Maintenance Responsibility
Fifth Street Ditch

1:4,800

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

City of Oxnard GIS, The City of Oxnard GIS Division

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CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7

DATE: February 4, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Multiple Agreements for On-Call Professional Engineering Services for Water, Wastewater, and Recycled Water Systems.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from February 5, 2025, to February 4, 2026, with an option for four consecutive one-year period extensions ending February 4, 2030, for on-call professional engineering services for Water, Wastewater, and Recycled Water Systems:

1. Agreement 32500306 AECOM Technical Services, Inc. for a total amount not to exceed $1,000,000;
2. Agreement 32500307 Brown & Caldwell for a total amount not to exceed $1,000,000;
3. Agreement 32500308 Carollo Engineers, Inc. for a total not-to-exceed amount of $1,000,000;
4. Agreement 32500309 Dudek for a total amount not to exceed $1,000,000;
5. Agreement 32500310 GHD, Inc. for a total amount not to exceed $1,000,000;
6. Agreement 32500311 Kennedy Jenks Consultants, Inc., for a total amount not to exceed $1,000,000;
7. Agreement 32500326 Michael K. Nunley & Associates, Inc. DBA MKN for a total amount not to exceed $1,000,000;
8. Agreement 32500328 MNS Engineers, Inc. for a total amount not to exceed $1,000,000;
9. Agreement 32500312 Stantec Consulting Services, Inc. for a total amount not to exceed $1,000,000; and
10. Agreement 32500313 Woodard & Curran for a total amount not to exceed $1,000,000.

(As of the date of this City Council agenda being posted, there is not yet an outcome from the January 28, 2025 Public Works and Transportation Committee. Staff is available to answer any questions.)

BACKGROUND

The Water and Wastewater Divisions utilize consulting firms to provide licensed technical expertise on various subjects within the Waster, Wastewater, and Recycled Water systems. Agreements with these specialty firms are necessary due to the nature and volume of the work within the divisions and will continue to support the departmental needs for various projects. There are currently seven utility on-call professional service agreements. Existing agreements have an initial expiration of January 31, 2025, and in some cases, a time extension has been approved to accommodate open task orders. The following summary includes the not-to-exceed (NTE) and amount spent as of December 19, 2024:

#	Vendor	Agreement #	Agreement Start Date	NTE Value	Spent to Date
1	AECOM Technical Services, Inc.	A-8415	March 1, 2022	$1.5M	$791,279.04
2	Brown & Caldwell	A-8399	March 1, 2022	$750,000	$167,446.86

3	Carollo	A-8413	February 1, 2022	$750,000	$523,264.09
4	Dudek	A-8410	March 1, 2022	$1M	$117,281.00
5	GHD	A-8393	February 1, 2022	$1.5M	$423,794.14
6	Kennedy Jenks	A-8411	February 1, 2022	$750,000	$380,722.02
7	MNS	A-8405	February 1, 2022	$1M	$694,418.08

Pre-approved on-call professional service agreements reduce the amount of time necessary to complete certain types of smaller utility projects. These specialized services include but are not limited to project management, feasibility studies and assessments, design and engineering services, regulatory compliance and permitting, construction management and inspection, operational support and optimization, hydraulic modeling and analysis, sustainability and resource management, community and stakeholder engagement, and reporting and documentation.

DISCUSSION

On September 11, 2024, the Purchasing Department issued a Request for Qualification (RFQ) 25-29 for On-Call Professional Engineering Services. The RFQ was directly sent to six potential vendors and published on www.PublicPurchase.com as well as the City's Purchasing website. Proposals were due October 17, 2024, and a total of 15 proposals were received from the following vendors:

Aecom	Advanced Hydro Engineering	Brown & Caldwell
Cannon	Carollo Engineers, Inc.	Dudek
Filippin Engineering	Geosyntec Consultants	GHD
Kennedy Jenks Consultants	MKN & Associates	MNS Engineers
Stantec Consulting Services, Inc	Water Systems Consulting	Woodard & Curran

A panel that consisted of the Wastewater Division Manager, Interim Water Division Manager, and Assistant Director of Public Works selected 10 firms with a determination that the vendors in the above Recommendation section are the highest-ranked proposers based on the scoring criteria listed in the RFQ. Scoring criteria consisted of company profile, assigned staff, relevant experience and overall responsiveness that best met the City's criteria from the RFQ, consistent with the City's municipal code. Additionally, the awarded vendors meet all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that the awarded vendors are capable of satisfactorily performing On-Call Professional Services to the Water, Wastewater, and Recycled Water facilities.

Professional services under these agreements will be composed of task orders for each individual project assigned by the City and under the supervision of a Project Manager. The task order proposal will identify a concise description of the scope of work to be performed by the consultant, the method by which the consultant plans on completing the work, and a schedule for completion of the work. It is the consultant's responsibility to determine the best and most cost-effective method to complete the work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Once the City has received all proposals, they will review each and make a selection of the firm based on factors that include price, experience, methods, and schedule.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for each agreement shall not exceed $1,000,000 over five years if extended. Funding will be charged from available funds in the Water Operating and Capital Funds 601 & 602 or Wastewater Operating and Capital Funds 611 & 612 dependent upon the services performed by task orders and available funds. The respective Division/Project Manager will ensure sufficient funding is available in the approved operating budget for related tasks prior to initiating work orders or services performed. Subsequent fiscal year allocations will be requested during the annual budget process.

COMMITTEE OUTCOME

As of the date of this City Council agenda being posted, there is not yet an outcome from the January 28, 2025 Public Works and Transportation Committee. Staff is available to answer any questions.

Prepared by: Timothy Beaman, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32500306 AECOM Technical Services, Inc.
2. Agreement 32500307 Brown & Caldwell
3. Agreement 32500308 Carollo Engineers, Inc.
4. Agreement 32500309 Dudek
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8. Agreement 32500328 MNS Engineers, Inc.
9. Agreement 32500312 Stantec Consulting Services Inc
10. Agreement 32500313 Woodard & Curran
11. Prior Agreement Rates and Costs Exhibits

ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND AECOM Technical Services, Inc.

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of AECOM Technical Services, Inc. ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. [Intentionally Omitted]

2. SUMMARY DESCRIPTION OF SERVICES.

On-call Professional Engineering Services for the Water, Wastewater, and Recycled Water systems for the City of Oxnard for small to medium size technical and administrative tasks on an as needed basis.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

AECOM Technical Services, Inc., a corporation of the State of California, located at 999 Town and Country Road, Orange, CA 92868.

4. TERM OF AGREEMENT: From: February 5, 2025 To: February 4, 2026

A. Time is of the essence in this Agreement

B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. **AGREEMENT AMOUNT NOT TO EXCEED:** $1,000,000.00 [1]

6. **AGREEMENT EXHIBITS**. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services and Task Order Template
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

7. **DESIGNATED REPRESENTATIVES.** The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative	Consultant Designated Representative
Name: Timothy Beaman	Name: Bryan C. Paine
Title: Asst Director of Utilities	Title: Vice President, Company Officer
Phone: (805) 385-8141	Phone: (714) 483-1354
Email: timothy.beaman@oxnard.org	Email: bryan.paine@aecom.com

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

Address: 6001 Perkins Road, Oxnard, CA 93033	Address: 999 Town & Country Road, Orange, CA 92868

8. **CONTRACTUAL PREREQUSITIES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

    A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
    B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. **CONSULTANT'S SERVICES.**

    A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
    B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
    C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
    D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of

the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. FEDERAL GRANT FUNDING REQUIREMENTS . [RESERVED]

16. **INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

    Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant T and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. **LAWFUL PERFORMANCE.** Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. **SAFETY REQUIREMENTS.** Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of

Consultant 's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. **STANDARD OF PERFORMANCE; WARRANTY.** Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

    A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
    (1) Has thoroughly reviewed and considered the services and work to be performed; and
    (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
    (3) Has carefully considered how the services and related work should be performed; and
    (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. **OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY.** City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.
    A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
    B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports

concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.

C. Records and Inspections**.** The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. **NOTICE OF BREACH AND OPPORTUNITY TO CURE.** Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. **NOTICE.** All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. **INDEMNIFICATION, HOLD HARMLESS & DEFENSE.** Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

    A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002

Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. **PREVAILING WAGE REQUIREMENTS.** The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit "E" attached to this Agreement.
    A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html
    B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
    C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. **IRAN CONTRACTING ACT.** In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars ($1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.
    A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars ($1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of

ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

28. **SUBCONTRACTING.** If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

29. **CONFLICT OF INTEREST.** Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. **DISPUTES.** Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. **DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an

Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a “blindfold” process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. **ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant 's Services pursuant to this Agreement shall be provided by the Consultant’s Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant 's performance of this Agreement without the prior written approval of City, by and through the City’s Designated Representative.

33. **CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant’s risk, until written instructions are received from the Project Manager.

34. **REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit “A”, Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. **AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted

by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. **ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

37. **NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. **COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. **FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. **GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.
42. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. **INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. **NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. **EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. **INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing

additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. **CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.
49. **ACKNOWLEDGEMENT.** By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

☐Luis Mc Arthur, Mayor[2] Date
☐Jennifer Yates, Purchasing Manager[3]

AECOM Technical Services, Inc.

Bryan C. Paine, Date
Vice President, Company Officer

Bryan Rash,[4] Date
Assistant Secretary

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Date
Attorney (always required)

[2] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[3] The Purchasing Agent may execute any authorized agreement up to $200,000.

[4] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

ON-CALL PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and AECOM Technical Services, Inc.)

SCOPE OF SERVICES

PROJECT MANAGERS:
Water: Chris Peyton Phone: 805-385-8111
email: chris.peyton@oxnard.org
Water: Susan Pan Phone: 805-200-5390
email: susan.pan@oxnard.org
Wastewater: Jan Hauser Phone: 805-271-2205
email: jan.hauser@oxnard.org

The Consultant shall furnish all necessary labor, materials, equipment and other incidental and appurtenant work to provide On-Call Professional Engineering Services for the Water, Wastewater, and Recycled Water systems for the City of Oxnard.

The Scope of Work may include, but not be limited to, consulting and project management related to the following systems and appurtenances:

Water Distribution
- Pump stations
- Pipelines

Water Treatment
- Desalter groundwater treatment

Water Production
- Wells
- Blending stations

Advanced Water Purification
- MF and RO membrane treatment
- Regulatory compliance
- Distribution
- Groundwater recharge
- IPR/DPR

Wastewater Collection
- Gravity sewer lines
- Manholes
- Lift Stations
- Force mains
- I/I analysis

Wastewater Treatment
- Process analysis and design
- Plant hydraulics
- Odor control

General
- Chemical storage and dosing
- Pumping systems
- Electrical systems
- Cost estimating

Project Management

- Define task order objectives, scope, and deliverables.
- Develop and maintain a detailed project schedule, including milestones and deadlines.
- Conduct progress meetings with the key project stakeholders.
- Track project budget, resources, and timelines to ensure efficient execution.

Feasibility Studies and Assessments

- Conduct preliminary assessments of existing water, wastewater, and recycled water systems.
- Evaluate the feasibility of proposed projects, including cost-benefit analysis and risk assessments.
- Provide technical reports summarizing findings, recommendations, and potential impacts.

Design and Engineering Services

- Develop conceptual, preliminary, and detailed designs for water, wastewater, and recycled water systems.
- Prepare engineering drawings, specifications, and construction documents.
- Ensure designs comply with local, state, and federal regulations, as well as industry standards.

Regulatory Compliance and Permitting

- Assist in obtaining necessary permits from regulatory agencies.
- Provide guidance on compliance with environmental regulations, including water quality standards and discharge permits.
- Prepare and submit required regulatory documentation and reports.

Construction Management and Inspection

- Provide oversight during the construction phase, including site inspections and quality assurance.
- Review and approve contractor submittals, including shop drawings and material specifications.
- Monitor construction progress to ensure adherence to design specifications and project timelines.

Operational Support and Optimization

- Conduct operational assessments of existing systems to identify inefficiencies and areas for improvement.
- Provide recommendations for optimizing system performance and reducing operational costs.
- Assist in the development of standard operating procedures (SOPs) and maintenance plans.

Hydraulic Modeling and Analysis

- Review and exercise hydraulic models for water, wastewater, and recycled water systems.
- Perform system capacity analysis to evaluate current and future demands.

- Use modeling tools to simulate various scenarios and assess the impact on system performance.

Sustainability and Resource Management

- Provide expertise in water conservation strategies and demand management.
- Assess opportunities for integrating recycled water into existing systems.
- Develop strategies for reducing energy consumption and greenhouse gas emissions in utility operations.

Community and Stakeholder Engagement

- Facilitate public meetings and stakeholder consultations to gather input and address concerns.
- Prepare and distribute informational materials to communicate project objectives and benefits.
- Assist in developing and implementing communication plans to keep the public informed throughout the project.

Reporting and Documentation

- Prepare detailed reports summarizing project progress, findings, and recommendations.
- Maintain comprehensive records of all project-related activities, including communications, approvals, and changes.
- Provide final project documentation, including as-built drawings, operation manuals, and maintenance schedules.

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California

93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard [Consultant]

_____ _____

[designated rep] Date [Name & Title] Date

_____ _____

Insert Department
Assistant Director/Director Date [Name & Title] Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

EXHIBIT B

ON-CALL PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and AECOM Technical Services, Inc.)

SCHEDULE OF COMPENSATION

AECOM

Staff	Title	Rate
Engineers, Planners, Architects, Scientists		
Technician		$107.00 per hour
Engineer I	Specialist I	$126.00 per hour
Engineer II	Specialist II	$141.00 per hour
Engineer III	Specialist III	$158.00 per hour
Engineer IV	Specialist IV	$170.00 per hour
Engineer V	Specialist V	$180.00 per hour
Engineer VI	Specialist VI	$208.00 per hour
Engineer VII	Specialist VII	$225.00 per hour
Engineer VIII	Specialist VIII	$237.00 per hour
Project Manager I	Senior Engineer I	$253.00 per hour
Project Manager II	Senior Engineer II	$268.00 per hour
Project Manager III	Senior Engineer III	$284.00 per hour
Project Manager IV	Senior Engineer IV	$295.00 per hour
Project Manager V	Senior Engineer V	$310.00 per hour
Construction Administration Personnel		
Resident Project Representative		$164.00 per hour
Senior Resident Project Representative		$191.00 per hour
Resident Engineer		$231.00 per hour
Technical Support Staff		
Clerical/ General Office		$106.00 per hour
Administrative Specialist		$122.00 per hour
Drafter CADD Technician		$110.00 per hour
CADD Operator		$134.00 per hour
Designer		$148.00 per hour
Senior Designer		$174.00 per hour
CADD Supervisor		$193.00 per hour
Direct Project Expenses		
Subcontracted or Subconsultant Services/Reproduction		Cost + 5%
Auto Mileage		IRS Rate Per mile
Travel & Subsistence		Cost + 5%

- *If authorized by the Client, an overtime premium multiplier of 1.5 may be applied to the billing rate of 1.5 may be applied to the billing rate of hourly personnel who work overtime in order to meet a deadline which cannot be met during normal business hours.*

EXHIBIT C

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and AECOM Technical Services, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.
11/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG . $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☼ Included in Limits
☼ In Addition to Limits

☼ Deductible ☼ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☼ Per Occurrence ☼ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☼ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☼ COMMERCIAL GENERAL LIABILITY ☼ Claims Made
☼ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☼ OWNERS & CONTRACTORS PROTECTIVE ☼ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☼ GENERAL		
☼ PRODUCTS/COMPLETED OPERATIONS		
☼ PERSONAL & ADVERTISING INJURY		
☼ FIRE DAMAGE		
☼ _____		
☼ _____		

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☼ Broker/Agent ☼ Underwriter ☼ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)
Telephone: ( ) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 11/24 INS-A.doc

EXHIBIT D

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and AECOM Technical Services, Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and AECOM Technical Services, Inc.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to

City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials,

officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

EXHIBIT F

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and AECOM Technical Services, Inc.)

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision
(b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_ in the State of

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_ in the State of

ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND BROWN AND CALDWELL

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Brown and Caldwell ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. [Intentionally Omitted]

2. SUMMARY DESCRIPTION OF SERVICES.

On-call Professional Engineering Services for the Water, Wastewater, and Recycled Water systems for the City of Oxnard for small to medium size technical and administrative tasks on an as needed basis.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Brown and Caldwell a corporation of the State of California, located at 1000 Wilshire Blvd., Ste 1690, Los Angeles, CA 90017.

4. TERM OF AGREEMENT: From: February 5, 2025 To: February 4, 2026

A. Time is of the essence in this Agreement

B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. **AGREEMENT AMOUNT NOT TO EXCEED:** $1,000,000.00 [1]

6. **AGREEMENT EXHIBITS**. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services and Task Order Template
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

7. **DESIGNATED REPRESENTATIVES.** The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative	Consultant Designated Representative
Name: Timothy Beaman	Name: Adam Zacheis
Title: Assistant Director of Utilities	Title: Vice President
Phone: (805) 385-8141	Phone: (714) 716-6607
Email: timothy.beaman@oxnard.org	Email: azacheis@brwncald.com

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

Address: 6001 Perkins Road, Oxnard, CA 93033	Address: 1000 Wilshire Boulevard, Suite 1690, Los Angeles, CA 90017

8. **CONTRACTUAL PREREQUSITIES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

    A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
    B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. **CONSULTANT'S SERVICES.**

    A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
    B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
    C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
    D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of

the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. **PAYMENT and INVOICES.** The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. **OPTION TO EXTEND AGREEMENT.** When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. **MODIFICATION OF AGREEMENT.** This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. **TERMINATION OF AGREEMENT.** City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. **FEDERAL GRANT FUNDING REQUIREMENTS . [RESERVED]**

16. **INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

    Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant T and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. **LAWFUL PERFORMANCE.** Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. **SAFETY REQUIREMENTS.** Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of

Consultant 's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. **STANDARD OF PERFORMANCE; WARRANTY.** Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

    A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
    (1) Has thoroughly reviewed and considered the services and work to be performed; and
    (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
    (3) Has carefully considered how the services and related work should be performed; and
    (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. **OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY.** City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

    A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
    B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports

concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.

C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. **NOTICE OF BREACH AND OPPORTUNITY TO CURE.** Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. **NOTICE.** All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. **INDEMNIFICATION, HOLD HARMLESS & DEFENSE.** Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

    A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002

Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. **PREVAILING WAGE REQUIREMENTS.** The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit "E" attached to this Agreement.
    A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html
    B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
    C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. **IRAN CONTRACTING ACT.** In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars ($1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

    A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars ($1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of

ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

28. **SUBCONTRACTING.** If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

29. **CONFLICT OF INTEREST.** Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. **DISPUTES.** Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. **DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an

Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a “blindfold” process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. **ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant 's Services pursuant to this Agreement shall be provided by the Consultant’s Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant 's performance of this Agreement without the prior written approval of City, by and through the City’s Designated Representative.

33. **CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant’s risk, until written instructions are received from the Project Manager.

34. **REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit “A”, Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. **AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted

by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. **ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

37. **NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. **COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. **FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. **GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.
42. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. **INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. **NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. **EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. **INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing

additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. **CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.
49. **ACKNOWLEDGEMENT.** By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

☐Luis Mc Arthur, Mayor[2] Date
☐Jennifer Yates, Purchasing Manager[3]

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

BROWN AND CALDWELL

Adam Zacheis, Vice President Date

Robert D. Goodson,[4] Secretary Date

[2] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[3] The Purchasing Agent may execute any authorized agreement up to $200,000.

[4] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

ON-CALL PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Brown and Caldwell)

SCOPE OF SERVICES

PROJECT MANAGERS:
Water: Chris Peyton Phone: 805-385-8111
email: chris.peyton@oxnard.org
Water: Susan Pan Phone: 805-200-5390
email: susan.pan@oxnard.org
Wastewater: Jan Hauser Phone: 805-271-2205
email: jan.hauser@oxnard.org

The Consultant shall furnish all necessary labor, materials, equipment and other incidental and appurtenant work to provide On-Call Professional Engineering Services for the Water, Wastewater, and Recycled Water systems for the City of Oxnard.

The Scope of Work may include, but not be limited to, consulting and project management related to the following systems and appurtenances:

Water Distribution
- Pump stations
- Pipelines

Water Treatment
- Desalter groundwater treatment

Water Production
- Wells
- Blending stations

Advanced Water Purification
- MF and RO membrane treatment
- Regulatory compliance
- Distribution
- Groundwater recharge
- IPR/DPR

Wastewater Collection
- Gravity sewer lines
- Manholes
- Lift Stations
- Force mains
- I/I analysis

Wastewater Treatment
- Process analysis and design
- Plant hydraulics
- Odor control

General
- Chemical storage and dosing
- Pumping systems
- Electrical systems
- Cost estimating

Project Management

- Define task order objectives, scope, and deliverables.
- Develop and maintain a detailed project schedule, including milestones and deadlines.
- Conduct progress meetings with the key project stakeholders.
- Track project budget, resources, and timelines to ensure efficient execution.

Feasibility Studies and Assessments

- Conduct preliminary assessments of existing water, wastewater, and recycled water systems.
- Evaluate the feasibility of proposed projects, including cost-benefit analysis and risk assessments.
- Provide technical reports summarizing findings, recommendations, and potential impacts.

Design and Engineering Services

- Develop conceptual, preliminary, and detailed designs for water, wastewater, and recycled water systems.
- Prepare engineering drawings, specifications, and construction documents.
- Ensure designs comply with local, state, and federal regulations, as well as industry standards.

Regulatory Compliance and Permitting

- Assist in obtaining necessary permits from regulatory agencies.
- Provide guidance on compliance with environmental regulations, including water quality standards and discharge permits.
- Prepare and submit required regulatory documentation and reports.

Construction Management and Inspection

- Provide oversight during the construction phase, including site inspections and quality assurance.
- Review and approve contractor submittals, including shop drawings and material specifications.
- Monitor construction progress to ensure adherence to design specifications and project timelines.

Operational Support and Optimization

- Conduct operational assessments of existing systems to identify inefficiencies and areas for improvement.
- Provide recommendations for optimizing system performance and reducing operational costs.
- Assist in the development of standard operating procedures (SOPs) and maintenance plans.

Hydraulic Modeling and Analysis

- Review and exercise hydraulic models for water, wastewater, and recycled water systems.
- Perform system capacity analysis to evaluate current and future demands.

- Use modeling tools to simulate various scenarios and assess the impact on system performance.

Sustainability and Resource Management

- Provide expertise in water conservation strategies and demand management.
- Assess opportunities for integrating recycled water into existing systems.
- Develop strategies for reducing energy consumption and greenhouse gas emissions in utility operations.

Community and Stakeholder Engagement

- Facilitate public meetings and stakeholder consultations to gather input and address concerns.
- Prepare and distribute informational materials to communicate project objectives and benefits.
- Assist in developing and implementing communication plans to keep the public informed throughout the project.

Reporting and Documentation

- Prepare detailed reports summarizing project progress, findings, and recommendations.
- Maintain comprehensive records of all project-related activities, including communications, approvals, and changes.
- Provide final project documentation, including as-built drawings, operation manuals, and maintenance schedules.

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California

93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard [Consultant]

_____ _____

[designated rep] Date [Name & Title] Date

_____ _____

Insert Department
Assistant Director/Director Date [Name & Title] Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

EXHIBIT B

ON-CALL PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Brown and Caldwell)

SCHEDULE OF COMPENSATION

Brown and Caldwell Rate Sheet by Classification

Assumes 5 year contract.

Classification Title	Rate ($)
Vice President	$ 359.00
Chief Engineer	$ 337.00
Executive Engineer	$ 324.00
Managing Engineer	$ 298.00
Principal Engineer	$ 274.00
Supervising Engineer	$ 254.00
Senior Engineer	$ 236.00
Engineer III	$ 198.00
Engineer II	$ 182.00
Engineer I	$ 170.00
Engineering Aide	$ 144.00
Intern II	$ 91.00
Supervising Designer	$ 251.00
Principal Designer	$ 191.00
Senior Designer	$ 171.00
GIS Specialist II	$ 147.00
Graphic Design Manager	$ 237.00
Senior Graphic Designer	$ 172.00
Graphic Designer	$ 135.00
Accountant III	$ 139.00
Accountant II	$ 116.00
Project Analyst III	$ 144.00
Project Analyst II	$ 120.00
Senior Technical Writer	$ 172.00
Technical Writer	$ 155.00

EXHIBIT C

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Brown and Caldwell)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.
11/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG . $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☼ Included in Limits
☼ In Addition to Limits

☼ Deductible ☼ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☼ Per Occurrence ☼ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☼ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☼ COMMERCIAL GENERAL LIABILITY ☼ Claims Made
☼ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☼ OWNERS & CONTRACTORS PROTECTIVE ☼ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☼ GENERAL		
☼ PRODUCTS/COMPLETED OPERATIONS		
☼ PERSONAL & ADVERTISING INJURY		
☼ FIRE DAMAGE		
☼ _____		
☼ _____		

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☼ Broker/Agent ☼ Underwriter ☼ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)
Telephone: ( ) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: (_____) Date Signed _____

Rev. 11/24 INS-A.doc

EXHIBIT D

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Brown and Caldwell)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Brown and Caldwell)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to

City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials,

officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

EXHIBIT F

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Brown and Caldwell)

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision
(b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_ in the State of

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_ in the State of

ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND CAROLLO ENGINEERS, INC.

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Carollo Engineers, Inc. ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. [Intentionally Omitted]

2. SUMMARY DESCRIPTION OF SERVICES.

On-call Professional Engineering Services for the Water, Wastewater, and Recycled Water systems for the City of Oxnard for small to medium size technical and administrative tasks on an as needed basis.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Carollo Engineers, Inc. a corporation of the State of Delaware, with an office located at 707 Wilshire Boulevard, Suite 3920, Los Angeles, CA 90017.

4. TERM OF AGREEMENT: From: February 5, 2025 To: February 4, 2026

A. Time is of the essence in this Agreement

B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. **AGREEMENT AMOUNT NOT TO EXCEED:** $1,000,000.00 [1]

6. **AGREEMENT EXHIBITS**. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services and Task Order Template
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

7. **DESIGNATED REPRESENTATIVES.** The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative	Consultant Designated Representative
Name: Timothy Beaman Title: Assistant Director of Utilities Phone: (805) 385-8141 Email: timothy.beaman@oxnard.org	Name: Eric Mills Title: Principal-in-Charge/Senior Vice President Phone: (213) 279-3305

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

Address: 6001 Perkins Road, Oxnard, CA 93033	Email: emills@carollo.com Address: 707 Wilshire Boulevard, Suite 3920, Los Angeles, CA 90017

8. **CONTRACTUAL PREREQUSITIES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

    A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
    B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. **CONSULTANT'S SERVICES.**

    A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
    B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
    C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
    D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the

Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant,

Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. **OPTION TO EXTEND AGREEMENT.** When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. **MODIFICATION OF AGREEMENT.** This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. **TERMINATION OF AGREEMENT.** City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. FEDERAL GRANT FUNDING REQUIREMENTS . [RESERVED]

16. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant T and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and

desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant 's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. **STANDARD OF PERFORMANCE; WARRANTY.** Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

    A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
    (1) Has thoroughly reviewed and considered the services and work to be performed; and
    (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
    (3) Has carefully considered how the services and related work should be performed; and
    (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. **OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY.** City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.
    A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
    B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information

developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.

C. Records and Inspections**.** The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. **NOTICE OF BREACH AND OPPORTUNITY TO CURE.** Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. **NOTICE.** All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. **INDEMNIFICATION, HOLD HARMLESS & DEFENSE.** Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

    A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002

Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. **PREVAILING WAGE REQUIREMENTS.** The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit "E" attached to this Agreement.
    A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html
    B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
    C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. **IRAN CONTRACTING ACT.** In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars ($1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.
    A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars ($1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of

ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

28. **SUBCONTRACTING.** If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

29. **CONFLICT OF INTEREST.** Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. **DISPUTES.** Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. **DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an

Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a “blindfold” process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. **ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant 's Services pursuant to this Agreement shall be provided by the Consultant’s Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant 's performance of this Agreement without the prior written approval of City, by and through the City’s Designated Representative.

33. **CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant’s risk, until written instructions are received from the Project Manager.

34. **REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit “A”, Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. **AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted

by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. **ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

37. **NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. **COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. **FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. **GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.
42. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. **INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. **NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. **EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. **INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing

additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. **CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. **ACKNOWLEDGEMENT.** By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

☐Luis Mc Arthur, Mayor[2] Date
☐Jennifer Yates, Purchasing Manager[3]

CAROLLO ENGINEERS, INC.

Matthieu Roussillon, Vice President Date

Eric M. Mills,[4] Senior Vice President Date

ATTEST:

Lourdes A. López, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

[2] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[3] The Purchasing Agent may execute any authorized agreement up to $200,000.

[4] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

ON-CALL PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Carollo Engineers, Inc.)

SCOPE OF SERVICES

PROJECT MANAGERS:
Water: Chris Peyton Phone: 805-385-8111
email: chris.peyton@oxnard.org
Water: Susan Pan Phone: 805-200-5390
email: susan.pan@oxnard.org
Wastewater: Jan Hauser Phone: 805-271-2205
email: jan.hauser@oxnard.org

The Consultant shall furnish all necessary labor, materials, equipment and other incidental and appurtenant work to provide On-Call Professional Engineering Services for the Water, Wastewater, and Recycled Water systems for the City of Oxnard.

The Scope of Work may include, but not be limited to, consulting and project management related to the following systems and appurtenances:

Water Distribution
- Pump stations
- Pipelines

Water Treatment
- Desalter groundwater treatment

Water Production
- Wells
- Blending stations

Advanced Water Purification
- MF and RO membrane treatment
- Regulatory compliance
- Distribution
- Groundwater recharge
- IPR/DPR

Wastewater Collection
- Gravity sewer lines
- Manholes
- Lift Stations
- Force mains
- I/I analysis

Wastewater Treatment
- Process analysis and design
- Plant hydraulics
- Odor control

General
- Chemical storage and dosing
- Pumping systems
- Electrical systems
- Cost estimating

Project Management

- Define task order objectives, scope, and deliverables.
- Develop and maintain a detailed project schedule, including milestones and deadlines.
- Conduct progress meetings with the key project stakeholders.
- Track project budget, resources, and timelines to ensure efficient execution.

Feasibility Studies and Assessments

- Conduct preliminary assessments of existing water, wastewater, and recycled water systems.
- Evaluate the feasibility of proposed projects, including cost-benefit analysis and risk assessments.
- Provide technical reports summarizing findings, recommendations, and potential impacts.

Design and Engineering Services

- Develop conceptual, preliminary, and detailed designs for water, wastewater, and recycled water systems.
- Prepare engineering drawings, specifications, and construction documents.
- Ensure designs comply with local, state, and federal regulations, as well as industry standards.

Regulatory Compliance and Permitting

- Assist in obtaining necessary permits from regulatory agencies.
- Provide guidance on compliance with environmental regulations, including water quality standards and discharge permits.
- Prepare and submit required regulatory documentation and reports.

Construction Management and Inspection

- Provide oversight during the construction phase, including site inspections and quality assurance.
- Review and approve contractor submittals, including shop drawings and material specifications.
- Monitor construction progress to ensure adherence to design specifications and project timelines.

Operational Support and Optimization

- Conduct operational assessments of existing systems to identify inefficiencies and areas for improvement.
- Provide recommendations for optimizing system performance and reducing operational costs.
- Assist in the development of standard operating procedures (SOPs) and maintenance plans.

Hydraulic Modeling and Analysis

- Review and exercise hydraulic models for water, wastewater, and recycled water systems.
- Perform system capacity analysis to evaluate current and future demands.

- Use modeling tools to simulate various scenarios and assess the impact on system performance.

Sustainability and Resource Management

- Provide expertise in water conservation strategies and demand management.
- Assess opportunities for integrating recycled water into existing systems.
- Develop strategies for reducing energy consumption and greenhouse gas emissions in utility operations.

Community and Stakeholder Engagement

- Facilitate public meetings and stakeholder consultations to gather input and address concerns.
- Prepare and distribute informational materials to communicate project objectives and benefits.
- Assist in developing and implementing communication plans to keep the public informed throughout the project.

Reporting and Documentation

- Prepare detailed reports summarizing project progress, findings, and recommendations.
- Maintain comprehensive records of all project-related activities, including communications, approvals, and changes.
- Provide final project documentation, including as-built drawings, operation manuals, and maintenance schedules.

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California

93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard [Consultant]

_____ _____

[designated rep] Date [Name & Title] Date

_____ _____

Insert Department
Assistant Director/Director Date [Name & Title] Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

EXHIBIT B

ON-CALL PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Carollo Engineers, Inc.)

SCHEDULE OF COMPENSATION

CAROLLO ENGINEERS, INC.

Billing Classification		Hourly Rate
Engineers/Scientists		
Senior Project Manager	$	340.00
Project Manager	$	340.00
Senior Design Manager	$	340.00
Senior Program Manager	$	340.00
Program Manager	$	250.00
Principal Professional	$	335.00
Service Delivery Lead	$	350.00
Supervising Professional	$	305.00
Design Manager II	$	300.00
Design Manager I	$	270.00
Senior Professional	$	255.00
Lead Professional	$	240.00
Professional	$	220.00
Staff Professional	$	205.00
Engineering Intern	$	115.00
Senior Analyst	$	260.00
Lead Analyst	$	240.00
Digital Analyst	$	220.00
Staff Analyst	$	195.00
Technicians		
Senior Designer	$	260.00
Supervising Designer	$	250.00
Lead Designer	$	230.00
CAD/BIM Technician II	$	225.00
CAD/BIM Technician I	$	155.00
BIM Designer 3	$	230.00
BIM Designer 2	$	220.00
BIM Designer 1	$	205.00
Designer	$	165.00
Staff Designer	$	165.00
Senior Drafter	$	160.00
CAD Drafter	$	150.00

Support Staff

Lead Document Processor	$	210.00
Document Processing II	$	175.00
Document Processing I	$	160.00

Other Direct Expenses

Travel and Subsistence	Cost + 10%
Mileage	at current IRS Reimbursement Rate
Subconsultant	Cost + 10%
Other Direct Cost	Cost + 10%
Expert Witness	Hourly Rate x 2.0

EXHIBIT C

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Carollo Engineers, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.
11/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG . $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

Telephone:

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)
Telephone: ( ) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 11/24 INS-A.doc

EXHIBIT D

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Carollo Engineers, Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Carollo Engineers, Inc.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to

City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials,

officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

EXHIBIT F

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Carollo Engineers, Inc.)

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision
(b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_ in the State of

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_ in the State of

ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND DUDEK

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Dudek ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. [Intentionally Omitted]

2. SUMMARY DESCRIPTION OF SERVICES.

On-call Professional Engineering Services for the Water, Wastewater, and Recycled Water systems for the City of Oxnard for small to medium size technical and administrative tasks on an as needed basis.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Dudek a corporation of the State of California, located at 605 Third Street, Encinitas, CA 92024.

4. TERM OF AGREEMENT: From: February 5, 2025 To: February 4, 2026

A. Time is of the essence in this Agreement
B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and

conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.

C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.

D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. **AGREEMENT AMOUNT NOT TO EXCEED:** $1,000,000.00 [1]

6. **AGREEMENT EXHIBITS**. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services and Task Order Template
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

7. **DESIGNATED REPRESENTATIVES.** The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative	Consultant Designated Representative
Name: Timothy Beaman Title: Assistant Director of Utilities Phone: (805) 385-8141 Email: timothy.beaman@oxnard.org Address: 6001 Perkins Road, Oxnard, CA 93033	Name: Neil Harper Title: Principal Engineering and Project Manager Phone: (949) 439-6420 Email: nharper@dudek.com

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

	Address: 605 Third Street, Encinitas, CA 92024

8. **CONTRACTUAL PREREQUSITIES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

    A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
    B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. **CONSULTANT'S SERVICES.**

    A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
    B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
    C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
    D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of

the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. FEDERAL GRANT FUNDING REQUIREMENTS . [RESERVED]

16. **INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

    Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant T and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. **LAWFUL PERFORMANCE.** Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. **SAFETY REQUIREMENTS.** Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of

Consultant 's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. **STANDARD OF PERFORMANCE; WARRANTY.** Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

    A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
    (1) Has thoroughly reviewed and considered the services and work to be performed; and
    (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
    (3) Has carefully considered how the services and related work should be performed; and
    (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. **OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY.** City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.
    A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
    B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports

concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.

C. Records and Inspections**.** The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. **NOTICE OF BREACH AND OPPORTUNITY TO CURE.** Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. **NOTICE.** All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. **INDEMNIFICATION, HOLD HARMLESS & DEFENSE.** Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

    A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002

Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. **PREVAILING WAGE REQUIREMENTS.** The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit "E" attached to this Agreement.
    A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html
    B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
    C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. **IRAN CONTRACTING ACT.** In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars ($1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

    A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars ($1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of

ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

28. **SUBCONTRACTING.** If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

29. **CONFLICT OF INTEREST.** Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. **DISPUTES.** Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. **DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an

Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a “blindfold” process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. **ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant 's Services pursuant to this Agreement shall be provided by the Consultant’s Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant 's performance of this Agreement without the prior written approval of City, by and through the City’s Designated Representative.

33. **CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant’s risk, until written instructions are received from the Project Manager.

34. **REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit “A”, Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. **AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted

by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. **ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

37. **NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. **COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. **FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. **GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. **INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. **NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. **EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. **INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this

Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. **CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.
49. **ACKNOWLEDGEMENT.** By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

☐Luis Mc Arthur, Mayor[2] Date
☐Jennifer Yates, Purchasing Manager[3]

DUDEK

Joseph Monaco, President and CEO Date

Helder Guimaraes, CFO,[4] Date

ATTEST:

Lourdes A. López, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

[2] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[3] The Purchasing Agent may execute any authorized agreement up to $200,000.

[4] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

ON-CALL PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Dudek)

SCOPE OF SERVICES

PROJECT MANAGERS:
Water: Chris Peyton Phone: 805-385-8111
email: chris.peyton@oxnard.org
Water: Susan Pan Phone: 805-200-5390
email: susan.pan@oxnard.org
Wastewater: Jan Hauser Phone: 805-271-2205
email: jan.hauser@oxnard.org

The Consultant shall furnish all necessary labor, materials, equipment and other incidental and appurtenant work to provide On-Call Professional Engineering Services for the Water, Wastewater, and Recycled Water systems for the City of Oxnard.

The Scope of Work may include, but not be limited to, consulting and project management related to the following systems and appurtenances:

Water Distribution
- Pump stations
- Pipelines

Water Treatment
- Desalter groundwater treatment

Water Production
- Wells
- Blending stations

Advanced Water Purification
- MF and RO membrane treatment
- Regulatory compliance
- Distribution
- Groundwater recharge
- IPR/DPR

Wastewater Collection
- Gravity sewer lines
- Manholes
- Lift Stations
- Force mains
- I/I analysis

Wastewater Treatment
- Process analysis and design
- Plant hydraulics
- Odor control

General
- Chemical storage and dosing
- Pumping systems
- Electrical systems
- Cost estimating

Project Management

- Define task order objectives, scope, and deliverables.
- Develop and maintain a detailed project schedule, including milestones and deadlines.
- Conduct progress meetings with the key project stakeholders.
- Track project budget, resources, and timelines to ensure efficient execution.

Feasibility Studies and Assessments

- Conduct preliminary assessments of existing water, wastewater, and recycled water systems.
- Evaluate the feasibility of proposed projects, including cost-benefit analysis and risk assessments.
- Provide technical reports summarizing findings, recommendations, and potential impacts.

Design and Engineering Services

- Develop conceptual, preliminary, and detailed designs for water, wastewater, and recycled water systems.
- Prepare engineering drawings, specifications, and construction documents.
- Ensure designs comply with local, state, and federal regulations, as well as industry standards.

Regulatory Compliance and Permitting

- Assist in obtaining necessary permits from regulatory agencies.
- Provide guidance on compliance with environmental regulations, including water quality standards and discharge permits.
- Prepare and submit required regulatory documentation and reports.

Construction Management and Inspection

- Provide oversight during the construction phase, including site inspections and quality assurance.
- Review and approve contractor submittals, including shop drawings and material specifications.
- Monitor construction progress to ensure adherence to design specifications and project timelines.

Operational Support and Optimization

- Conduct operational assessments of existing systems to identify inefficiencies and areas for improvement.
- Provide recommendations for optimizing system performance and reducing operational costs.
- Assist in the development of standard operating procedures (SOPs) and maintenance plans.

Hydraulic Modeling and Analysis

- Review and exercise hydraulic models for water, wastewater, and recycled water systems.
- Perform system capacity analysis to evaluate current and future demands.

- Use modeling tools to simulate various scenarios and assess the impact on system performance.

Sustainability and Resource Management

- Provide expertise in water conservation strategies and demand management.
- Assess opportunities for integrating recycled water into existing systems.
- Develop strategies for reducing energy consumption and greenhouse gas emissions in utility operations.

Community and Stakeholder Engagement

- Facilitate public meetings and stakeholder consultations to gather input and address concerns.
- Prepare and distribute informational materials to communicate project objectives and benefits.
- Assist in developing and implementing communication plans to keep the public informed throughout the project.

Reporting and Documentation

- Prepare detailed reports summarizing project progress, findings, and recommendations.
- Maintain comprehensive records of all project-related activities, including communications, approvals, and changes.
- Provide final project documentation, including as-built drawings, operation manuals, and maintenance schedules.

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California

93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard		[Consultant]	
_____		_____	
[designated rep]	Date	[Name & Title]	Date
_____		_____	
Insert Department Assistant Director/Director	Date	[Name & Title]	Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

EXHIBIT B

ON-CALL PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Dudek)

SCHEDULE OF COMPENSATION

DUDEK 2024 Standard Schedule of Charges

Engineering Services

Project Director	$335.00/hr
Principal Engineer III	$310.00/hr
Principal Engineer II	$290.00/hr
Principal Engineer I	$280.00/hr
Program Manager	$265.00/hr
Senior Project Manager	$265.00/hr
Project Manager	$255.00/hr
Senior Engineer III	$250.00/hr
Senior Engineer II	$240.00/hr
Senior Engineer I	$230.00/hr
Project Engineer IV/Technician IV	$220.00/hr
Project Engineer III/Technician III	$210.00/hr
Project Engineer II/Technician II	$200.00/hr
Project Engineer I/Technician I	$180.00/hr
3D Production Manager	$210.00/hr
Senior Designer II	$200.00/hr
Senior Designer I	$195.00/hr
Designer	$185.00/hr
Assistant Designer	$180.00/hr
CADD Operator III	$175.00/hr
CADD Operator II	$165.00/hr
CADD Operator I	$145.00/hr
CADD Drafter	$135.00/hr
CADD Technician	$120.00/hr
Project Coordinator	$155.00/hr
Engineering Assistant	$125.00/hr

Environmental Services

Senior Project Director	$330.00/hr
Project Director	$285.00/hr
Senior Specialist V	$260.00/hr
Senior Specialist IV	$245.00/hr
Senior Specialist III	$235.00/hr
Senior Specialist II	$225.00/hr
Senior Specialist I	$210.00/hr
Specialist V	$195.00/hr
Specialist IV	$185.00/hr
Specialist III	$175.00/hr
Specialist II	$165.00/hr
Specialist I	$155.00/hr
Analyst V	$145.00/hr
Analyst IV	$135.00/hr
Analyst III	$125.00/hr
Analyst II	$115.00/hr
Analyst I	$105.00/hr
Technician III	$90.00/hr
Technician II	$80.00/hr
Technician I	$70.00/hr

Mapping and Surveying Services

Application Developer II	$220.00/hr
Application Developer I	$155.00/hr
GIS Analyst V	$205.00/hr
GIS Analyst IV	$170.00/hr
GIS Analyst III	$150.00/hr
GIS Analyst II	$135.00/hr
GIS Analyst I	$125.00/hr
UAS Pilot	$145.00/hr
Survey Lead	$235.00/hr
Survey Manager	$210.00/hr
Survey Crew Chief	$165.00/hr
Survey Rod Person	$120.00/hr
Survey Mapping Technician	$95.00/hr

Construction Management Services

Principal/Manager	$195.00/hr
Senior Construction Manager	$185.00/hr
Senior Project Manager	$180.00/hr
Construction Manager	$175.00/hr
Project Manager	$170.00/hr
Resident Engineer	$175.00/hr
Construction Engineer	$170.00/hr
On-site Owner's Representative	$160.00/hr
Prevailing Wage Inspector	$155.00/hr
Construction Inspector	$145.00/hr
Administrator/Labor Compliance	$120.00/hr

Hydrogeology/HazWaste Services

Project Director	$335.00/hr
Principal Hydrogeologist/Engineer III	$310.00/hr
Principal Hydrogeologist/Engineer II	$300.00/hr
Principal Hydrogeologist/Engineer I	$290.00/hr
Senior Hydrogeologist V/Engineer V	$265.00/hr
Senior Hydrogeologist IV/Engineer IV	$255.00/hr
Senior Hydrogeologist III/Engineer III	$245.00/hr
Senior Hydrogeologist II/Engineer II	$235.00/hr
Senior Hydrogeologist I/Engineer I	$225.00/hr
Project Hydrogeologist V/Engineer V	$215.00/hr
Project Hydrogeologist IV/Engineer IV	$205.00/hr
Project Hydrogeologist III/Engineer III	$195.00/hr
Project Hydrogeologist II/Engineer II	$185.00/hr
Project Hydrogeologist I/Engineer I	$175.00/hr
Hydrogeologist/Engineering Assistant	$140.00/hr
HazMat Field Technician	$125.00/hr

District Management & Operations

District General Manager	$230.00/hr
District Engineer	$215.00/hr
Operations Manager	$165.00/hr
District Secretary/Accountant	$145.00/hr
Collections System Manager	$145.00/hr
Grade V Operator	$135.00/hr
Grade IV Operator	$115.00/hr
Grade III Operator	$110.00/hr
Grade II Operator	$90.00/hr
Grade I Operator	$80.00/hr
Operator in Training	$75.00/hr
Collection Maintenance Worker	$80.00/hr

Creative Services

Creative Services IV	$175.00/hr
Creative Services III	$150.00/hr
Creative Services II	$140.00/hr
Creative Services I	$125.00/hr

Publications Services

Technical Editor IV	$175.00/hr
Technical Editor III	$150.00/hr
Technical Editor II	$140.00/hr
Technical Editor I	$125.00/hr
Publications Specialist IV	$130.00/hr
Publications Specialist III	$115.00/hr
Publications Specialist II	$110.00/hr
Publications Specialist I	$100.00/hr
Clerical Administration	$90.00/hr

Expert Witness—Court appearances, depositions, and interrogatories as an expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services—Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing, computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses: Mileage is charged at current IRS allowable rates. Per diem for overnight stays is charged at cost.

EXHIBIT C

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Dudek)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.
11/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG . $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☼ Included in Limits
☼ In Addition to Limits

☼ Deductible ☼ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☼ Per Occurrence ☼ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☼ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☼ COMMERCIAL GENERAL LIABILITY ☼ Claims Made
☼ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☼ OWNERS & CONTRACTORS PROTECTIVE ☼ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☼ GENERAL		
☼ PRODUCTS/COMPLETED OPERATIONS		
☼ PERSONAL & ADVERTISING INJURY		
☼ FIRE DAMAGE		
☼ _____		
☼ _____		

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☼ Broker/Agent ☼ Underwriter ☼ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)
Telephone: ( ) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 11/24 INS-A.doc

EXHIBIT D

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Dudek)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Dudek)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to

City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials,

officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

EXHIBIT F

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Dudek)

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision
(b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_ in the State of

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_ in the State of

ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND GHD INC.

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of GHD Inc. ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. [Intentionally Omitted]

2. SUMMARY DESCRIPTION OF SERVICES.

On-call Professional Engineering Services for the Water, Wastewater, and Recycled Water systems for the City of Oxnard for small to medium size technical and administrative tasks on an as needed basis.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

GHD Inc. a corporation of the State of California, located at 320 Goddard Way, Suite 200, Irvine, CA 92618.

4. TERM OF AGREEMENT: From: February 5, 2025 To: February 4, 2026

A. Time is of the essence in this Agreement

B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. **AGREEMENT AMOUNT NOT TO EXCEED:** $1,000,000.00 [1]

6. **AGREEMENT EXHIBITS**. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services and Task Order Template
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

7. **DESIGNATED REPRESENTATIVES.** The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative	Consultant Designated Representative
Name: Timothy Beaman	Name: Paul Hermann
Title: Assistant Director of Utilities	Title: Project Manager
Phone: (805) 385-8141	Phone: (949) 585-5217
Email: timothy.beaman@oxnard.org	Email: paul.hermann@ghd.com

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

Address: 6001 Perkins Road, Oxnard, CA 93033	Address: 320 Goddard Way, Suite 200, Irvine, CA 92618

8. **CONTRACTUAL PREREQUSITIES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

    A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
    B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. **CONSULTANT'S SERVICES.**

    A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
    B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
    C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
    D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of

the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. FEDERAL GRANT FUNDING REQUIREMENTS . [RESERVED]

16. **INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

    Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant T and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. **LAWFUL PERFORMANCE.** Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. **SAFETY REQUIREMENTS.** Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of

Consultant 's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. **STANDARD OF PERFORMANCE; WARRANTY.** Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

    A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
    (1) Has thoroughly reviewed and considered the services and work to be performed; and
    (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
    (3) Has carefully considered how the services and related work should be performed; and
    (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. **OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY.** City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.
    A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
    B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports

concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.

C. Records and Inspections**.** The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. **NOTICE OF BREACH AND OPPORTUNITY TO CURE.** Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. **NOTICE.** All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. **INDEMNIFICATION, HOLD HARMLESS & DEFENSE.** Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

    A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002

Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. **PREVAILING WAGE REQUIREMENTS.** The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit "E" attached to this Agreement.
    A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html
    B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
    C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. **IRAN CONTRACTING ACT.** In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars ($1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.
    A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars ($1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of

ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

28. **SUBCONTRACTING.** If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

29. **CONFLICT OF INTEREST.** Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. **DISPUTES.** Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. **DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an

Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a “blindfold” process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. **ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant 's Services pursuant to this Agreement shall be provided by the Consultant’s Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant 's performance of this Agreement without the prior written approval of City, by and through the City’s Designated Representative.

33. **CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant’s risk, until written instructions are received from the Project Manager.

34. **REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit “A”, Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. **AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted

by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. **ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

37. **NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. **COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. **FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. **GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. **INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. **NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. **EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. **INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this

Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. **CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.
49. **ACKNOWLEDGEMENT.** By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

☐Luis Mc Arthur, Mayor[2] Date
☐Jennifer Yates, Purchasing Manager[3]

GHD INC.

Sridhar Sadasivan, Date
Executive Vice President

Lindsay Ray,[4] Date
Assistant Company Secretary

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Date
Attorney (always required)

[2] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[3] The Purchasing Agent may execute any authorized agreement up to $200,000.

[4] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

ON-CALL PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and GHD INC.)

SCOPE OF SERVICES

PROJECT MANAGERS:
Water: Chris Peyton Phone: 805-385-8111
email: chris.peyton@oxnard.org
Water: Susan Pan Phone: 805-200-5390
email: susan.pan@oxnard.org
Wastewater: Jan Hauser Phone: 805-271-2205
email: jan.hauser@oxnard.org

The Consultant shall furnish all necessary labor, materials, equipment and other incidental and appurtenant work to provide On-Call Professional Engineering Services for the Water, Wastewater, and Recycled Water systems for the City of Oxnard.

The Scope of Work may include, but not be limited to, consulting and project management related to the following systems and appurtenances:

Water Distribution
- Pump stations
- Pipelines

Water Treatment
- Desalter groundwater treatment

Water Production
- Wells
- Blending stations

Advanced Water Purification
- MF and RO membrane treatment
- Regulatory compliance
- Distribution
- Groundwater recharge
- IPR/DPR

Wastewater Collection
- Gravity sewer lines
- Manholes
- Lift Stations
- Force mains
- I/I analysis

Wastewater Treatment
- Process analysis and design
- Plant hydraulics
- Odor control

General
- Chemical storage and dosing
- Pumping systems
- Electrical systems
- Cost estimating

Project Management

- Define task order objectives, scope, and deliverables.
- Develop and maintain a detailed project schedule, including milestones and deadlines.
- Conduct progress meetings with the key project stakeholders.
- Track project budget, resources, and timelines to ensure efficient execution.

Feasibility Studies and Assessments

- Conduct preliminary assessments of existing water, wastewater, and recycled water systems.
- Evaluate the feasibility of proposed projects, including cost-benefit analysis and risk assessments.
- Provide technical reports summarizing findings, recommendations, and potential impacts.

Design and Engineering Services

- Develop conceptual, preliminary, and detailed designs for water, wastewater, and recycled water systems.
- Prepare engineering drawings, specifications, and construction documents.
- Ensure designs comply with local, state, and federal regulations, as well as industry standards.

Regulatory Compliance and Permitting

- Assist in obtaining necessary permits from regulatory agencies.
- Provide guidance on compliance with environmental regulations, including water quality standards and discharge permits.
- Prepare and submit required regulatory documentation and reports.

Construction Management and Inspection

- Provide oversight during the construction phase, including site inspections and quality assurance.
- Review and approve contractor submittals, including shop drawings and material specifications.
- Monitor construction progress to ensure adherence to design specifications and project timelines.

Operational Support and Optimization

- Conduct operational assessments of existing systems to identify inefficiencies and areas for improvement.
- Provide recommendations for optimizing system performance and reducing operational costs.
- Assist in the development of standard operating procedures (SOPs) and maintenance plans.

Hydraulic Modeling and Analysis

- Review and exercise hydraulic models for water, wastewater, and recycled water systems.
- Perform system capacity analysis to evaluate current and future demands.

- Use modeling tools to simulate various scenarios and assess the impact on system performance.

Sustainability and Resource Management

- Provide expertise in water conservation strategies and demand management.
- Assess opportunities for integrating recycled water into existing systems.
- Develop strategies for reducing energy consumption and greenhouse gas emissions in utility operations.

Community and Stakeholder Engagement

- Facilitate public meetings and stakeholder consultations to gather input and address concerns.
- Prepare and distribute informational materials to communicate project objectives and benefits.
- Assist in developing and implementing communication plans to keep the public informed throughout the project.

Reporting and Documentation

- Prepare detailed reports summarizing project progress, findings, and recommendations.
- Maintain comprehensive records of all project-related activities, including communications, approvals, and changes.
- Provide final project documentation, including as-built drawings, operation manuals, and maintenance schedules.

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California

93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard		[Consultant]	
_____		_____	
[designated rep]	Date	[Name & Title]	Date
_____		_____	
Insert Department Assistant Director/Director	Date	[Name & Title]	Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

EXHIBIT B

ON-CALL PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and GHD INC.)

SCHEDULE OF COMPENSATION

GHD **Hourly Rate Schedule**

Class Code	Labor Category Title		Rate
A001-A003	Senior Technical Director 1-3	Principal-in-Charge / QA/QC Manager / Senior Project Manager	$295-$335
A004-A005	Technical Director 1-2	Project Manager / Senior Project Engineer	$255-$265
A006-A007	Senior Professional 1-2	Senior Engineer / Project Engineer / Hydrogeologist / GIS Technician	$205-$230
A008-A010	Professional 1-3	Staff Engineer / Design Engineer / Hydrogeologist / GIS Technician	$155-$185
A011	Intern	Engineering / Planning Intern	$145
B001-B003	Lead Design Technician 1-3	Lead Design Technician	$270-$305
B004-B005	Senior Design Technician 1-2	Senior Design Technician	$230-$250
B006-B007	Design Technician 1-2	Senior CAD Technician	$185-$205
B008-B011	Drafting/Design 1-4	CAD Technician	$135-$170
B012	Intern Drafting/Design	Intern CAD Drafter	$120
C001-C002	Business Service Manager 1-2	Business Service Manager	$260-$290
C003-C004	Senior Business Services Manager 1-2	Senior Business Services Manager	$185-$215
C005-C007	Business Services 1-3	Project Administration	$105-$155
D003-D004	Senior Project Support 1-2	Senior Project Support	$240-$275
D005-D010	Project Support 1-6	Project Support	$100-$210
S01	Senior Construction Manager	Senior Construction Manager	$295
S02	Construction Manager	Construction Manager	$265
S03	Lead Site Engineer/Supervisor	Lead Site Engineer/Supervisor	$230
S06	Lead Inspector	Lead Inspector	$205
S07	Senior Inspector	Senior Inspector	$175
S08-S09	Inspector/Specialist 1-2	Inspector/Specialist	$145-$160
S10	Clerk/Specialist 3	Clerk/Specialist	$135
S15-S17	Operator/Labourer 1-3	Operator/Labourer	$95-$125

Reimbursable Expenses:

Automobile Transportation	Current IRS Allowable Rates
Sub-consultant services	Cost plus 10%
Travel:	
Local Per Diem	Actual Cost
Non-Local Per Diem	Actual Cost

GEOSCIENCE

Schedule of Hourly Rates

Professional Services	**Hourly Rates ($US)**
Dennis Williams/Principal Hydrologist	$372
Principal Modeler	$325
Principal Geohydrologist	**$308**
Principal Engineer	$276
Senior Geohydrologist	**$264**
Senior Modeler	$297
Project Modeler	$275
Project Geohydrologist	**$240**
Senior Associate Modeler	$236
Associate Modeler	$220
Senior Associate Geohydrologist	$191
Associate Geohydrologist	**$175**
Research Analyst	$166
CAD/GIS Illustrator	$175
Clerical	$119

Reimbursable Expenses

Internal Photocopying - B&W	$0.10/page
Internal Photocopying - Color	$0.70/page
Subconsultant Services	Cost + 10%
Automobile Transportation	Current IRS Allowable Rates
Travel:	
Local Per Diem	Actual Cost
Non-Local Per Diem	Actual Cost

ENGEO
Expect Excellence

ROLE	YEAR 2025	YEAR 2026	YEAR 2027	YEAR 2028	YEAR 2029
Principal	$369.94	$388.44	$407.86	$428.25	$449.66
Associate	$308.91	$324.36	$340.57	$357.60	$375.48
Senior Engineer/Geologist	$246.49	$258.81	$271.76	$285.34	$299.61
Project Engineer/Geologist	$205.72	$216.01	$226.81	$238.15	$250.05
Staff Engineer/Geologist	$168.01	$176.41	$185.23	$194.49	$204.22
GIS Analyst	$186.90	$196.25	$206.06	$216.36	$227.18
Senior CAD Specialist	$186.90	$196.25	$206.06	$216.36	$227.18
CAD Specialist	$173.25	$181.91	$191.01	$200.56	$210.59
Project Assistant	$152.25	$159.86	$167.86	$176.25	$185.06
Vehicle Mileage Field Vehicle (per mile)	Current IRS rate $1.03	Current IRS rate $1.08	Current IRS rate $1.13	Current IRS rate $1.19	Current IRS rate $1.25

Prevailing Wage Positions:

* OVERTIME RATES: Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.
** For Prevailing Wage projects, increase the hourly rate by $21.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment Rental ..... Cost
- Expert Witness, Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge) ..... $2,800.00 half day, $4,800.00 full day

EXHIBIT C

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and GHD INC.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.
11/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG . $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☼ Included in Limits
☼ In Addition to Limits

☼ Deductible ☼ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☼ Per Occurrence ☼ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☼ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☼ COMMERCIAL GENERAL LIABILITY ☼ Claims Made
☼ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☼ OWNERS & CONTRACTORS PROTECTIVE ☼ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☼ GENERAL		
☼ PRODUCTS/COMPLETED OPERATIONS		
☼ PERSONAL & ADVERTISING INJURY		
☼ FIRE DAMAGE		
☼ _____		
☼ _____		

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☼ Broker/Agent ☼ Underwriter ☼ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)
Telephone: ( ) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 11/24 INS-A.doc

EXHIBIT D

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and GHD INC.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and GHD INC.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to

City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials,

officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

EXHIBIT F

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and GHD, Inc.)

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision
(b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_ in the State of

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_ in the State of

ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND KENNEDY/JENKS CONSULTANTS, INC.

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Kennedy/Jenks Consultants, Inc. ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. [Intentionally Omitted]

2. SUMMARY DESCRIPTION OF SERVICES.

On-call Professional Engineering Services for the Water, Wastewater, and Recycled Water systems for the City of Oxnard for small to medium size technical and administrative tasks on an as needed basis.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Kennedy/Jenks Consultants, Inc. a corporation of the State of California, located at 2775 North Ventura Road, Suite 202, Oxnard, CA 93036.

4. TERM OF AGREEMENT: From: February 5, 2025 To: February 4, 2026

A. Time is of the essence in this Agreement

B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. **AGREEMENT AMOUNT NOT TO EXCEED:** $1,000,000.00 [1]

6. **AGREEMENT EXHIBITS**. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services and Task Order Template
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

7. **DESIGNATED REPRESENTATIVES.** The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative	Consultant Designated Representative
Name: Timothy Beaman	Name: Jeff Savard
Title: Assistant Director of Utilities	Title: Project Director/Manager
Phone: (805) 385-8141	Phone: (805) 973-5719
Email: timothy.beaman@oxnard.org	Email: jeffsavard@kennedyjenks.com

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

Address: 6001 Perkins Road, Oxnard, CA 93033	Address: 2775 North Ventura Road, Suite 202, Oxnard, CA 93036

8. **CONTRACTUAL PREREQUSITIES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

    A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
    B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. **CONSULTANT'S SERVICES.**

    A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
    B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
    C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
    D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of

the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. FEDERAL GRANT FUNDING REQUIREMENTS . [RESERVED]

16. **INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

    Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant T and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. **LAWFUL PERFORMANCE.** Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. **SAFETY REQUIREMENTS.** Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of

Consultant 's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. **STANDARD OF PERFORMANCE; WARRANTY.** Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

    A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
    (1) Has thoroughly reviewed and considered the services and work to be performed; and
    (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
    (3) Has carefully considered how the services and related work should be performed; and
    (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. **OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY.** City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.
    A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
    B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports

concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.

C. Records and Inspections**.** The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. **NOTICE OF BREACH AND OPPORTUNITY TO CURE.** Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. **NOTICE.** All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. **INDEMNIFICATION, HOLD HARMLESS & DEFENSE.** Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

    A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002

Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. **PREVAILING WAGE REQUIREMENTS.** The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit "E" attached to this Agreement.
    A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html
    B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
    C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. **IRAN CONTRACTING ACT.** In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars ($1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.
    A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars ($1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of

ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

28. **SUBCONTRACTING.** If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

29. **CONFLICT OF INTEREST.** Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. **DISPUTES.** Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. **DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an

Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a “blindfold” process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. **ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant 's Services pursuant to this Agreement shall be provided by the Consultant’s Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant 's performance of this Agreement without the prior written approval of City, by and through the City’s Designated Representative.

33. **CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant’s risk, until written instructions are received from the Project Manager.

34. **REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit “A”, Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. **AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted

by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. **ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

37. **NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. **COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. **FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. **GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. **INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. **NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. **EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. **INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this

Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. **CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.
49. **ACKNOWLEDGEMENT.** By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

☐Luis Mc Arthur, Mayor[2] Date
☐Jennifer Yates, Purchasing Manager[3]

KENNEDY/JENKS CONSULTANTS, INC.

Jeff Savard, Date
Vice President

Gerard Cavaluzzi,[4] Date
Secretary

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Date
Attorney (always required)

[2] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[3] The Purchasing Agent may execute any authorized agreement up to $200,000.

[4] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

ON-CALL PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Kennedy/Jenks Consultants, Inc.)

SCOPE OF SERVICES

PROJECT MANAGERS:
Water: Chris Peyton Phone: 805-385-8111
email: chris.peyton@oxnard.org
Water: Susan Pan Phone: 805-200-5390
email: susan.pan@oxnard.org
Wastewater: Jan Hauser Phone: 805-271-2205
email: jan.hauser@oxnard.org

The Consultant shall furnish all necessary labor, materials, equipment and other incidental and appurtenant work to provide On-Call Professional Engineering Services for the Water, Wastewater, and Recycled Water systems for the City of Oxnard.

The Scope of Work may include, but not be limited to, consulting and project management related to the following systems and appurtenances:

Water Distribution
- Pump stations
- Pipelines

Water Treatment
- Desalter groundwater treatment

Water Production
- Wells
- Blending stations

Advanced Water Purification
- MF and RO membrane treatment
- Regulatory compliance
- Distribution
- Groundwater recharge
- IPR/DPR

Wastewater Collection
- Gravity sewer lines
- Manholes
- Lift Stations
- Force mains
- I/I analysis

Wastewater Treatment
- Process analysis and design
- Plant hydraulics
- Odor control

General
- Chemical storage and dosing
- Pumping systems
- Electrical systems
- Cost estimating

Project Management

- Define task order objectives, scope, and deliverables.
- Develop and maintain a detailed project schedule, including milestones and deadlines.
- Conduct progress meetings with the key project stakeholders.
- Track project budget, resources, and timelines to ensure efficient execution.

Feasibility Studies and Assessments

- Conduct preliminary assessments of existing water, wastewater, and recycled water systems.
- Evaluate the feasibility of proposed projects, including cost-benefit analysis and risk assessments.
- Provide technical reports summarizing findings, recommendations, and potential impacts.

Design and Engineering Services

- Develop conceptual, preliminary, and detailed designs for water, wastewater, and recycled water systems.
- Prepare engineering drawings, specifications, and construction documents.
- Ensure designs comply with local, state, and federal regulations, as well as industry standards.

Regulatory Compliance and Permitting

- Assist in obtaining necessary permits from regulatory agencies.
- Provide guidance on compliance with environmental regulations, including water quality standards and discharge permits.
- Prepare and submit required regulatory documentation and reports.

Construction Management and Inspection

- Provide oversight during the construction phase, including site inspections and quality assurance.
- Review and approve contractor submittals, including shop drawings and material specifications.
- Monitor construction progress to ensure adherence to design specifications and project timelines.

Operational Support and Optimization

- Conduct operational assessments of existing systems to identify inefficiencies and areas for improvement.
- Provide recommendations for optimizing system performance and reducing operational costs.
- Assist in the development of standard operating procedures (SOPs) and maintenance plans.

Hydraulic Modeling and Analysis

- Review and exercise hydraulic models for water, wastewater, and recycled water systems.
- Perform system capacity analysis to evaluate current and future demands.

- Use modeling tools to simulate various scenarios and assess the impact on system performance.

Sustainability and Resource Management

- Provide expertise in water conservation strategies and demand management.
- Assess opportunities for integrating recycled water into existing systems.
- Develop strategies for reducing energy consumption and greenhouse gas emissions in utility operations.

Community and Stakeholder Engagement

- Facilitate public meetings and stakeholder consultations to gather input and address concerns.
- Prepare and distribute informational materials to communicate project objectives and benefits.
- Assist in developing and implementing communication plans to keep the public informed throughout the project.

Reporting and Documentation

- Prepare detailed reports summarizing project progress, findings, and recommendations.
- Maintain comprehensive records of all project-related activities, including communications, approvals, and changes.
- Provide final project documentation, including as-built drawings, operation manuals, and maintenance schedules.

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California

93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard [Consultant]

_____ _____

[designated rep] Date [Name & Title] Date

_____ _____

Insert Department
Assistant Director/Director Date [Name & Title] Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

EXHIBIT B

ON-CALL PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Kennedy/Jenks Consultants, Inc.)

SCHEDULE OF COMPENSATION

Kennedy Jenks

PERSONNEL COMPENSATION

Classification	Hourly Rate
CAD-Technician	$145
Senior CAD-Technician	$165
CAD-Designer	$180
Senior CAD-Designer	$195
Construction Inspector*	$220
Senior Construction Inspector*	$225
Construction Manager	$245
Senior Construction Manager	$255
Engineer-Scientist-Specialist 1	$155
Engineer-Scientist-Specialist 2	$190
Engineer-Scientist-Specialist 3	$210
Engineer-Scientist-Specialist 4	$230
Engineer-Scientist-Specialist 5	$250
Engineer-Scientist-Specialist 6	$275
Engineer-Scientist-Specialist 7	$300
Engineer-Scientist-Specialist 8	$320
Engineer-Scientist-Specialist 9	$335
Project Assistant	$145
Administrative Assistant	$130
Aide	$105

(*) Prevailing Wage (California) Note that M-F the employee is paid at straight time for up to 8 hours per day of work. Overtime hours are paid at 1.5 times that rate. Saturdays are paid at 1.5 times the straight time rate. Sundays are paid at 2.0 times the straight time rate.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
b. Consultants, soils engineers, surveyors, contractors, materials testing, specialty inspection firms and other outside services.
c. Rented vehicles, local public transportation and taxis, travel, accommodations and subsistence.
d. Project specific telecommunications and delivery charges.
e. Special fees, insurance, permits, and licenses applicable to the work.
f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

EXHIBIT C

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Kennedy/Jenks Consultants, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.
11/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG . $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☼ Included in Limits
☼ In Addition to Limits

☼ Deductible ☼ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☼ Per Occurrence ☼ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☼ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☼ COMMERCIAL GENERAL LIABILITY ☼ Claims Made
☼ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☼ OWNERS & CONTRACTORS PROTECTIVE ☼ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☼ GENERAL		
☼ PRODUCTS/COMPLETED OPERATIONS		
☼ PERSONAL & ADVERTISING INJURY		
☼ FIRE DAMAGE		
☼ _____		
☼ _____		

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☼ Broker/Agent ☼ Underwriter ☼ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)
Telephone: ( ) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 11/24 INS-A.doc

EXHIBIT D

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Kennedy/Jenks Consultants, Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Kennedy/Jenks Consultants, Inc.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to

City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials,

officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

EXHIBIT F

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Kennedy/Jenks Consultants, Inc.)

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision
(b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_ in the State of

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_ in the State of

ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND MICHAEL K. NUNLEY & ASSOCIATES, INC. DBA MKN

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Michael K. Nunley & Associates DBA MKN ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. **[Intentionally Omitted]**

2. **SUMMARY DESCRIPTION OF SERVICES.**
   On-call Professional Engineering Services for the Water, Wastewater, Recycled Water, and Storm Water systems for the City of Oxnard for small to medium size technical and administrative tasks on an as needed basis.

   The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

   Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. **PARTIES.**

   City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

   Michael K. Nunley & Associates, Inc. DBA MKN, a corporation of the State of California, located at 530 Paulding Circle Unit B, Arroyo Grande California 93420

4. **TERM OF AGREEMENT:** From: February 5, 2025 To: February 4, 2026

   A. Time is of the essence in this Agreement

B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. **AGREEMENT AMOUNT NOT TO EXCEED:** $1,000,000.00[1]

6. **AGREEMENT EXHIBITS**. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services and Task Order Template
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

7. **DESIGNATED REPRESENTATIVES.** The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative	Consultant Designated Representative
Name: Tim Beaman	Name: Adam Bugielski
Title: Assistant Public Works Director	Title: Project Manager
Phone: 805-385-8141	Phone: 805-947-4975
Email: timothy.beaman@oxnard.org	Email: abugielski@mknassociates.us
Address: 305 W Third St, 3rd floor Oxnard, CA 93030	Address: 121 N Fir St, Unit G Ventura, CA 93001

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

8. **CONTRACTUAL PREREQUSITIES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

    A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
    B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. **CONSULTANT'S SERVICES.**

    A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
    B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
    C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
    D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation

may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. **PAYMENT and INVOICES.** The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **pwinvoices@oxnard.org**.
B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within

the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. **OPTION TO EXTEND AGREEMENT.** When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. **MODIFICATION OF AGREEMENT.** This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. **TERMINATION OF AGREEMENT.** City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. **[RESERVED]**

16. **INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or

agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant T and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. **LAWFUL PERFORMANCE.** Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. **SAFETY REQUIREMENTS.** Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant 's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. **STANDARD OF PERFORMANCE; WARRANTY.** Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

    A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
    (1) Has thoroughly reviewed and considered the services and work to be performed; and
    (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
    (3) Has carefully considered how the services and related work should be performed; and
    (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. **OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY.** City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

    A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
    B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or

termination of this Agreement, deliver to the City all material furnished to Consultant by the City.

C. Records and Inspections**.** The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged

with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise

out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for

by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. **PREVAILING WAGE REQUIREMENTS.** The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit "E" attached to this Agreement.
    A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html
    B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
    C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. **IRAN CONTRACTING ACT.** In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars ($1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

    A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars ($1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

28. **SUBCONTRACTING.** If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

29. **CONFLICT OF INTEREST.** Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. **DISPUTES.** Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. **DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be

selected by a “blindfold” process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. **ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant 's Services pursuant to this Agreement shall be provided by the Consultant’s Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant 's performance of this Agreement without the prior written approval of City, by and through the City’s Designated Representative.

33. **CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant’s risk, until written instructions are received from the Project Manager.

34. **REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit “A”, Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. **AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel,

salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. **ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

37. **NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. **COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. **FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. **GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. **INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. **NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. **EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. **INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. **CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.
49. **ACKNOWLEDGEMENT.** By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

☐Luis Mc Arthur, Mayor[2] Date

☐Jennifer Yates, Purchasing Manager[3]

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

MICHAEL K. NUNLEY & ASSOCIATES, INC. DBA MKN

Michael K Nunley, CEO/President Date

Eileen K. Shields, Vice President[4] Date

[2] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[3] The Purchasing Agent may execute any authorized agreement up to $200,000.

[4] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and MICHAEL K. NUNLEY & ASSOCIATES, INC. DBA MKN)

SCOPE OF SERVICES

PROJECT MANAGER FOR WATER AND RECYCLED WATER:
Chris Peyton, chris.peyton@oxnard.org, (805) 385-8111
Susan Pan, susan.pan@oxnard.org, (805) 200-5390

PROJECT MANAGER FOR WASTEWATER AND STORMWATER:
Jan Hauser, jan.hauser@oxnard.org, (805) 271-2205

The Consultant shall furnish all necessary labor, materials, equipment and other incidental and appurtenant work to provide On-Call Professional Engineering Services for the Water, Wastewater, and Recycled Water systems for the City of Oxnard.

The Scope of Work may include, but not be limited to, consulting and project management related to the following systems and appurtenances:

Water Distribution
- Pump stations
- Pipelines

Water Treatment
- Desalter groundwater treatment

Water Production
- Wells
- Blending stations

Advanced Water Purification
- MF and RO membrane treatment
- Regulatory compliance
- Distribution
- Groundwater recharge
- IPR/DPR

Wastewater Collection
- Gravity sewer lines
- Manholes
- Lift Stations
- Force mains
- I/I analysis

Wastewater Treatment
- Process analysis and design
- Plant hydraulics
- Odor control

General
- Chemical storage and dosing
- Pumping systems
- Electrical systems
- Cost estimating

Project Management

- Define task order objectives, scope, and deliverables.
- Develop and maintain a detailed project schedule, including milestones and deadlines.
- Conduct progress meetings with the key project stakeholders.
- Track project budget, resources, and timelines to ensure efficient execution.

Feasibility Studies and Assessments

- Conduct preliminary assessments of existing water, wastewater, and recycled water systems.
- Evaluate the feasibility of proposed projects, including cost-benefit analysis and risk assessments.
- Provide technical reports summarizing findings, recommendations, and potential impacts.

Design and Engineering Services

- Develop conceptual, preliminary, and detailed designs for water, wastewater, and recycled water systems.
- Prepare engineering drawings, specifications, and construction documents.
- Ensure designs comply with local, state, and federal regulations, as well as industry standards.

Regulatory Compliance and Permitting

- Assist in obtaining necessary permits from regulatory agencies.
- Provide guidance on compliance with environmental regulations, including water quality standards and discharge permits.
- Prepare and submit required regulatory documentation and reports.

Construction Management and Inspection

- Provide oversight during the construction phase, including site inspections and quality assurance.
- Review and approve contractor submittals, including shop drawings and material specifications.
- Monitor construction progress to ensure adherence to design specifications and project timelines.

Operational Support and Optimization

- Conduct operational assessments of existing systems to identify inefficiencies and areas for improvement.
- Provide recommendations for optimizing system performance and reducing operational costs.
- Assist in the development of standard operating procedures (SOPs) and maintenance plans.

Hydraulic Modeling and Analysis

- Review and exercise hydraulic models for water, wastewater, and recycled water systems.

- Perform system capacity analysis to evaluate current and future demands.
- Use modeling tools to simulate various scenarios and assess the impact on system performance.

Sustainability and Resource Management

- Provide expertise in water conservation strategies and demand management.
- Assess opportunities for integrating recycled water into existing systems.
- Develop strategies for reducing energy consumption and greenhouse gas emissions in utility operations.

Community and Stakeholder Engagement

- Facilitate public meetings and stakeholder consultations to gather input and address concerns.
- Prepare and distribute informational materials to communicate project objectives and benefits.
- Assist in developing and implementing communication plans to keep the public informed throughout the project.

Reporting and Documentation

- Prepare detailed reports summarizing project progress, findings, and recommendations.
- Maintain comprehensive records of all project-related activities, including communications, approvals, and changes.
- Provide final project documentation, including as-built drawings, operation manuals, and maintenance schedules.

City of Oxnard
Insert Department Name
305 West Third Street, East Wing Oxnard, California
93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard		[Consultant]	
[designated rep]	Date	[Name & Title]	Date
Insert Department Assistant Director/Director	Date	[Name & Title]	Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

On-Call PSA/GSA 2024

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and MICHAEL K. NUNLEY & ASSOCIATES, INC. DBA MKN)

SCHEDULE OF COMPENSATION

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mkn

2025 FEE SCHEDULE

CATEGORY	POSITION	HOURLY RATE
Communications and Administrative	Administrative Assistant	$113
	Strategic Communications Coordinator	$124
	Strategic Communications Specialist	$165
Designers and Technicians	CAD Technician I	$149
	CAD Design Technician II	$170
	Senior Designer	$184
Planning	GIS Specialist	$180
	Planner I	$197
	Planner II	$224
	Senior Planner	$241
Engineers	Engineering Technician	$123
	Assistant Engineer I	$164
	Assistant Engineer II	$183
	Project Engineer I	$199
	Project Engineer II	$214
	Senior Engineer I	$234
	Senior Engineer II	$246
	Senior Engineer III	$262
	Principal Engineer	$284
Project Management	Project Manager	$251
	Senior Project Manager	$262
	Project Director	$306
	Senior Project Director	$324
Construction Management Services	Scheduler	$175
	*** Construction Inspector	$196
	Assistant Resident Engineer	$196
	Resident Engineer	$208
	Construction Manager	$227
	Principal Construction Manager	$267

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate

*** 40 hrs per week assumed; part-time rates can be provided upon request

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and MICHAEL K. NUNLEY & ASSOCIATES, INC. DBA MKN)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

INS-A

[SEE NEXT PAGES]

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.
12/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG . $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)
Telephone: (____) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 11/24 INS-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and MICHAEL K. NUNLEY & ASSOCIATES, INC. DBA MKN)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and MICHAEL K. NUNLEY & ASSOCIATES, INC. DBA MKN)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all

apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a

requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

EXHIBIT F

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and MICHAEL K. NUNLEY & ASSOCIATES, INC. DBA MKN)

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision
(b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_____ in the State of

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_____ in the State of

ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND MNS ENGINEERS, INC.

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of MNS Engineers, Inc. ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. **[Intentionally Omitted]**

2. **SUMMARY DESCRIPTION OF SERVICES.**
   On-call Professional Engineering Services for the Water, Wastewater, Recycled Water, and Storm Water systems for the City of Oxnard for small to medium size technical and administrative tasks on an as needed basis.

   The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

   Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. **PARTIES.**

   City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

   MNS Engineers, Inc., a corporation of the State of California, located at 201 N. Calle Cesar Chavez, Suite 300, Santa Barbara California 93103

4. **TERM OF AGREEMENT:** From: February 5, 2025 To: February 4, 2026

   A. Time is of the essence in this Agreement
   B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and

conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.

C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.

D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. **AGREEMENT AMOUNT NOT TO EXCEED:** $1,000,000.00[1]

6. **AGREEMENT EXHIBITS**. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services and Task Order Template
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

7. **DESIGNATED REPRESENTATIVES.** The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative	Consultant Designated Representative
Name: Tim Beaman	Name: Tyler Hunt
Title: Assistant Public Works Director	Title: Project Manager
Phone: 805-385-8141	Phone: 805-788-8013
Email: timothy.beaman@oxnard.org	Email: thunt@mnsengineers.com
Address: 305 W Third St, 3rd floor Oxnard, CA 93030	Address: 100 E. Thousand Oaks Blvd, Suite 105 Thousand Oaks, CA 91360

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

8. **CONTRACTUAL PREREQUSITIES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

    A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
    B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. **CONSULTANT'S SERVICES.**

    A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
    B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
    C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
    D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation

may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **pwinvoices@oxnard.org**.
B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within

the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. **OPTION TO EXTEND AGREEMENT.** When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. **MODIFICATION OF AGREEMENT.** This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. **TERMINATION OF AGREEMENT.** City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. **[RESERVED]**

16. **INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or

agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant T and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. **LAWFUL PERFORMANCE.** Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. **SAFETY REQUIREMENTS.** Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant 's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
(1) Has thoroughly reviewed and considered the services and work to be performed; and
(2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
(3) Has carefully considered how the services and related work should be performed; and
(4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or

termination of this Agreement, deliver to the City all material furnished to Consultant by the City.

C. Records and Inspections**.** The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged

with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise

out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for

by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. **PREVAILING WAGE REQUIREMENTS.** The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit "E" attached to this Agreement.
    A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html
    B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
    C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. **IRAN CONTRACTING ACT.** In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars ($1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

    A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars ($1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

28. **SUBCONTRACTING.** If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

29. **CONFLICT OF INTEREST.** Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. **DISPUTES.** Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. **DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be

selected by a “blindfold” process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. **ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant 's Services pursuant to this Agreement shall be provided by the Consultant’s Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant 's performance of this Agreement without the prior written approval of City, by and through the City’s Designated Representative.

33. **CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant’s risk, until written instructions are received from the Project Manager.

34. **REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit “A”, Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. **AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel,

salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. **ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

37. **NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. **COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. **FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. **GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. **INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. **NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. **EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. **INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. **CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.
49. **ACKNOWLEDGEMENT.** By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

☐Luis Mc Arthur, Mayor[2] Date

☐Jennifer Yates, Purchasing Manager[3]

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

MNS Engineers, Inc.

Darren Riegler, CEO Date

Wes McClendon, CFO [4] Date

[2] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[3] The Purchasing Agent may execute any authorized agreement up to $200,000.

[4] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and MNS ENGINEERS, INC.)

SCOPE OF SERVICES

PROJECT MANAGER FOR WATER AND RECYCLED WATER:
Chris Peyton, chris.peyton@oxnard.org, (805) 385-8111
Susan Pan, susan.pan@oxnard.org, (805) 200-5390

PROJECT MANAGER FOR WASTEWATER AND STORMWATER:
Jan Hauser, jan.hauser@oxnard.org, (805) 271-2205

The Consultant shall furnish all necessary labor, materials, equipment and other incidental and appurtenant work to provide On-Call Professional Engineering Services for the Water, Wastewater, and Recycled Water systems for the City of Oxnard.

The Scope of Work may include, but not be limited to, consulting and project management related to the following systems and appurtenances:

Water Distribution
- Pump stations
- Pipelines

Water Treatment
- Desalter groundwater treatment

Water Production
- Wells
- Blending stations

Advanced Water Purification
- MF and RO membrane treatment
- Regulatory compliance
- Distribution
- Groundwater recharge
- IPR/DPR

Wastewater Collection
- Gravity sewer lines
- Manholes
- Lift Stations
- Force mains
- I/I analysis

Wastewater Treatment
- Process analysis and design
- Plant hydraulics
- Odor control

General
- Chemical storage and dosing
- Pumping systems
- Electrical systems
- Cost estimating

Project Management

- Define task order objectives, scope, and deliverables.
- Develop and maintain a detailed project schedule, including milestones and deadlines.
- Conduct progress meetings with the key project stakeholders.
- Track project budget, resources, and timelines to ensure efficient execution.

Feasibility Studies and Assessments

- Conduct preliminary assessments of existing water, wastewater, and recycled water systems.
- Evaluate the feasibility of proposed projects, including cost-benefit analysis and risk assessments.
- Provide technical reports summarizing findings, recommendations, and potential impacts.

Design and Engineering Services

- Develop conceptual, preliminary, and detailed designs for water, wastewater, and recycled water systems.
- Prepare engineering drawings, specifications, and construction documents.
- Ensure designs comply with local, state, and federal regulations, as well as industry standards.

Regulatory Compliance and Permitting

- Assist in obtaining necessary permits from regulatory agencies.
- Provide guidance on compliance with environmental regulations, including water quality standards and discharge permits.
- Prepare and submit required regulatory documentation and reports.

Construction Management and Inspection

- Provide oversight during the construction phase, including site inspections and quality assurance.
- Review and approve contractor submittals, including shop drawings and material specifications.
- Monitor construction progress to ensure adherence to design specifications and project timelines.

Operational Support and Optimization

- Conduct operational assessments of existing systems to identify inefficiencies and areas for improvement.
- Provide recommendations for optimizing system performance and reducing operational costs.
- Assist in the development of standard operating procedures (SOPs) and maintenance plans.

Hydraulic Modeling and Analysis

- Review and exercise hydraulic models for water, wastewater, and recycled water systems.

- Perform system capacity analysis to evaluate current and future demands.
- Use modeling tools to simulate various scenarios and assess the impact on system performance.

Sustainability and Resource Management

- Provide expertise in water conservation strategies and demand management.
- Assess opportunities for integrating recycled water into existing systems.
- Develop strategies for reducing energy consumption and greenhouse gas emissions in utility operations.

Community and Stakeholder Engagement

- Facilitate public meetings and stakeholder consultations to gather input and address concerns.
- Prepare and distribute informational materials to communicate project objectives and benefits.
- Assist in developing and implementing communication plans to keep the public informed throughout the project.

Reporting and Documentation

- Prepare detailed reports summarizing project progress, findings, and recommendations.
- Maintain comprehensive records of all project-related activities, including communications, approvals, and changes.
- Provide final project documentation, including as-built drawings, operation manuals, and maintenance schedules.

City of Oxnard
Insert Department Name
305 West Third Street, East Wing Oxnard, California
93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard		[Consultant]	
[designated rep]	Date	[Name & Title]	Date
Insert Department Assistant Director/Director	Date	[Name & Title]	Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

On-Call PSA/GSA 2024

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and MNS ENGINEERS, INC.)

SCHEDULE OF COMPENSATION

MNS

2025 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge	$360
Senior Project/Program Manager	340
Project/Program Manager	290
Assistant Project/Program Manager	270
Senior Project Coordinator	205
Project Coordinator	175

ENGINEERING

Principal Engineer	$320
Lead Engineer	285
Supervising Engineer	270
Senior Project Engineer	250
Project Engineer	220
Associate Engineer	200
Assistant Engineer	185

SURVEYING

Principal Surveyor	$295
Lead Surveyor	285
Supervising Surveyor	242
Senior Project Surveyor	220
Project Surveyor	195
Associate Project Surveyor	185
Assistant Project Surveyor	170
Party Chief (PW)	200
Chainperson (PW)	170
One-Person Survey Crew (PW)	235

TECHNICAL SUPPORT

CADD Manager	$220
Supervising Technician	190
Senior Technician	180
Engineering Technician	135

CONSTRUCTION MANAGEMENT

Principal Construction Manager	$350
Senior Construction Manager	305
Senior Resident Engineer	280
Resident Engineer	265
Structure Representative	265
Construction Manager	245
Assistant Resident Engineer	225
Sr. Construction Inspector (PW)	195
Construction Inspector (PW)	185
Office Administrator	140

PLANNING

Planning Director	$250
City Planner/Planning Manager	230
Principal Planner	215
Senior Planner	200
Associate Planner	170
Assistant Planner	140
Planning Technician	120

ADMINISTRATIVE SUPPORT

Senior Management Analyst	$205
Management Analyst	175
IT Technician	160
Graphics/Visualization Specialist	170
Administrative Assistant	110

GOVERNMENT SERVICES

City Engineer	$280
Deputy City Engineer	250
Assistant City Engineer	235
Plan Check Engineer	195
Permit Engineer	185
City Inspector	175
Senior City Inspector (PW)	195
City Inspector (PW)	185
Principal Stormwater Specialist	200
Senior Stormwater Specialist	190
Stormwater Specialist	180
Stormwater Technician	160
Building Official	265
Senior Building Inspector	210
Building Inspector	185
Senior Grant Writer	200
Grant Writer	190
Associate Grant Writer	170
Assistant Grant Writer	150

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rate.

MNS

IRJ Engineers, Inc.
IRJ
Mechanical & Electrical Engineers

IRJ ENGINEERS, INC.
4517 Market Street, Suite 1B, Ventura, CA 93003-7841
(805) 642-2355

Rate Schedule
2401

October 10, 2024
City of Oxnard

The hourly rate schedule is listed below.

Principals	$185.00 per hour
Professional Engineers	$155.00 per hour
Senior Engineering Designers	$125.00 per hour
Engineering Designers/CAD Drafters	$110.00 per hour
Clerical Staff	$ 85.00 per hour

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

Prime Firm:	**MNS Engineers**
Subconsultant Firm:	**AtkinsRéalis**

Classification	**Hourly Rate**
Principal-in-Charge	$360.00
Contract Manager	$350.00
Sr. Division Manager	$345.00
Sr. Technical Manager	$340.00
Division Manager	$325.00
Sr. Project Director	$290.00
Project Director	$275.00
Technical Manager	$265.00
Senior Project Manager	$250.00
Project Manager II	$205.00
Project Manager I	$185.00
Associate Project Manager	$165.00
Senior Engineer IV	$230.00
Senior Engineer III	$210.00
Senior Engineer II	$185.00
Senior Engineer I	$160.00
Engineer II	$135.00
Engineer I	$110.00
Senior Designer III	$205.00
Senior Designer II	$185.00
Senior Designer I	$155.00
CAD Designer	$135.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

Prime Firm:	**MNS Engineers**
Subconsultant Firm:	**AtkinsRéalis**

Classification	Hourly Rate
Senior CAD Technician	$120.00
CAD Design Technician	$100.00
Senior Planner III	$195.00
Senior Planner II	$180.00
Senior Planner I	$155.00
Planner II	$130.00
Planner I	$110.00
Senior GIS Analyst II	$140.00
Senior GIS Analyst I	$130.00
GIS Analyst II	$120.00
GIS Analyst I	$110.00
Senior Landscape Architect II	$185.00
Senior Landscape Architect I	$165.00
Landscape Architect II	$145.00
Landscape Architect I	$125.00
Sr. Technical Coordinator	$135.00
Technical Coordinator	$125.00
Sr. Operations Coordinator	$150.00
Operations Coordinator	$135.00
Senior Program Assistant	$105.00
Program Assistant	$80.00
Administrative Clerk	$70.00

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and MNS ENGINEERS, INC.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

INS-A

[SEE NEXT PAGES]

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.
12/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG . $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)
Telephone: (____) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 11/24 INS-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and MNS ENGINEERS, INC.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and MNS ENGINEERS, INC.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all

apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a

requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

EXHIBIT F

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and MNS ENGINEERS, INC.)

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision
(b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_____ in the State of

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_____ in the State of

ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND STANTEC CONSULTING SERVICES INC.

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Stantec Consulting Services Inc. ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. [Intentionally Omitted]

2. SUMMARY DESCRIPTION OF SERVICES.

On-call Professional Engineering Services for the Water, Wastewater, and Recycled Water systems for the City of Oxnard for small to medium size technical and administrative tasks on an as needed basis.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Stantec Consulting Services Inc. a corporation of the State of New York, with an office located at 200 E. Carrillo Street, Suite 101, Santa Barbara, CA 93101.

4. TERM OF AGREEMENT: From: February 5, 2025 To: February 4, 2026

A. Time is of the essence in this Agreement

B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. **AGREEMENT AMOUNT NOT TO EXCEED:** $1,000,000.00 [1]

6. **AGREEMENT EXHIBITS**. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services and Task Order Template
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

7. **DESIGNATED REPRESENTATIVES.** The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative	Consultant Designated Representative
Name: Timothy Beaman	Name: Venu Kolli
Title: Assistant Director of Utilities	Title: Project Director
Phone: (805) 385-8141	Phone: (626) 568-6073
Email: timothy.beaman@oxnard.org	Email: venu.kolli@stantec.com

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

Address: 6001 Perkins Road, Oxnard, CA 93033	Address: 200 E. Carrillo Street, Suite 101, Santa Barbara, CA 93101

8. **CONTRACTUAL PREREQUSITIES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

    A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
    B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. **CONSULTANT'S SERVICES.**

    A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
    B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
    C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
    D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of

the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. FEDERAL GRANT FUNDING REQUIREMENTS . [RESERVED]

16. **INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

    Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant T and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. **LAWFUL PERFORMANCE.** Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. **SAFETY REQUIREMENTS.** Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of

Consultant 's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. **STANDARD OF PERFORMANCE; WARRANTY.** Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

    A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
    (1) Has thoroughly reviewed and considered the services and work to be performed; and
    (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
    (3) Has carefully considered how the services and related work should be performed; and
    (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. **OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY.** City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.
    A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
    B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports

concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.

C. Records and Inspections**.** The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. **NOTICE OF BREACH AND OPPORTUNITY TO CURE.** Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. **NOTICE.** All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. **INDEMNIFICATION, HOLD HARMLESS & DEFENSE.** Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

    A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002

Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. **PREVAILING WAGE REQUIREMENTS.** The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit "E" attached to this Agreement.
    A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html
    B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
    C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. **IRAN CONTRACTING ACT.** In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars ($1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.
    A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars ($1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of

ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

28. **SUBCONTRACTING.** If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

29. **CONFLICT OF INTEREST.** Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. **DISPUTES.** Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. **DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an

Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a “blindfold” process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. **ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant 's Services pursuant to this Agreement shall be provided by the Consultant’s Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant 's performance of this Agreement without the prior written approval of City, by and through the City’s Designated Representative.

33. **CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant’s risk, until written instructions are received from the Project Manager.

34. **REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit “A”, Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. **AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted

by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. **ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

37. **NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. **COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. **FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. **GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. **INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. **NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. **EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. **INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this

Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. **CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.
49. **ACKNOWLEDGEMENT.** By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

☐Luis Mc Arthur, Mayor[2] Date
☐Jennifer Yates, Purchasing Manager[3]

STANTEC CONSULTING SERVICES INC.

Tama Snow, Date
Vice President

Vito Culmone, CFO,[4] Date

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

[2] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[3] The Purchasing Agent may execute any authorized agreement up to $200,000.

[4] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Stantec Consulting Services Inc.)

SCOPE OF SERVICES

PROJECT MANAGERS:
Water: Chris Peyton Phone: 805-385-8111
email: chris.peyton@oxnard.org
Water: Susan Pan Phone: 805-200-5390
email: susan.pan@oxnard.org
Wastewater: Jan Hauser Phone: 805-271-2205
email: jan.hauser@oxnard.org

The Consultant shall furnish all necessary labor, materials, equipment and other incidental and appurtenant work to provide On-Call Professional Engineering Services for the Water, Wastewater, and Recycled Water systems for the City of Oxnard.

The Scope of Work may include, but not be limited to, consulting and project management related to the following systems and appurtenances:

Water Distribution
- Pump stations
- Pipelines

Water Treatment
- Desalter groundwater treatment

Water Production
- Wells
- Blending stations

Advanced Water Purification
- MF and RO membrane treatment
- Regulatory compliance
- Distribution
- Groundwater recharge
- IPR/DPR

Wastewater Collection
- Gravity sewer lines
- Manholes
- Lift Stations
- Force mains
- I/I analysis

Wastewater Treatment
- Process analysis and design
- Plant hydraulics
- Odor control

General
- Chemical storage and dosing
- Pumping systems
- Electrical systems
- Cost estimating

Project Management

- Define task order objectives, scope, and deliverables.
- Develop and maintain a detailed project schedule, including milestones and deadlines.
- Conduct progress meetings with the key project stakeholders.
- Track project budget, resources, and timelines to ensure efficient execution.

Feasibility Studies and Assessments

- Conduct preliminary assessments of existing water, wastewater, and recycled water systems.
- Evaluate the feasibility of proposed projects, including cost-benefit analysis and risk assessments.
- Provide technical reports summarizing findings, recommendations, and potential impacts.

Design and Engineering Services

- Develop conceptual, preliminary, and detailed designs for water, wastewater, and recycled water systems.
- Prepare engineering drawings, specifications, and construction documents.
- Ensure designs comply with local, state, and federal regulations, as well as industry standards.

Regulatory Compliance and Permitting

- Assist in obtaining necessary permits from regulatory agencies.
- Provide guidance on compliance with environmental regulations, including water quality standards and discharge permits.
- Prepare and submit required regulatory documentation and reports.

Construction Management and Inspection

- Provide oversight during the construction phase, including site inspections and quality assurance.
- Review and approve contractor submittals, including shop drawings and material specifications.
- Monitor construction progress to ensure adherence to design specifications and project timelines.

Operational Support and Optimization

- Conduct operational assessments of existing systems to identify inefficiencies and areas for improvement.
- Provide recommendations for optimizing system performance and reducing operational costs.
- Assist in the development of standard operating procedures (SOPs) and maintenance plans.

Hydraulic Modeling and Analysis

- Review and exercise hydraulic models for water, wastewater, and recycled water systems.
- Perform system capacity analysis to evaluate current and future demands.

- Use modeling tools to simulate various scenarios and assess the impact on system performance.

Sustainability and Resource Management

- Provide expertise in water conservation strategies and demand management.
- Assess opportunities for integrating recycled water into existing systems.
- Develop strategies for reducing energy consumption and greenhouse gas emissions in utility operations.

Community and Stakeholder Engagement

- Facilitate public meetings and stakeholder consultations to gather input and address concerns.
- Prepare and distribute informational materials to communicate project objectives and benefits.
- Assist in developing and implementing communication plans to keep the public informed throughout the project.

Reporting and Documentation

- Prepare detailed reports summarizing project progress, findings, and recommendations.
- Maintain comprehensive records of all project-related activities, including communications, approvals, and changes.
- Provide final project documentation, including as-built drawings, operation manuals, and maintenance schedules.

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California

93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard [Consultant]

_____ _____

[designated rep] Date [Name & Title] Date

_____ _____

Insert Department
Assistant Director/Director Date [Name & Title] Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

EXHIBIT B

ON-CALL PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Stantec Consulting Services Inc.)

SCHEDULE OF COMPENSATION

Proposed Rates/Fees

Title	Rate
Project Director/Principal-In-Charge	$295
Project Manager III	$290
Project Manager II	$280
Project Manager I	$270
Process Engineer	$260
Civil Engineer	$260
Mechanical Engineer	$260
Electrical Engineer	$260
Instrumentation Controls SCADA Engineer	$260
Structural Engineer	$260
Designer (Senior)	$220
Designer (Mid-Level)	$200
Designer (Junior)	$180
Senior Discipline Expert (all disciplines)	$295
Project Controls Specialist (Scheduling)	$200
Task Manager	$260
Supervising Engineer	$260
Senior Engineer	$250
Mid-Level Engineer	$240
Junior Engineer	$190
Scientist/Biologist/Environmental Specialist	$220
Senior Estimator	$280
Administrative Assistant	$150

- Expert Witness Services carry a 50% premium on labor.
- Overtime will be charged at 1.5 times the standard billing rate.
- Travel: Mileage: per federal rates $0.67 per mile as of 2024
- Reproduction: Printing and other costs – 12 cents per page black and $0.80 per page for color. Binding and other office services per market rates either at a UPS office or FedEx office

CALVADA SURVEYING INC

Non-Prevailing Wage Rate Schedule (2024)

Item Description	Unit	Unit Price
Field Support		
Field Survey Crew & Equipment*	Hour	$275.00
Round Trip Travel Time & Costs	Hour	$160.00
Office Support		
Principal	Hour	$265.00
Director Surveying/Professional Land Surveyor	Hour	$225.00
Senior Project Manager	Hour	$190.00
Project Surveyor	Hour	$175.00
GPS Post Processing	Hour	$165.00
Survey Technician	Hour	$160.00
Drafting/AutoCAD Technician	Hour	$125.00
Accounting / Clerical	Hour	$87.00
Reimbursable Costs		
In-House Reproductions		Cost + 15%
Printing and Materials		Cost + 15%
Parking and Tolls		Cost + 15%
Express Mail, Courier, Next Day Service		Cost + 15%
Special Sub-Consultant Services (GPR, etc.)		Cost + 10%
Miscellaneous Services		
Per Diem (when required)	Day	Per GSA Schedule
Consultation in Connection with Litigation	Hour	$450.00
Transportation (per 2024 IRS Mileage Rate)	Mile	$0.655
Overtime and Saturday Rates		
	Hour	1.5 times Hourly Rate

*4 or 8 Hour Minimum

CALVADA SURVEYING INC

Prevailing Wage Rate Schedule (2024)

Item Description	Unit	Unit Price
Field Support		
Field Survey Crew & Equipment (Prevailing Wage)*	Hour	$375.00
Round Trip Travel Time & Costs	Hour	$160.00
Office Support		
Principal	Hour	$265.00
Director Surveying/Professional Land Surveyor	Hour	$225.00
Senior Project Manager	Hour	$190.00
Project Surveyor	Hour	$175.00
GPS Post Processing	Hour	$165.00
Survey Technician	Hour	$160.00
Drafting/AutoCAD Technician	Hour	$125.00
Accounting / Clerical	Hour	$87.00
Reimbursable Costs		
In-House Reproductions		Cost + 15%
Printing and Materials		Cost + 15%
Parking and Tolls		Cost + 15%
Express Mail, Courier, Next Day Service		Cost + 15%
Special Sub-Consultant Services (GPR, etc.)		Cost + 10%
Miscellaneous Services		
Per Diem (when required)	Day	Per GSA Schedule
Consultation in Connection with Litigation	Hour	$450.00
Transportation (per 2024 IRS Mileage Rate)	Mile	$0.655
Overtime and Saturday Rates		
	Hour	1.5 times Hourly Rate

*4 or 8 Hour Minimum

CONVERSE CONSULTANTS
Schedule of Fees
Personnel

Hourly Charges for Personnel
Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (all including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	$150
DSA Masonry Inspector	150
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	155
Coring Technician	150
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	150
Sample Pick-Up	60

Professional Services (consultation for field and office, if requested)

Staff Professional	$140
Senior Staff Professional	145
Project Professional	155
Project Manager	160
Senior Professional	180
Principal Professional	210
Principal Consultant	225

Laboratory Testing

Laboratory Technician (see Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	Per Test
Laboratory Supervisor	$85

Office Support

Clerical/Word Processing	$80
Drafting	85
CAD Operator/Drafting Manager	90

Overtime and special shift rates for Field Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses
1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS milage rate per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

CONVERSE CONSULTANTS
Schedule of Fees – Geotechnical Laboratory Testing

IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488	15.00
Engineering Classification, ASTM D2487	20.00
Moisture Content and Dry (bulk) Density,	
ASTM D2216 and D2937	20.00
Moisture Content, ASTM D2216	15.00
Shrinkage Limit, ASTM D4943	85.00
Atterberg Limits, ASTM D4318	
Several points	150.00
One Point	50.00
Particle Size Analysis, ASTM D6913	
Fine Sieve, from +#200 to #4	100.00
Coarse and Fine Sieve, from #200 to 3 in	180.00
Hydrometer	120.00
Percent Passing #200 Sieve, ASTM D1140	80.00
Specific Gravity	
Fine, passing #4 sieve, ASTM D854	90.00
Coarse, retained on #4 sieve, ASTM C127	90.00
Sand Equivalent Test, ASTM D2419	110.00
Double Hydrometer Dispersion, ASTM D4221	150.00

COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557	
Method A or B	200.00
Method C, 6" mold	200.00
California Impact Method, Caltrans 216	200.00
R-value, ASTM D2844 and CTM301	250.00
California Bearing Ratio (CBR), ASTM D1883	
1 Point	530.00
3 Points	750.00
Relative Density	
0.1 Cubic Foot Mold	200.00
0.5 Cubic Foot Mold	300.00

SHEAR STRENGTH

Torvane/Pocket Penetrometer	25.00
Direct Shear	
Quick Test	75.00
Consolidated, Drained, granular soil,	
ASTM D3080	200.00
Consolidated, Drained, fine grained soil,	
ASTM D3080	250.00
Consolidated, Undrained, fine grained soil	200.00
Residual Strength, per cycle	60.00
Remolded Specimens	60.00

STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM D2166	150.00
Unconsolidated, Undrained, ASTM D2850	160.00
Consolidated, Undrained, per point	700.00
Consolidated, Drained, per point	700.00
With Pore Pressure Measurement, per load	150.00
Remolded Specimen	90.00

CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE (ASTM D4546) TESTS

8 Load Increments	220.00
Additional Load Increment	50.00
Time-Ratio, per load increment	90.00
Single Point, collapse test	90.00
Single Load Swell, ASTM D4546	
Ring Sample, Field Moisture	90.00
Ring Sample, Air Dried	90.00
Remolded Sample	60.00
Expansion Index Test, UBC 29-2/ASTM D4829	130.00

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434	250.00
Falling Head Flexible Wall, ASTM D5084	300.00
Triaxial Permeability, EPA 9100	350.00
Remolded Specimen	60.00

CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides)	220.00
Organic Content, ASTM D2974	80.00

Conditions: Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A $5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of $50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

CONVERSE CONSULTANTS
Schedule of Fees – Materials Laboratory Testing

AGGREGATES

Moisture Content, ASTM D2216	15.00
Particle Size Analysis	
Coarse, ASTM C136, each	100.00
Coarse and Fine, ASTM C136 & C137), each	180.00
Specific Gravity & Absorption	
Coarse Aggregate, ASTM C127	85.00
Fine Aggregate, ASTM C128	85.00
Unit Weight per Cubic Foot, ASTM C29	75.00
Soundness, Sodium or Magnesium, ASTM C88, each	200.00
Potential Alkali Reactivity, ASTM D289	300.00
Freeze Thaw Soundness	175.00
Los Angeles Abrasion, per class, ASTM C131, C535	220.00
Sand Equivalent, ASTM D2419	110.00
Lightweight Particles, ASTM C123, each	85.00
Clay Lumps & Friable Particles, ASTM C142, each	120.00
Stripping Test, ASTM D1664, each	85.00
Organic Impurities, ASTM C40	75.00
Durability	By Quote

CONCRETE TESTS

Laboratory Trial Batch, ASTM C192	By Quote
Laboratory Mix Design, Historical Data	By Quote
Compression Test, 6"x12" Cylinder, ASTM C39, each	50.00
Lightweight Concrete	
Compression	50.00
Unit Weight	50.00
Specimen Preparation, Trimming or Coring, each	60.00
Bond Strength, ASTM C321	
Prepared by Converse	150.00
Prepared by Others	80.00
Core Compression Test, ASTM C12, each	80.00
Flexure Test, 6"x6" Beams, ASTM C78, each	110.00
Modulus of Elasticity, Static, ASTM C469, each	150.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days	320.00
Splitting Tensile, 6"x12" Cylinders, each	80.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 miles of office, stand-by extra), ASTM/UBC, hourly rate schedule, or each cylinder	95.00
Field Concrete Control (same as above plus air content test), ASTM/UBC, each cylinder	95.00
Hold Cylinder	10.00
Cylinder Mold, sent to job site but not cast by Converse or returned to Converse	5.00

MASONRY (ASTM C140, E447, UBC STANDARD 24-22)

Moisture Content, as received, each	20.00
Absorption, each	50.00
Compression, each	55.00
Shrinkage, ASTM C426, each	100.00
Net Area and Volume, each	25.00
Masonry Blocks, per set of 9	450.00
Masonry Core Compression, each	55.00
Masonry Core Shear, each	55.00
Masonry Core Trimming, each	55.00
Compression Test, grouted prisms, 8"x8"x16", each	120.00
Compression Test, grouted prisms, 12"x16"x16", each	130.00
Compression Test	
2"x4" Mortar Cylinder, each	40.00
3"x6" Grout Prisms, each	40.00
2" Cubes, ASTM C109, each	40.00
Cast by Others	40.00
Mortar or Grout Mix Designs	By Quote

FIREPROOFING TESTS

Oven Dry Density, per sample	70.00

MOISTURE EMISSION TEST

Moisture Emission Test Kit	70.00

ASPHALTIC CONCRETE

Stability, Flow, and Unit Weight, ASTM D6927	200.00
Marshall ASTM D1559, ASTM D2726	200.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rice Method, each	95.00
Void Analysis of Cores or Marshall Specimens, Calculations Only, ASTM D3203, set of 2 or 3	60.00
Laboratory Mixing of Asphalt & Concrete, per sample	75.00
Complete Asphalt Concrete Mix Design Hveem or Marshall	By Quote
Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each	210.00
Extraction of Rubberized Asphalt & Gradation, each	250.00
Specific Gravity, ASTM D2726 or ASTM D1188	
Uncoated	95.00
Coated	105.00
Immersion-Compression	400.00
Particle Coating, ASTM D2489	60.00
Stripping, ASTM D1664	70.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products	220.00
Retained Strength, ASTM D1074/D1075, 6 specimens	By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens	By Quote
CBR, ASTM D1883, including M/D Curve, 1 point	350.00
Asphalt Temperature	15.00

STRUCTURAL STEEL

Tensile Test #9 Bar or Smaller, each	60.00
Bend Test #9 Bar or Smaller, each	60.00
Tensile Test #10 Bar or Greater, each	280.00
Tensile Test #14 Bar, each	310.00
Rebar Coupler Tensile Test	100.00
Tensile Test, Welded #9 Bar or Smaller, each	100.00
Tensile Test, Welded #10 Bar or Greater, each	280.00
Tensile Test, Welded #14 Bar, each	310.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each	180.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater, each	350.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING

Wedge Tensile Test, A490 Bolts	
Under 100,000 lbs., each	65.00
Over 100,000 lbs., each	75.00
Wedge Tensile Test, A325 Bolts	
Under 100,000 lbs., each	70.00
Tensile Test, Anchor Bolts, tested with displacement transducers, each	300.00
Nut Hardness, Proof & Cone Proof Load Test, each	50.00
Washer Hardness, each	40.00
A325 or A490, Bolt Hardness Only, each	40.00
Bolt A325 or A490 Wedge Tensile	
Under 100,000 lbs. & Hardness, each	90.00
Over 100,000 lbs. & Hardness, each	100.00
Bolt, Nut & Washer, all tests per set with bolts	
Under 100,000 lbs.	300.00
Over 100,000 lbs.	380.00

T2 Utility Engineers Rate Schedule - 2024

Subsurface Utility Engineering Services					
Services	**Bill Rate**	**Overtime**	**Prevailing Wage**	**Prevailing Wage OT**	**Unit**
Pothole - Unit Price	$795.00	$905.00	$925.00	$1,150.00	per hole
Pothole Exceeding 7 feet in Depth	$105.00	$125.00	$130.00	$165.00	per foot
Vacuum Excavation Truck, Crew and Equipment	$345.00	$410.00	$465.00	$525.00	per hour
Utility Designating 2 Man Crew and Equipment	$275.00	$350.00	$375.00	$445.00	per hour
Utility Designating 1 Man Crew and Equipment	$195.00	$220.00	$245.00	$270.00	per hour
Concrete / Asphalt Coring, Slurry Backfilling	$165.00	$205.00	$215.00	$240.00	per hour
USA / Designating Paint Removal - Powerwashing	$1,800.00	$2,100.00	$2,200.00	$2,600.00	per day
Survey - 2 Man Crew and Equipment	$275.00	$305.00	$450.00	$495.00	per hour
Survey - 1 Man Crew and Equipment	$175.00	$200.00	$260.00	$285.00	per hour
Project Director	$245.00	NA	NA	NA	per hour
Senior Project Manager	$215.00	NA	NA	NA	per hour
Project Engineer	$190.00	NA	NA	NA	per hour
Project Surveyor	$185.00	NA	NA	NA	per hour
Project Manager	$150.00	NA	NA	NA	per hour
SUE Manager	$145.00	NA	NA	NA	per hour
Assistant Project Manager	$125.00	NA	NA	NA	per hour
CADD Supervisor	$125.00	NA	NA	NA	per hour
SUE Supervisor	$105.00	$157.50	$130.00	$175.00	per hour
SUE Technician III	$90.00	$135.00	$130.00	$175.00	per hour
SUE Technician II	$80.00	$120.00	$130.00	$175.00	per hour
SUE Technician I	$70.00	$105.00	$130.00	$175.00	per hour
CADD Technician	$90.00	$127.50	NA	NA	per hour
Administrative Support	$90.00	$112.50	NA	NA	per hour

Expenses	
Encroachment and Traffic Permits	cost plus 10%
Traffic Control Plans - Engineer Stamped	$800 per sheet
Subcontractors - Asphalt, Traffic Control, Ect.	cost plus 10%
Miscellaneous Expenses	cost plus 10%

V&A

V&A Consulting Engineers 2024 Fee Schedule Rates include Overhead & Profit	
Position	**Hourly Rate**
Principal-in-Charge	$333
Senior Project Manager	$291
Project Manager	$274
Senior Project Engineer	$256
Project Engineer	$228
Deputy Engineer	$214
Associate Engineer	$199
Graduate Engineer	$166
CAD Designer	$166
Corrosion Field Supervisor	$166
Engineering Associate	$154
Senior Technician	$147
Technician	$128
Project Administrator	$102
Deposition/Court Appearance	$598
Other Direct Costs	
Subcontractor/Subconsultant, Lab Analysis: Cost + 10%	
Travel (Air/Hotel/Per Diem/Car Rental), Printing, Shipping: @ Cost	
Auto/Truck Mileage: @ Federal Rate	
Field Truck: $100/Day	
Confined Space Entry Truck and Safety Equipment: $200/Day	
California Prevailing Wage Markup: Labor + 30%	

EXHIBIT C

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Stantec Consulting Services Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.
11/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG . $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☼ Included in Limits
☼ In Addition to Limits

☼ Deductible ☼ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☼ Per Occurrence ☼ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☼ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☼ COMMERCIAL GENERAL LIABILITY ☼ Claims Made
☼ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☼ OWNERS & CONTRACTORS PROTECTIVE ☼ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☼ GENERAL		
☼ PRODUCTS/COMPLETED OPERATIONS		
☼ PERSONAL & ADVERTISING INJURY		
☼ FIRE DAMAGE		
☼ _____		
☼ _____		

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☼ Broker/Agent ☼ Underwriter ☼ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)
Telephone: ( ) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 11/24 INS-A.doc

EXHIBIT D

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Stantec Consulting Services Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Stantec Consulting Services Inc.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to

City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials,

officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

EXHIBIT F

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Stantec Consulting Services Inc.)

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision
(b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_ in the State of

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_ in the State of

ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND WOODARD & CURRAN, INC.

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Woodard & Curran, Inc. ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. [Intentionally Omitted]

2. SUMMARY DESCRIPTION OF SERVICES.

On-call Professional Engineering Services for the Water, Wastewater, and Recycled Water systems for the City of Oxnard for small to medium size technical and administrative tasks on an as needed basis.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Woodard & Curran, Inc. a corporation of the State of Maine, with an office located at 515 S. Flower Street, 18th Floor, Los Angeles, CA 90071.

4. TERM OF AGREEMENT: From: February 5, 2025 To: February 4, 2026

A. Time is of the essence in this Agreement

B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. **AGREEMENT AMOUNT NOT TO EXCEED:** $1,000,000.00 [1]

6. **AGREEMENT EXHIBITS**. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services and Task Order Template
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

7. **DESIGNATED REPRESENTATIVES.** The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative	Consultant Designated Representative
Name: Timothy Beaman	Name: Xavier Irias
Title: Assistant Director of Utilities	Title: Vice President | Project Director
Phone: (805) 385-8141	Phone: (925) 627-4131
Email: timothy.beaman@oxnard.org	Email: xirias@woodardcurran.com

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

Address: 6001 Perkins Road, Oxnard, CA 93033	Address: 515 S. Flower Street, 18th Floor, Los Angeles, CA 90071

8. **CONTRACTUAL PREREQUSITIES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

    A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
    B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. **CONSULTANT'S SERVICES.**

    A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
    B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
    C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
    D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of

the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. FEDERAL GRANT FUNDING REQUIREMENTS . [RESERVED]

16. **INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

    Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant T and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. **LAWFUL PERFORMANCE.** Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. **SAFETY REQUIREMENTS.** Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of

Consultant 's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. **STANDARD OF PERFORMANCE; WARRANTY.** Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

    A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
    (1) Has thoroughly reviewed and considered the services and work to be performed; and
    (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
    (3) Has carefully considered how the services and related work should be performed; and
    (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. **OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY.** City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

    A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
    B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports

concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.

C. Records and Inspections**.** The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. **NOTICE OF BREACH AND OPPORTUNITY TO CURE.** Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. **NOTICE.** All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. **INDEMNIFICATION, HOLD HARMLESS & DEFENSE.** Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

    A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002

Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit "E" attached to this Agreement.

A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html
B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. IRAN CONTRACTING ACT. In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars ($1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars ($1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of

ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

28. **SUBCONTRACTING.** If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

29. **CONFLICT OF INTEREST.** Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. **DISPUTES.** Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. **DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an

Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a “blindfold” process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. **ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant 's Services pursuant to this Agreement shall be provided by the Consultant’s Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant 's performance of this Agreement without the prior written approval of City, by and through the City’s Designated Representative.

33. **CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant’s risk, until written instructions are received from the Project Manager.

34. **REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit “A”, Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. **AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted

by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. **ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.
37. **NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. **COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. **FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. **GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. **INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. **NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. **EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. **INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this

Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. **CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.
49. **ACKNOWLEDGEMENT.** By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

☐Luis Mc Arthur, Mayor[2] Date
☐Jennifer Yates, Purchasing Manager[3]

WOODARD & CURRAN, INC.

Ray Fakhoury, Date
Vice President

Rebeca Talbert [4] Date
Legal Council / Co. Secretary

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Date
Attorney (always required)

[2] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[3] The Purchasing Agent may execute any authorized agreement up to $200,000.

[4] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

ON-CALL PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Woodard & Curran, Inc.)

SCOPE OF SERVICES

PROJECT MANAGERS:
Water: Chris Peyton Phone: 805-385-8111
email: chris.peyton@oxnard.org
Water: Susan Pan Phone: 805-200-5390
email: susan.pan@oxnard.org
Wastewater: Jan Hauser Phone: 805-271-2205
email: jan.hauser@oxnard.org

The Consultant shall furnish all necessary labor, materials, equipment and other incidental and appurtenant work to provide On-Call Professional Engineering Services for the Water, Wastewater, and Recycled Water systems for the City of Oxnard.

The Scope of Work may include, but not be limited to, consulting and project management related to the following systems and appurtenances:

Water Distribution
- Pump stations
- Pipelines

Water Treatment
- Desalter groundwater treatment

Water Production
- Wells
- Blending stations

Advanced Water Purification
- MF and RO membrane treatment
- Regulatory compliance
- Distribution
- Groundwater recharge
- IPR/DPR

Wastewater Collection
- Gravity sewer lines
- Manholes
- Lift Stations
- Force mains
- I/I analysis

Wastewater Treatment
- Process analysis and design
- Plant hydraulics
- Odor control

General
- Chemical storage and dosing
- Pumping systems
- Electrical systems
- Cost estimating

Project Management

- Define task order objectives, scope, and deliverables.
- Develop and maintain a detailed project schedule, including milestones and deadlines.
- Conduct progress meetings with the key project stakeholders.
- Track project budget, resources, and timelines to ensure efficient execution.

Feasibility Studies and Assessments

- Conduct preliminary assessments of existing water, wastewater, and recycled water systems.
- Evaluate the feasibility of proposed projects, including cost-benefit analysis and risk assessments.
- Provide technical reports summarizing findings, recommendations, and potential impacts.

Design and Engineering Services

- Develop conceptual, preliminary, and detailed designs for water, wastewater, and recycled water systems.
- Prepare engineering drawings, specifications, and construction documents.
- Ensure designs comply with local, state, and federal regulations, as well as industry standards.

Regulatory Compliance and Permitting

- Assist in obtaining necessary permits from regulatory agencies.
- Provide guidance on compliance with environmental regulations, including water quality standards and discharge permits.
- Prepare and submit required regulatory documentation and reports.

Construction Management and Inspection

- Provide oversight during the construction phase, including site inspections and quality assurance.
- Review and approve contractor submittals, including shop drawings and material specifications.
- Monitor construction progress to ensure adherence to design specifications and project timelines.

Operational Support and Optimization

- Conduct operational assessments of existing systems to identify inefficiencies and areas for improvement.
- Provide recommendations for optimizing system performance and reducing operational costs.
- Assist in the development of standard operating procedures (SOPs) and maintenance plans.

Hydraulic Modeling and Analysis

- Review and exercise hydraulic models for water, wastewater, and recycled water systems.
- Perform system capacity analysis to evaluate current and future demands.

- Use modeling tools to simulate various scenarios and assess the impact on system performance.

Sustainability and Resource Management

- Provide expertise in water conservation strategies and demand management.
- Assess opportunities for integrating recycled water into existing systems.
- Develop strategies for reducing energy consumption and greenhouse gas emissions in utility operations.

Community and Stakeholder Engagement

- Facilitate public meetings and stakeholder consultations to gather input and address concerns.
- Prepare and distribute informational materials to communicate project objectives and benefits.
- Assist in developing and implementing communication plans to keep the public informed throughout the project.

Reporting and Documentation

- Prepare detailed reports summarizing project progress, findings, and recommendations.
- Maintain comprehensive records of all project-related activities, including communications, approvals, and changes.
- Provide final project documentation, including as-built drawings, operation manuals, and maintenance schedules.

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California

93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard [Consultant]

_____ _____

[designated rep] Date [Name & Title] Date

_____ _____

Insert Department
Assistant Director/Director Date [Name & Title] Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

EXHIBIT B

ON-CALL PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Woodard & Curran, Inc.)

SCHEDULE OF COMPENSATION

STAFF TYPE	HOURLY RATE
Administrative / Administrative Assistant	$140
Drafter / Project Assistant / Technician 1	$150
Designer 1 / Geologist 1 / GIS Analyst 1 / Planner 1 / Scientist 1 / Technician 2	$155
Graphic Artist / Project Specialist	$170
Designer 2 / Geologist 2 / GIS Analyst 2 / Scientist 2 / Specifications Manager	$180
Graphics Manager / Senior Project Assistant	$200
Engineer 1 / Planner 2 / Technical Specialist 1 / Technician 3	$210
Contract Document Specialist / Geologist 3 / GIS Analyst 3 / Scientist 3	$220
Designer 3 / Engineer 2 / Plant Manager / Procurement Specialist / Programmer 1 / Project Geologist 1 / Project Scientist 1 / Technical Specialist 2	$235
Engineer 3 / GIS Solutions Analyst / Planner 3 / Programmer 2 / Technical Specialist 3	$265
Programmer 3 / Project Geologist 2 / Project Scientist 2 / Project Tech Specialist 1 / Senior Designer	$270
Project Electrical Engineer 1 / Project Engineer 1 / Project Planner 1	$280
Project Engineer 2 / Project Planner 2 / Project Tech Specialist 2 / Senior Project Geologist / Senior Project Scientist / Senior Resident Project Representative	$290
Senior Cost Estimator / Senior Planner	$295
GIS Manager / Project Manager 1 / Technical Manager 1	$315
Construction Manager / Project Manager 2 / Technical Manager 2	$330
Program Manager	$340
Senior Project Manager / Senior Technical Manager	$350
Senior Consultant	$355
Senior Delivery Leader / Senior Program Leader / Senior Technical Leader	$360
Principal in Charge	$365
National Practice Leader	$380
EXPENSES	

EXHIBIT C

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Woodard & Curran, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.
11/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG . $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☼ Included in Limits
☼ In Addition to Limits

☼ Deductible ☼ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☼ Per Occurrence ☼ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☼ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☼ COMMERCIAL GENERAL LIABILITY ☼ Claims Made
☼ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☼ OWNERS & CONTRACTORS PROTECTIVE ☼ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☼ GENERAL		
☼ PRODUCTS/COMPLETED OPERATIONS		
☼ PERSONAL & ADVERTISING INJURY		
☼ FIRE DAMAGE		
☼ _____		
☼ _____		

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☼ Broker/Agent ☼ Underwriter ☼ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)
Telephone: ( ) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 11/24 INS-A.doc

EXHIBIT D

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Woodard & Curran, Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of $500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Woodard & Curran, Inc.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to

City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials,

officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

EXHIBIT F

ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Woodard and Curran, Inc.)

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision
(b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_ in the State of

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_ in the State of

RATES AND COSTS EXHIBIT A-1

BILLING RATES EFFECTIVE JANUARY 1, 2023

Engineering

Designer	$95
Senior Designer	$135
Assistant Engineer I	$120
Assistant Engineer II	$135
Associate Engineer	$160
Senior Engineer I	$175
Senior Engineer II	$190
Principal Engineer I	$210
Principal Engineer II	$230

General

Technical/Clerical Support	$80
Testimony (Trial or Deposition)	2.5 x Hourly Rate
Special Consultant	$250
(Principal with specialized skills in engineering, geomatics or planning)	
Outside Consultant	Cost + 10%
Reimbursable Expenses	Cost + 10%

Geomatics (Surveying & Mapping)

Surveying Technician	$95
Assistant Surveyor I	$120
Assistant Surveyor II	$135
Associate Surveyor	$160
Senior Surveyor I	$175
Senior Surveyor II	$190
Principal Surveyor I	$210
Principal Surveyor II	$230
One-Man Survey Crew	$175
Two-Man Survey Crew	$255
Three-Man Survey Crew	$360
One-Man Survey Crew (Prevailing Wage)	$185
Two-Man Survey Crew (Prevailing Wage)	$280
Three-Man Survey Crew (Prevailing Wage)	$420

* The above billing rates are for straight time (non-overtime) work. Overtime and Saturdays will be charged at 150% of the standard hourly rates. Sundays and holidays will be charged at 200% of the standard hourly rates.
* 'Prevailing Wage' rates are used for field work on projects subject to federal or state prevailing wage law and are subject to increases in accordance with the CA Dept of Industrial Relations.

An Employee Owned Company

BILLING RATES
TRAVIS AGRICULTURAL CONSTRUCTION, INC.
RATES

City of Oxnard - PREVAILING WAGE Rates - 08/22/2022 to 06/30/2023 *w/ Overhead*

Effective until superseded by a new determination issued by the Director of Industrial Relations.

CLASSIFICATION	GROUP #	HOURLY RATE	1 1/2 & SAT. RATE	SUNDAY & HOLIDAY RATE
LABOR				
FOREMAN				
FOREMAN GENERAL	1	87.29	114.08	140.86
FOREMAN SEPTIC TANK / ASPHALT INSTALL	2	88.01	115.15	142.29
FOREMAN FUSION MACHINE / VPLATE	3	88.72	116.23	143.72
FOREMAN EXPOSURE TO RAW SEWAGE	4	90.74	119.24	147.75
FOREMAN OVERSEEING WELDER	5	91.19	119.93	148.65
LABORER				
LABORER GENERAL	1	84.69	110.18	135.66
LABORER SEPTIC TANK DIGGER, ASPHALT INSTALL/OVERLAY/SHOVELER	2	85.41	111.25	137.09
LABORER FUSION MACHINE/VPLATE/JJ OP/HAMMER	3	86.12	112.32	138.52
LABORER EXPOSURE TO RAW SEWAGE	4	88.14	115.34	142.55
LABORER WELDER	5	88.59	116.03	143.46
EQUIP. OPERATOR				
BACKHOE/MINI-EX/938G/ROLLER/602-420F	4	113.36	150.03	186.71
DITCHWITCH / PUMP OPERATOR	1	110.03	145.04	180.06
570LXT/SKIPLOADER/FORKLIFT/CRANE	2	111.04	146.56	182.08
SKIDSTEER 605/606/607/608/609	3	111.42	147.13	182.84
EXCAVATOR 702/312/314	8	113.78	150.67	187.57
VACUUM/DOZER (D-4/D-5)	6	113.64	150.46	187.28
DUMP TRUCK DRIVER - ON/OFF HAULING (SAND, GRAVEL AND SIMILAR CARGO)				
DUMP TRUCK DRIVER		31.30	42.19	46.95
TEAMSTER - WITHIN JOB SITE MOVING MATERIAL (DESIGNATED TURNOUT / NOT A PUBLIC LOCATION)				
DRIVER (2) AXLE (TC-8, 18,36,63)	2	89.49	113.10	136.70
DRIVER WATER TRUCK (2) AXLE	3	89.66	113.35	137.04
DRIVER (3) AXLE (TC-12 DYNAWELD OR END DUMP)	3	89.66	113.35	137.04
TRUCK REPAIRMAN	8	90.63	114.81	138.99

Labor Rates are based on current prevailing wage rates and a **12% Labor Burden & 16% Company Overhead ARE applied.**
Rate Increase on Labor, Operator & Teamster categories

EQUIPMENT RATES	
Description	**Rate Per Hour 4/1/22 - 3/31/23**
420 Backhoe	57.10
D-5 Dozer	61.16
320L Excavator (#702)	94.46
303 - 305 Mini Excavator (#703, 704, 705, 706)	58.83
V-800 Vermeer	162.81
HYDRO-VAC	69.00
TH - 210 Forklift	34.33
938G Loader	113.71
259B, 289C Skidsteer (#605, 606, 607, 608, 609)	49.77
3-5 Ton Roller	30.05
Stake Truck (TC-60 & 83)	48.86
2 - Axle Dump Truck (TC 63, 71, 79, 95, 96)	62.89
3 - Axle Dump Truck (TC 67)	82.28
4 - Axle Dump Truck (TC 90)	92.72
Welding Truck (TC 34)	91.40
2000 Gallon Water Truck (TC-29)	62.89
Air Compressor Day Rate	333.50
Truck with Tools	46.18
Service Truck (Welding Truck & Crane - TC 34)	97.15
Generator (Day Rate)	57.50
Wacker (Day Rate)	86.25
Jackhammer 90lb (Day Rate)	103.50

*UPDATED ISSUED 04/01/2022, EXP 03/31/2023

Hourly Equipment Rates per Cal Trans 4/1/21 - 3/31/22, **15% Overhead IS applied**

Rates based on a 4-hour minimum call out and shall be paid portal to portal.
Materials, Subcontractors, and Rentals shall be billed out at cost + 15%
Emergency call out, holiday pay, and night work are excluded and shall be paid on a case by case basis.
NOTE: 10% profit to be applied to overall cost

11/8/2022

SUBCONSULTANT BILLING RATES

SPEARHEAD LOCATING SERVICES, INC. RATES

Utility locating: Includes GPR scanning: $180.00 per hour. $450.00 minimum call out charge.

Locate Gas, Water, Electric, Comm, Sewer/storm lines.

Concrete Scanning: $225.00 per hour. $525.00 minimum call out charge.

RATES AND COSTS EXHIBIT

MNS ENGINEERS INC

2021 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge	$280
Senior Project/Program Manager	255
Project/Program Manager	225
Assistant Project/Program Manager	185
Senior Project Coordinator	155
Project Coordinator	125

ENGINEERING

Principal Engineer	$240
Lead Engineer	215
Supervising Engineer	200
Senior Project Engineer	190
Project Engineer	170
Associate Engineer	155
Assistant Engineer	140

SURVEYING

Principal Surveyor	$235
Lead Surveyor	225
Senior Survey Project Manager	205
Supervising Surveyor	200
Senior Project Surveyor	180
Project Surveyor	160
Senior Land Title Analyst	155
Associate Project Surveyor	150
Assistant Project Surveyor	130
Party Chief (PW)	155
Chainperson (PW)	135
One-Person Survey Crew (PW)	185

CONSTRUCTION MANAGEMENT

Principal Construction Manager	$255
Senior Construction Manager	235
Senior Resident Engineer	225
Resident Engineer	210
Structure Representative	195
Construction Manager	185
Assistant Resident Engineer	175
Sr. Construction Inspector (PW)	165
Construction Inspector (PW)	156
Office Administrator	105

TECHNICAL SUPPORT

CADD Manager	$175
Supervising Technician	145
Senior Technician	135
Engineering Technician	105

ADMINISTRATIVE SUPPORT

Senior Management Analyst	$160
Management Analyst	135
IT Technician	120
Graphics/Visualization Specialist	100
Administrative Assistant	80

GOVERNMENT SERVICES

City Engineer	$215
Deputy City Engineer	195
Assistant City Engineer	180
Plan Check Engineer	175
Permit Engineer	150
City Inspector	155
Senior City Inspector (PW)	165
City Inspector (PW)	156
Principal Stormwater Specialist	155
Senior Stormwater Specialist	140
Stormwater Specialist	125
Stormwater Technician	115
Building Official	175
Senior Building Inspector	150
Building Inspector	135
Planning Director	185
Senior City Planner	165
Assistant Planner	145
Senior Grant Writer	160
Grant Writer	135
Associate Grant Writer	105
Assistant Grant Writer	85

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to an annual escalation increase of 3.0% starting January 1, 2022.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classification will be charged at 1 x hourly rate.

IRJ ENGINEERS, INC.
4517 Market Street, Suite 1B, Ventura, CA 93003-7841
(805) 642-2355

The hourly rate schedule is listed below.

Principals	$170.00 per hour
Professional Engineers	$140.00 per hour
Senior Engineering Designers	$105.00 per hour
Engineering Designers/CAD Drafters	$ 90.00 per hour
Clerical Staff	$ 65.00 per hour

SSG Structural Engineers, LLP

EMPLOYEE HOURLY RATE SHEET

Position	Rate
Principal Structural Engineer	$190 / hr
Principal Engineer	$180 / hr
Senior Structural Engineer	$145 / hr
Structural Engineer	$135 / hr
Senior Project Engineer	$125 / hr
Project Engineer	$115 / hr
Staff Engineer	$105 / hr
Production (CAD) Operator	$75 / hr
Production (CAD) Technician	$65 / hr
Administrative Professional	$40 / hr

Reimbursable Expenses shall be billed at a rate of 1.1 times direct cost
(Mileage, Travel, Printing, Shipping, Etc.)

JMPE
ELECTRICAL ENGINEERING
LIGHTING DESIGN
CA REGISTRATION NO E13083

Schedule of Hourly Rates and Fees

Electrical Engineer, Lighting Designer	$200.00 per hour
Electrical Designer, Associate	$160.00 per hour
CAD Drafting	$100.00 per hour
Clerical	$80.00 per hour
Specifications	$90.00 per hour
Cost Estimating	$120.00 per hour

Blueprints	*
Copies	*
Telephone Calls	*
Faxes	*
Mileage	*
Parking	*
Postage	*

*Included in hourly rate structure

627 OLIVE STREET
SANTA BARBARA CA 93101
(805) 569.9216
maloney@jmpe.net
www.jmpe.net

RATES AND COSTS EXHIBIT

Kimley»Horn

Rate Schedule

Effective through 12/31/2024

Classification	Billing Rate per Hour*
Clerical/Admin	$105.00
Project Support	$125.00
Analyst I	$130.00
Analyst II	$145.00
Sr. Project Support	$150.00
Analyst III/Designer	$160.00
Professional I	$180.00
Professional II	$195.00
Professional III	$220.00
Sr. Professional I	$245.00
Sr. Professional II	$275.00
Sr. Professional III	$315.00

SUBCONSULTANT MANAGEMENT/DIRECT EXPENSE 10%

OFFICE EXPENSES (Allocation) 5%
(Covers expenses such as in-house duplicating and blueprinting, local mileage, Delivery Services/USPS)

Other Direct Costs such as Field Equipment/Supplies, Travel Expenses, etc. will be billed at actual cost.

TOOLE DESIGN

Named Staff	All inclusive	Classification
Adam Vest	$255	Engineering Lead II
Jeremy Chrzan	$260	Engineering Lead II
Classification	All Inclusive	
Principal in Charge	$310.00	
Engineering Lead II	$270.00	
Engineering Lead I	$235.00	
Senior Engineer	$200.00	
Project Engineer II	$180.00	
Project Engineer	$170.00	
Engineer III	$145.00	
Engineer II	$130.00	
Engineer	$115.00	
Planning Lead II	$268.00	
Planning Lead I	$234.00	
Senior Planner	$197.00	
Project Planner II	$169.00	
Project Planner	$157.00	
Planner III	$143.00	
Planner II	$131.00	
Planner	$106.00	
Landscape Architect Lead	$220.00	
Senior Landscape Architect	$175.00	
Landscape Architect	$153.00	
Designer II	$118.00	
Designer	$109.00	
GIS Analyst	$144.00	
GIS Specialist	$120.00	
Graphic Designer	$110.00	
Intern	$85.00	
Technician	$92.00	
Administrative	$90.00	

RATES AND COSTS EXHIBIT

Fehr & Peers Hourly Rate Schedule
Years 1-3

Classification	2022-2023	2023-2024	2024-2025
Principal	$305	$310	$315
Senior Associate	$265	$270	$275
Associate	$215	$220	$225
Senior Engineer/Planner	$170	$175	$180
Engineer/Planner	$160	$165	$170
Senior Engineering Technician	$190	$195	$200
Senior Project Accountant	$170	$175	$180
Senior Project Coordinator	$165	$170	$175
Project Coordinator	$145	$150	$155
Technician	$150	$155	$160
Intern	$105	$110	$115

RATES AND COSTS EXHIBIT
A-1 SUB-CONSULTANT RATES

Walk 'n Rollers Hourly Rate Schedule
Years 1-3

Classification	2022-2023	2023-2024	2024-2025
Team Lead	N/A	$150	$150
Outreach	N/A	$75	$75
Project Coordinator	N/A	$50	$50

RATES AND COSTS EXHIBIT

FY 2022 US West Region Rate Schedule

Finance Class Code		Rate
A01	Senior Technical Director 1	$280
A02	Senior Technical Director 2	$260
A03	Senior Technical Director 3	$240
A04	Technical Director 1	$225
A05	Technical Director 2	$200
A06	Senior Professional 1	$175
A07	Senior Professional 2	$160
A08	Professional 1	$140
A09	Professional 2	$125
A10	Professional 3	$115
A11	Intern	$85
B01	Lead Design Technician 1	$255
B02	Lead Design Technician 2	$230
B03	Lead Design Technician 3	$210
B04	Senior Design Technician 1	$170
B05	Senior Design Technician 2	$160
B06	Design Technician 1	$150
B07	Design Technician 2	$135
B08	Drafting/Design 1	$125
B09	Drafting/Design 2	$115
B10	Drafting/Design 3	$105
B11	Drafting/Design 4	$95
B12	Intern Drafting/Design	$85
C01	Business Services Manager 1	$250
C02	Business Services Manager 2	$210

Finance Class Code		Rate
C03	Senior Admin Officer 1	$155
C04	Senior Admin Officer 2	$125
C05	Admin Officer 1	$105
C06	Admin Officer 2	$90
C07	Admin Officer 3	$75
D01	Business Services Manager 1	$275
D02	Business Services Manager 2	$255
D03	Senior Admin Officer 1	$215
D04	Senior Admin Officer 2	$170
D05	Admin Officer 1	$155
D06	Admin Officer 2	$110
D07	Admin Officer 3	$100
D08	Admin Officer 4	$90
D09	Admin Officer 5	$85
D10	Admin Officer 6	$75
S01	Senior Construction Manager	$250
S02	Construction Manager	$205
S03	Lead Site Engineer/Supervisor	$175
S06	Lead Inspector	$165
S07	Senior Inspector	$150
S08	Inspector / Specialist 1	$135
S09	Inspector / Specialist 2	$110
S10	Clerk / Specialist 3	$80
S15	Operator/Laborer 1	$125
S16	Operator/Laborer 2	$105
S17	Operator/Laborer 3	$95

1 Rates are for employees of all GHD companies.
2 All travel cost will be invoiced at coach class rates. Lodging and meal expenses will be at cost unless per diem rate is negotiated.
3 Reimbursement for direct expenses incurred for proposed services, including sub-consultant services, will be billed at cost plus 15%
4 GHD has implemented a system of billing for consumables on a per hour basis. Associated Project Cost (APC) is a unit cost replacing the individual tracking of some of the consumable costs directly related to projects. Each year the total consumable audited costs are compiled from our general ledger including:
- Office consumables including engineering supplies and postage
- Reproduction consumable costs including equipment lease and maintenance, printing, and stationary
- Communication consumables including telephone expenses
- Equipment consumable including CADD, software, and IT expenses

Associated project cost (APC) will be invoiced at the following rate:

a. General Associated Project Charges APC: $6.50 / labor hour or 4% of labor costs
b. Field Services/Construction Inspector APC: $11.50 / labor hour

5 Reimbursement for vehicles used for proposed services will be at the federally approved mileage rates or at a negotiated monthly rate
6 Overtime for non-exempt employees will be charged at 1.5 times the hourly billing rate
7 If prevailing wage are applicable, the above billing rates and APC will be adjusted proportionate to the increase in labor cost
8 The Rate Schedule is subject to change annually, at a rate increase of 3%

RATES AND COSTS EXHIBIT, continued

Rate Schedule

Software Technician... ..... $185 / Hour

On-Site Field Technician..... $1,500 / Day (Minimum One Day)

The Rate Schedule is subject to change annually, at a rate increase of 3%.

RATES AND COSTS EXHIBIT, continued

SCHEDULE OF CHARGES
N2W Engineering
January 2021

Personnel (1)	Unit	Rate
Technical Advisor	Per Hour	$225
Principal	Per Hour	$225
Senior Project Manager	Per Hour	$200
Project Manager	Per Hour	$180
Senior Engineer	Per Hour	$165
Senior Project Engineer	Per Hour	$165
Construction Manager	Per Hour	$165
Project Engineer	Per Hour	$150
Staff Engineer	Per Hour	$125
Assistant Professional	Per Hour	$110
Sr. CAD Designer	Per Hour	$125
CAD Designer	Per Hour	$100
Project Coordinator	Per Hour	$100
Clerical	Per Hour	$ 80
Intern	Per Hour	$ 60
Other	**Unit**	**Rate**
Traveling Vehicle Costs	Per Mile	$0.56
Truck Use	Per Day	$75
Subcontractor Markup	%	15
Equipment (2)	**Unit**	**Rate**

Notes:

(1) Personnel rates subject to a 150% markup for litigation support and 200% for court appearances

(2) Rates for other equipment not noted herein will be provided upon request

(3) The Rate Schedule is subject to change annually, at a rate increase of 3%.

RATES AND COSTS EXHIBIT, continued

John Robinson Consulting, Inc.
1055 East Colorado Blvd., Suite 500
Pasadena, CA 91106
Telephone: (626) 375-9389
E-mail: jrobinson@johnrobinsonconsulting.com
www.johnrobinsonconsulting.com

January 1, 2021 through December 31, 2024

Hourly Charge Rate and Expense Reimbursement Schedule [1][2]

John Robinson, Principal	$150/hour

(1) Subcontractors are at cost and no markup will be applied
(2) Reimbursable In-House Costs (photo copies, blueprints, vehicle mileage) are within the hourly rate.

NOTE: All rates listed above are effective until December 31, 2024

RATES AND COSTS EXHIBIT, continued

SEPARATION PROCESSES, INC

5152 Lundquist Avenue, Carlsbad, California 92010 Phone (760) 405-3660 FAX (760) 405-3661

SPI Standard Billing Rates for Design Services
(effective January 1, 2021):

Position	Hourly Billing Rate
Principal	$270
Senior Project Manager	$256
Project Engineer II	$170
Project Engineer I	$157
Engineer-II	$147
Engineer-I	$134
CAD Designer	$129
Administrative	$77
Travel expenses:	billed as incurred (mileage reimbursement at 58¢/mile)

Sub-consultant fees and other authorized expenses: 5% mark-up

The Rate Schedule is subject to change annually, at a rate increase of 3%.

RATES AND COSTS EXHIBIT, continued

2021 GSI Fee Schedule

Labor Category	Hourly Rate
Technical Professionals	
Principal	$250
Supervising	$200
Managing	$170
Consulting	$180
Project	$140
Staff	$120
Other Services	
GIS/Graphics	$140
Editor/Documents	$125
Administration	$80

The hourly rate for trial preparation and expert witness testimony is 1.5 times the standard billing rate shown above.

The Rate Schedule is subject to change annually, at a rate increase of 3%.

Expenses

- Mileage: IRS authorized rate/mile plus 10 percent markup
- Direct expenses and outside services: Cost plus 10 percent markup

RATES AND COSTS EXHIBIT A-1

FUGRO USA MARINE, INC.

OFFSHORE SURFACE AND SUBSURFACE SURVEY SERVICES
2023 FEE SCHEDULE

MULTIBEAM/SWATH BATHYETRY
RTK Positioning System
Inertial Motion Reference Unit
Data Acquisition Computer and Software
Sound Velocimeter
With Multibeam Sonar ..... $ 2,185/day

MULTIPLE SYSTEMS
ADD LiDAR System to Multibeam Collection System..... $ 585/day

SIDE SCAN SONAR

Differential GPS Positioning System, Gyro
Data Acquisition Computer and Software
Singlebeam Bathymetry System
With Side Scan Sonar System ..... $ 1,455/day

FIELD PERSONNEL
Multibeam or LiDAR Specialist (Prevailing Wage)..... $ 2,360/12-hr day
Additional Survey Personnel ..... $ 1,875/12-hr day

SURVEY VESSEL
26 Foot Purpose Built Hydrographic Survey Vessel..... $ 690/day
15 Foot Purpose Built Hydrographic Survey Vessel..... $ 240/day

DATA PROCESSING
Data Processing Computer System & Software with Qualified Operator..... $ 195/hr

HARDWARE/SOFTWARE INTERPRETATIVE SOFTWARE
SMT/Fledermaus/TBC..... $ 25/hr
GIS/ACAD ..... $ 25/hr

EXAMPLE OF TYPICAL ONE DAY MULTIBEAM SURVEY = $10,326

Survey Equipment	$ 2,185/day
Multibeam Specialist (Hydrographer)	$ 2,360/day
Vessel Operator	$ 1,875/day
26 Foot Purpose Built Hydrographic Survey Vessel	$ 690/day
Data Processing & Office Personnel	$ 1,560/day (1:1 field:processing)
Charting or Reporting	$ 1,656/day

RATES AND COSTS EXHIBIT A-1, continued

Fugro USA Marine, Inc.
Fee Schedule 2023

OFFICE PERSONNEL (2-hour Minimum)

Administrative Assistant	$ 91.50/hr
Deliverables Coordinator	$ 138.00/hr
Project Manager	$ 136.50/hr
Quality Assurance Specialist	$ 179.00/hr
Survey Manager	$ 181.00/hr

ADDITIONAL EQUIPMENT

Company Truck	$ 173/day	Side Scan Sonar System	$ 335/day
DGPS Positioning System	$ 219/day	Side Scan Sonar Winch with Armored Tow Cable	$ 880/day
Single Beam Echosounder	$ 113/day	Magnetometer	$ 265/day
USBL Acoustic System	$ 753/day	Subbottom Profiler (Chirp)	$ 245/day
USBLTransponders	$ 160/day	26-foot Survey Vessel	$ 690/day
Grab Sampler	$ 253/day	14-foot Survey Skiff	$ 240/day

NOTE: Charges for personnel and equipment will begin at time of departure from Ventura, California and end upon return to Ventura, California. All fees are on a per day basis with a 1-day minimum charge for any and all additional personnel and/or equipment.

RATES AND COSTS EXHIBIT

iteris

213.488.0345
iteris.com

801 South Grand Avenue, Suite 750
Los Angeles, CA 90017

SINGLE TIERED RATE SHEET

Table 1 provides a single tiered schedule of Iteris standard hourly rates by job classification. These rates are effective for the three year contract term.

Table 1 Iteris Standard Fee Schedule

STAFF CLASSIFICATION	Billing Rate
Support Staff I	$100
Support Staff II	$130
Support Staff III	$190
Analyst	$130
Technician	$130
Specialist I	$120
Specialist II	$160
Specialist III	$195
Assistant Engineer/Planner	$130
Assistant Engineer/Planner II	$145
Associate Engineer/Planner	$140
Associate Engineer/Planner II	$170
Engineer/Planner	$165
Engineer/Planner II	$220
Senior Engineer/Planner/Manager I	$235
Senior Engineer/Planner/Manager II	$265
Senior Engineer/Planner/Manager III	$290
Senior Systems Engineer	$295
Senior Systems Engineer II	$340
Associate Vice President/Principal/Director	$330
Associate Vice President/Principal/Director II	$360
Vice President/Chief Scientist	$375

STANDARD TERMS AND CONDITIONS

- Billings will be monthly at the individual Categories and Rates for the persons actually performing the work during the performance period. Rates are subject to adjustments after the three year contract term.
- Equipment expenses will be billed at cost plus 10%. Other expenses, such as traffic counts, postage/delivery service, reproduction, transportation, and subsistence, will be billed at cost.
- All mileage rates will be based upon IRS standard rates.

RATES AND COSTS EXHIBIT A-1

RINCON CONSULTANTS, INC.

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	$295
Director II	$295
Principal I	$285
Director I	$285
Senior Supervisor II	$268
Supervisor I	$250
Senior Professional II	$234
Senior Professional I	$218
Professional IV	$194
Professional III	$180
Professional II	$160
Professional I	$143
Associate III	$120
Associate II	$107
Associate I	$100
Field Technician	$86
Data Solutions Architect	$180
Senior GIS Specialist	$172
GIS/CADD Specialist II	$153
GIS/CADD Specialist I	$138
Technical Editor	$135
Project Accountant	$115
Billing Specialist	$98
Publishing Specialist	$110
Clerical	$98

* 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 $380.

Reimbursable Expenses

Direct Cost	Rates
Photocopies - Black and White	$0.25 (single-sided), $0.45 (double-sided)
Photocopies - Color	$1.55 (single-sided), $3.10 (double-sided)
Photocopies - 11 x 17	$0.55 (B&W), $3.40 (color)
Oversized Maps	$8.50/square foot
Digital Production	$15/CD, $20/flash drive
Light-Duty and Passenger Vehicles*	$90/day
4WD and Off-road Vehicles*	$150/day

*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.

Effective January 1, 2023

RINCON CONSULTANTS, INC.

Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	$160
Four Gas Monitor	$137
Flame Ionization Detector	$110
Photo Ionization Detector	$82
Hand Auger Sampler	$62
Water Level Indicator, DC Purge Pump	$46
CAPDash	$7,500
Natural Resources Field Equipment	
UAS Drone	$276
Spotting or Fiberoptic Scope	$170
Pettersson Bat Ultrasound Detector/Recording Equipment	$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	$113
GPS (Sub-meter Accuracy)	$67
Infrared Sensor Digital Camera or Computer Field Equipment	$57
Scent Station	$23
Laser Rangefinder/Altitude	$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	$9
Mammal Trap, Large/Small	$1.55/$0.55
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	$621
Boat (20 ft. Boston Whaler or Similar)	$345
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	$62
Refractometer (Salinity) or Turbidity Meter	$38
Large Block Nets	$114
Minnow Trap	$98
Net, Hand/Large Seine	$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	$57
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	$57/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	$57
Insurance, Hazard and Fees	
Historic Research Fees	$55
L&H Dive Insurance	$57/diver
Level C Health and Safety	$70/person

Effective January 1, 2023

RATES AND COSTS EXHIBT A-2

Client/Address: Purchasing Division
City of Oxnard
300 West Third Street
City of Oxnard, CA 93030

Contract/Proposal Date: October 17, 2023
Engineering Multi-Year Professional Services

Kennedy Jenks

Custom Schedule of Charges

Date: January 1, 2023

PERSONNEL COMPENSATION

Classification	Hourly Rate
CAD-Technician	$140
Senior CAD-Technician	$155
CAD-Designer	$170
Senior CAD-Designer	$185
Construction Inspector	$195
Senior Construction Inspector	$205
Construction Manager	$225
Senior Construction Manager	$245
Engineer-Scientist-Specialist 1	$150
Engineer-Scientist-Specialist 2	$180
Engineer-Scientist-Specialist 3	$200
Engineer-Scientist-Specialist 4	$220
Engineer-Scientist-Specialist 5	$240
Engineer-Scientist-Specialist 6	$260
Engineer-Scientist-Specialist 7	$285
Engineer-Scientist-Specialist 8	$305
Engineer-Scientist-Specialist 9	$320
Project Assistant	$140
Administrative Assistant	$120
Aide	$95

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
b. Consultants, soils engineers, surveyors, contractors, materials testing, specialty inspection firms and other outside services.
c. Rented vehicles, local public transportation and taxis, travel, accommodations and subsistence.
d. Project specific telecommunications and delivery charges.
e. Special fees, insurance, permits, and licenses applicable to the work.
f. Outside computer processing, computation, and proprietary programs purchased for the work.

Nominal field labor multiplier which covers overhead and profit is 2.8.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for Construction Inspectors and non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective March 1, 2023 through June 30, 2024. After June 30, 2024, rates will be adjusted annually based on mutually agreed upon increases between the City and Kennedy/Jenks Consultants.

HOPKINS
GROUNDWATER
CONSULTANTS

Project Fee Schedule

Labor Category

Expert Witness	$ 560
Principal Professional	$ 280
Associate Professional	$ 225
Senior Professional	$ 205
Project Professional	$ 185
Staff Professional	$ 155
Technician	$ 135
(Prevailing Wage Projects Requiring Technician Labor 1.5 times normal rate)	
Draftsman/Illustrator	$ 120
Word Processor	$ 105

Other Expenses

Travel Expenses	Cost plus 15 percent
Reproduction Expenses	Cost plus 15 percent
Outside services and materials	Cost plus 15 percent
Vehicle Mileage	IRS Rate

Equipment Rental

	Daily Rate	Weekly Rate	Monthly Rate
MiniTROLL (data logger < 100 FT)	$100	$310	$ 925
HERMIT 3000 (data logger)	$125	$400	$1,200
Pressure Transducer (< 400 FT)	$ 65	$190	$ 575
Pressure Transducer (< 1,000 FT)	$ 95	$300	$ 900
Water Level Sounder or nitrogen tank	$ 40	$140	$ 420
Stream Flow Meter	$ 40	$140	$ 420
Grundfos RediFLo 2 Sample Pump	$150	$450	$1,350
Trash Pump (3-inch dia. discharge)	$ 65	$260	$ 780
HyDAC/Hanna (Ec, pH, temp. meter)	$ 45	$140	$ 420
Horiba U-10 Water Quality Probe	$ 75	$260	$ 780
YSI 556MPS Water Quality Probe	$ 65	$220	$ 660
Rossum Sand Tester	$ 30	$ 75	$ 225
Mud Parameter Test Kit	$ 35	$140	$ 420
Drilling Fluid/Mud Press	$ 45	$180	$ 540
MFI/SDI Test Kit	$ 25	$ 75	$ 225
Truck Rental (3/4 ton)	$100	$600	$2,400
Field Computer	$ 50	------	--------
Digital Camera	$ 15	------	--------
GA-52Cx Magnetometer	$ 50	$140	--------
Field Handheld GPS Unit	$ 25	------	--------
Water Quality Bailer (2")	$ 45	------	--------
Tedlar Gas Sample Bags	$ 40	------	--------
Nitrate or Chloride Field Test Kits	$ 40	------	--------
Electric Generator (220/110 W) (8 hr/day)	$ 85	$200	$ 600
Electric Power Inverter (8 hr/day)	$ 25	$ 75	$ 180
Downhole Video Camera (hand operated)	$400	------	--------

JANUARY 2021

2021 KEH GROUP, INC. SCHEDULE OF CHARGES

Classification / Billing Title	Hourly Billing Rates
Principal	$198.00

Direct Expenses

Reimbursement for direct expenses, incurred in connection with the work, will be at cost plus ten percent.

Reimbursement for employee-owned vehicles used in connection with the work will be at the rate per mile equal to the Privately Owned Vehicle (POV) Mileage Reimbursement Rate as established by the United States General Services Administration for the dates the POV is in use.

RATE SCHEDULE

RATES AND COSTS EXHIBIT

Rincon Consultants, Inc.

Rate Sheets

Rincon Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II (*Jennifer Haddow*)	$270
Director II	$270
Principal I (*Christopher Julian*)	$250
Director I (*Kiernan Brtalik*)	$250
Senior Supervisor II (*Derek Lerma, Julie Doane-Allmon, Scott English*)	$228
Supervisor I (*Matthew Dunn*)	$215
Senior Professional II (*Aubrey Mescher, Eric Schaad, Jennifer DiCenzo, Jerry Hittleman, Lexi Journey, Robin Murray, Steve Howard*)	$195
Senior Professional I (*Jaime McClain*)	$179
Professional IV (*Annaliese Miller*)	$164
Professional III	$152
Professional II	$135
Professional I (*Amanda Antonelli*)	$120
Associate III	$108
Associate II	$98
Associate I	$90
Project Assistant	$85
Senior GIS Specialist	$155
GIS/CADD Specialist II	$135
GIS/CADD Specialist I	$120
Technical Editor	$120
Production Specialist	$98
Clerical	$85

*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.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	$0.20 (single-sided) & $0.40 (double-sided)
Photocopies – Color	$1.50 (single-sided) & $3.00 (double-sided)
Photocopies – 11 x 17	$0.50 (B&W) & $3.30 (color)
Oversized Maps	$8.00/square foot
Digital Production	$15/disc and $20/flash drive
Light-Duty and Passenger Vehicles*	$85/day
4WD and Off-Road Vehicles*	$135/day

* $0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 4% annual escalation.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Rincon Consultants, Inc.

Equipment	Day Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	$144
Four Gas Monitor	$124
Flame Ionization Detector	$100
Photo Ionization Detector	$75
Hand Auger Sampler	$57
Water Level Indicator, DC Purge Pump	$41
Natural Resources Field Equipment	
UAS Drone	$250
Spotting or Fiberoptic Scope	$155
Pettersson Bat Ultrasound Detector/Recording Equipment	$155
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	$103
GPS (Sub-meter Accuracy)	$60
Infrared Sensor Digital Camera or Computer Field Equipment	$52
Scent Station	$21
Laser Rangefinder/Altitude	$10
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	$8
Mammal Trap, Large/Small	$1.50/$0.50
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	$565
Boat (20 ft. Boston Whaler or Similar)	$310
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	$155
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	$57
Refractometer (Salinity) or Turbidity Meter	$35
Large Block Nets	$103
Minnow Trap	$88
Net, Hand/Large Seine	$10/$50
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	$100
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	$130
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	$155
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	$52
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	$50/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	$50
Insurance, Hazard and Safety Fees	
L&H Dive Insurance	$50/diver
Level C Health and Safety	$60/person

FCG Environmental

Environmental Consulting Services
Asbestos · Mold · Lead · Property Assessment

PROFESSIONAL FEE SCHEDULE - 2021

Professional Services	Rate
Principal Consultant / President	$ 120/hr
Senior Professional / Certified Asbestos Consultant	$ 100/hr
Staff Professional / Hygienist / CSST	$ 90/hr
Field Technician / Project Monitor	$ 85/hr
Clerical / Drafting / Word Processing	$ 45/hr
Legal and Forensic Testimony	$ 300/hr

Includes expert witness testimony (depositions, mediations, arbitrations or court appearances).

Laboratory Analytical Fees

Microbial(Mold/Fungi)	*Standard Turnaround*	*Rush (24 hr)*
Non-Viable Air *(direct exam)*	$ 85 ea. *(2-3 days)*	$ 125 ea.
Non-Viable Surface *(tape or bulk)*	$ 85 ea. *(2-3 days)*	$ 125 ea.
Viable Air or Swab *(Aspergillus/Stachybotrys ID)*	$ 120 ea. *(7-10 days)*	NA
Viable Bulk/Dust *(Aspergillus/Stachybotrys ID)*	$ 120 ea. *(7-10 days)*	NA
Bacteria		
E. coli/Total Coliform *(Sewage Screen)*	$ 60 ea. *(3-5 days)*	NA
Bacterial culture (total plate count)	$ 100 ea. *(3-5 days)*	NA
Viable Air *(Total Bacteria)*	$ 100 ea. *(3-5 days)*	NA
Asbestos, Lead & Other Contaminants		
Asbestos bulk *(Polarized Light Microscopy)*	$ 20 ea. *(2-3 days)*	$ 40 ea.
Asbestos air *(Phase Contrast Microscopy)*	$ 20 ea. *(2-3 days)*	$ 40 ea.
Asbestos air by TEM Analysis	$ 150 ea. *(3-5 days)*	$ 200 ea.
Asbestos bulk by Point Count or TEM	$ 120 ea. (3-5 days)	NA
Lead-in air or bulk *(paint chips, dust wipes, soil, etc.)*	$ 30 ea. *(3-5 days)*	$ 50 ea.
Radon (short-term canister, 48-96 hr.)	$ 50 ea. (3-5 days)	NA
Formaldehyde, Allergens, Indoor air pollutants		Bid upon request
Soil & Groundwater Sampling		Bid upon request

Field Equipment, Supplies, Travel, etc.

XRF Analyzer for Lead-Based Paint	$ 250/day, $125/half-day or $50/hr
Thermal Imaging (infrared) Camera	$ 50/day
Soil Sampling Equipment (Hand Auger/Soil Punch)	$ 50/day
Mileage Reimbursement (roundtrip, for projects >50 miles from FCG offices)	$ 0.56/mile
Per Diem (lodging & meals, if overnight stay is required due to distance from office)	TBD
Outside services, miscellaneous equipment & field supplies not listed	Actual Cost + 15%

1009 Mercer Ave.
Ojai, CA 93023

Tel: 805.646.1995 | Fax: 805.669.3538
Info@fcgenviro.com | www.fcgenviro.com

RATES AND COSTS EXHIBIT

CAROLLO ENGINEERS, INC.
Rate Schedule

	Hourly Rate
Engineers/Scientists	
Staff Engineer	$172.00
Assistant Professional	201.00
Senior Staff Engineer	215.00
Professional	243.00
Supervising Project Engineer	269.00
Project Professional	286.00
Lead Project Professional	306.00
Senior Technical Advisor/VP	328.00
Technicians	
Technicians	155.00
Project Technicians	194.00
Senior Technicians	211.00
Support Staff	
Document Processing / Clerical	138.00
Office Aid	109.00
Other Direct Expenses	
Travel and Subsistence	Included in overhead, not billed separately
Mileage at IRS Reimbursement Rate Effective January 1, 2021	$.56 per mile Included in overhead, not billed separately
Subconsultant	cost + 5%
Other Direct Cost	cost + 5%
Expert Witness	Rate x 2.0

Rates are effective through February 28, 2023. Rates will be adjusted annually based on mutually agreed upon increases between the City and Carollo.

RATES AND COSTS EXHIBIT

ESA Rates

Description	Billing Rate
Senior Director III	$240.00
Senior Director II	$235.00
Senior Director I	$230.00
Director III	$225.00
Director II	$210.00
Director I	$200.00
Managing Associate III	$180.00
Managing Associate II	$175.00
Managing Associate I	$165.00
Senior Associate III	$160.00
Senior Associate II	$150.00
Senior Associate I	$140.00
Associate III	$130.00
Associate II	$125.00
Project Technician III	$125.00
Associate I	$105.00
Project Technician II	$100.00
Project Technician I	$85.00

Ninyo & Moore Rates

Professional Staff	
Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$188
Senior Engineer/Geologist/Environmental Scientist	$178
Senior Project Engineer/Geologist/Environmental Scientist	$173
Project Engineer/Geologist/Environmental Scientist	$165
Senior Staff Engineer/Geologist/Environmental Scientist	$150
Staff Engineer/Geologist/Environmental Scientist	$134
GIS Analyst	$123
Technical Illustrator/CAD Operator	$98
Field Staff	
Certified Asbestos/Lead Technician	$173
Field Operations Manager	$119
Nondestructive Examination Technician (UT, MT, LP)	$114
Supervisory Technician	$104
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$104
Senior Technician	$103
Technician	$98
Administrative Staff	
Information Specialist	$83
Geotechnical/Environmental/Laboratory Assistant	$81
Data Processor	$71

RATES AND COSTS EXHIBT

Leighton 60th Anniversary

PROFESSIONAL FEE SCHEDULE

LABOR RATES

CLASSIFICATION	$/HR
Technician I	81
Technician II / Special Inspector	90
Senior Technician / Senior Special Inspector	106
Prevailing Wage (field soils / materials tester) *	138
Prevailing Wage (Special Inspector) *	142
Prevailing Wage (Source Inspector, NDT and soil remediation O&M)*	145
System Operation & Maintenance (O&M) Specialist	135
Non Destructive Testing (NDT)	142
Deputy Inspector	106
Field / Laboratory Supervisor	135
Source Inspector	122
City of Los Angeles Deputy Building (including Grading) Inspector	144

* See Prevailing Wages in Terms and Conditions

CLASSIFICATION	$/HR
Project Administrator/Word Processor/Dispatcher	74
Information Specialist	99
CAD Operator	117
GIS Specialist	126
GIS Analyst	149
Staff Engineer / Geologist / Scientist	138
Senior Staff Engineer / Geologist / Scientist / ASMR	152
Operations / Laboratory Manager	167
Project Engineer / Geologist / Scientist	175
Senior Project Engineer / Geologist / Scientist / SMR	193
Associate	212
Principal	230
Senior Principal	266

GEOTECHNICAL LABORATORY TESTING

METHOD	$/TEST
CLASSIFICATION & INDEX PROPERTIES	
Photograph of sample	10
Moisture content (ASTM D2216)	20
Moisture & density (ASTM D2937) ring samples	30
Moisture & density (ASTM D2937) Shelby tube or cutting	40
Atterberg limits 3 points (ASTM D4318):	150
- Single point, non-plastic	85
- Atterberg limits (organic ASTM D2487 / D4318)	180
- Visual classification as non-plastic (ASTM D2488)	10
Particle size:	
- Sieve only 1½ inch to #200 (AASHTO T27/ASTM C136/ASTM D5913/CTM 202)	135
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	175
- Hydrometer only (ASTM D7928)	110
- Sieve + hydrometer ≤3 inch sieve, (ASTM 7928)	185
- Percent passing #200 sieve, wash only (ASTM D1140)	70
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207)	130
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206)	100
- Total porosity - on Shelby tube sample (calculated)	165
- Total porosity - on other sample (calculated)	155
Shrinkage limits wax method (ASTM D4943)	126
Pinhole dispersion (ASTM D4647)	210
Dispersive characteristics (double hydrometer ASTM D4221)	90
As-received moisture & density (chunk/carved samples)	60
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217)	105
SHEAR STRENGTH	
Pocket penetrometer	15
Direct shear (ASTM D3080, mod., 3 points):	
Consolidated undrained - 0.05 inch/min (CU)	285
Consolidated drained - <0.05 inch/min (CD)	345
Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear)	50
Remolding or hand trimming of specimens (3 points)	90
Oriented or block hand trimming (per hour)	65
Single point shear	105
Torsional shear (ASTM D6467 / ASTM D7608)	820

METHOD	$/TEST
COMPACTION & PAVEMENT SUBGRADE TESTS	
Standard Proctor compaction, 4 points (ASTM D698)	
- 4 inch diameter mold (Methods A & B)	160
- 6 inch diameter mold (Method C)	215
Modified Proctor compaction 4 points (ASTM D1557):	
- 4 inch diameter mold Methods A & B	220
- 6 inch diameter mold Method C	245
Check point (per point)	65
Relative compaction of untreated/treated soils/aggregates (CTM 216)	250
Relative density 0.1 ft mold (ASTM D4253, D4254)	235
California Bearing Ratio (ASTM D1883)	
- 3 point	500
- 1 point	185
R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	310
R-Value lime or cement treated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	340
SOIL CHEMISTRY & CORROSIVITY	
pH Method A (ASTM D4972 or CTM 643)	45
Electrical resistivity – single point – as received moisture	45
Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	90
pH + minimum resistivity (CTM 643)	130
Sulfate content - gravimetric (CTM 417 B Part 2)	70
Sulfate content - by ion chromatograph (CTM 417 Part 2)	80
Sulfate screen (Hach®)	30
Chloride content (AASHTO T291/CTM 422)	70
Chloride content – by ion chromatograph (AASHTO T291/CTM 422)	80
Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	265
Organic matter content (ASTM D2974)	65
CONSOLIDATION & EXPANSION/SWELL TESTS	
Consolidation (ASTM D2435):	195
Each additional time curve	45
Each additional load/unload w/o time reading	40
Expansion Index (ASTM D4829)	130
Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only)	105
Swell collapse Method A up to 10 load/unloads w/o time curves (ASTM D4546-A)	290

Leighton 60 Anniversary

FEE SCHEDULE

METHOD	$/TEST
TRIAXIAL TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166)	135
Unconsolidated undrained triaxial compression test on cohesive soils (UU, ASTM D2850, USACE Q test, per confining stress)	170
Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	375
Consolidated drained triaxial compression test (CD, USACE S), with volume change measurement. Price per soil type below EM 1110-2-1906(X):	
Sand or silty sand soils (per confining stress)	375
Silt or clayey sand soils (per confining stress)	500
Clay soils (per confining stress)	705
Three-stage triaxial (sand or silty sand soils)	655
Three-stage triaxial (silt or clayey sand soils)	875
Three-stage triaxial (clay soils)	1,235
Remolding of test specimens	65

METHOD	$/TEST
HYDRAULIC CONDUCTIVITY TESTS	
Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):	310
Each additional effective stress	120
Hand trimming of soil samples for horizontal K	60
Remolding of test specimens	65
Permeability of granular soils (ASTM D2434)	135
Soil suction (filter paper method, ASTM D5298)	400
SOIL-CEMENT	
Moisture-density curve for soil-cement mixtures (ASTM D558)	240
Wet-dry durability of soil-cement mixtures (ASTM D559) [1]	1,205
Compressive strength of molded soil-cement cylinder (ASTM D1633) [1]	60
Soil-cement remolded specimen (for shear strength, consolidation, etc.) [1]	235

[1] Compaction (ASTM D558 maximum density) should also be performed – not included in above price

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	$/TEST
CONCRETE STRENGTH CHARACTERISTICS	
Concrete cylinders compression (ASTM C39) (6" x 12" and 4" x 8")	35
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42)	40
Trimming concrete cores (per core)	20
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523)	85
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523)	85
Non shrink grout cubes (2 inch, ASTM C109/C1107)	25
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157)	400
Length of concrete cores (CTM 531)	40
HOT MIX ASPHALT (HMA)	
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371)	2,100
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)	900
Superpave gyratory compaction (AASHTO T312/ASTM D6925)	350
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382)	150
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382)	1,350
Extraction by centrifuge, percent asphalt (ASTM D2172)	150
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202)	135
Stabilometer, S-Value (ASTM D1560/CTM 366)	265
Bituminous mixture preparation (AASHTO R30/CTM 304)	80
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370)	60
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308)	50
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308)	55
Maximum density - Hveem (CTM 308)	200
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ ASTM D2041/CTM 309)	130
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549)	40
Wet track abrasion of slurry seal (ASTM D3910)	150
Rubberized asphalt (add to above rates)	+25%
BRICK	
Compression - cost for each, 5 required (ASTM C67)	50
Absorption - cost for each, 5 required (ASTM C67)	50

METHOD	$/TEST
AGGREGATE PROPERTIES	
Bulk density and voids in aggregates (AASHTO T19/ASTM C29/ CTM 212)	50
Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213)	60
LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/ CTM 211)	200
LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211)	250
Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/ CTM 208)	130
Specific gravity and absorption of coarse aggregate (ASTM C127/CTM 206) >#4 retained	100
Clay lumps, friable particles (AASHTO T112/ASTM C142)	175
Durability Index (AASHTO T210/ASTM D3744/CTM 229)	200
Moisture content of aggregates by oven drying (AASHTO T255/ASTM C566/CTM 226)	40
Uncompacted void content of fine aggregate (AASHTO T304/ ASTM C1252/ CTM 234)	130
Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205)	135
Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235)	215
Cleanness value of coarse aggregate (CTM 227)	210
Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214)	225
Soundness, sodium (AASHTO T104/ASTM C88/CTM 214)	650
MASONRY	
Mortar cylinders 2" x 4" (ASTM C780)	30
Grout prisms 3" x 6" (ASTM C1019)	30
Masonry cores compression, ≤6" diameter - testing only (ASTM C42)	40
Masonry core-shear, Title 24 - test only	80
Veneer bond strength, cost for each - 5 required (ASTM C482)	55
CMU compression to size 8" x 8" x 16" - 3 required (ASTM C140)	55
CMU moisture content, absorption & unit weight - 6 required (ASTM C140)	50
CMU linear drying shrinkage (ASTM C426)	175
CMU grouted prisms compression test ≤8" x 8" x 16" (ASTM C1314)	200
CMU grouted prisms compression test > 8" x 8" x 16" (ASTM C1314)	250
BEARING PADS/PLATES AND JOINT SEAL	
Elastomeric bearing pads (Caltrans SS 51-3)	990
Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3)	1,230
Type A Joint Seals (Caltrans SS 51-2)	1,620
Type B Joint Seals (Caltrans SS 51-2)	1,530
Bearing plates (A536)	720

Leighton 60th Anniversary

FEE SCHEDULE

METHOD	$/TEST
STREET LIGHTS/SIGNALS	
LED Luminaires / Signal Modules / Countdown Pedestrian Signal Face Modules (Caltrans RSS 86)	1,300
SPRAY APPLIED FIREPROOFING	
Unit weight (density, ASTM E605)	60
REINFORCING STEEL AND PRESTRESSING STRANDS	
Rebar tensile test, ≤ up to No. 11 (ASTM A370)	65
Rebar tensile test, ≥ No. 14 & over (ASTM A370)	200
Rebar bend test, up to No. 11 (ASTM A370)	65
Rebar bend test, ≥ No. 14 & over (ASTM A370)	200
Resistance butt-welded hoops/bars, tensile test, ≤ up to No. 10 (CTM 670)	65
Resistance butt-welded hoops/bars, tensile test, ≥ No. 11 & over (CTM 670)	85
Mechanical rebar splice, tensile test, ≤ up to No. 11 (CTM 670)	65
Mechanical rebar splice, slip test, ≤ up to No. 11 (CTM 670)	40
Mechanical rebar splice, tensile test, ≥ No. 14 & over (CTM 670)	200
Mechanical rebar splice, slip test, ≥ No. 14 & over (CTM 670)	200
Headed rebar splice, tensile test, ≤ up to No. 11 (CTM 670)	65
Headed rebar splice, tensile test, ≥ No. 14 & over (CTM 670)	200

METHOD	$/TEST
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775/A934)	45
Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775/A934)	65
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775/A934)	45
Prestressing wire, tension (ASTM A416)	175
Sample preparation (cutting)	50
FASTENERS / BOLTS / RODS	
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	65
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	75
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	65
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	75
A593 Bolts, tensile test, ≤ up to 1-1/4" diameter, stainless steel (ASTM A370)	65
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	100
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	120
SAMPLE TRANSPORT	
Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office)	90

EQUIPMENT LIST

ITEM	$UNIT	
1/4 inch Grab plates	5	each
1/4 inch Tubing (bonded)	0.55	foot
1/4 inch Tubing (single)	0.35	foot
3/8 inch Tubing, clear vinyl	0.55	foot
4-Gas meter (RKI Eagle or similar)/GEM 2000	130	day
Air flow meter and purge pump (200 cc/min)	50	day
Box of 24 soil drive-sample rings	120	box
Brass sample tubes	10	each
Caution tape (1000-foot roll)	20	each
Combination lock or padlock	11	each
Compressed air tank and regulator	50	day
Concrete coring machine (≤6-inch-dia)	150	day
Consumables (gloves, rope, soap, tape, etc.)	35	day
Core sample boxes	11	each
Crack monitor	25	each
Cutoff saws, reciprocating, electric (Sawzall®)	75	day
D-Meter Walking Floor Profiler	100	day
Disposable bailers	12	each
Disposable bladders	10	each
Dissolved oxygen meter	45	day
DOT 55-gallon containment drum with lid	65	drum
Double-ring infiltrometer	125	day
Dual-stage interface probe	80	day
Dynamic Cone Penetrometer	400	day
Generator, portable gasoline fueled, 3,500 watts	90	day
Global Positioning System/Laser Range Finder	80	day
Hand auger set	90	day
HDPE safety fence (≤100 feet)	40	roll
Horiba U-51 water quality meter	135	day
Light tower (towable vertical mast)	150	day
Magnehelic gauge	15	day
Manometer	25	day
Mileage (IRS Allowable)	0.56	mile

ITEM	$ UNIT	
Moisture test kit (excludes labor to perform test, ASTM E1907)	60	test
Nuclear moisture and density gauge	88	day
Pachometer	25	day
Particulate Monitor	125	day
pH/Conductivity/Temperature meter	55	day
Photo-Ionization Detector (PID)	120	day
Pump, Typhoon 2 or 4 stage	50	day
QED bladder pump w/QED control box	160	day
Quire fee – Phase I only	200	each
Resistivity field meter & pins	50	day
Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40	15	each
Slope inclinometer	200	day
Soil sampling T-handle (Encore)	10	day
Soil sampling tripod	35	day
Stainless steel bailer	40	day
Submersible pump, 10 gpm, high powered Grundfos 2-inch with controller	160	day
Submersible pump/transfer pump, 10-25 gpm	50	day
Support service truck usage (well installation, etc.)	200	day
Survey/fence stakes	8	each
Tedlar® bags	18	each
Traffic cones (≤25)/barricades (single lane)	50	day
Turbidity meter	70	day
Tyvek® suit (each)	18	each
Vapor sampling box	55	day
Vehicle usage (carrying equipment)	20	hour
VelociCalc	35	day
Visqueen (20 x 100 feet)	100	roll
Water level indicator (electronic well sounder) <300 feet deep well	60	day
ZIPLEVEL®	15	day

Other specialized geotechnical and environmental testing & monitoring equipment are available. and priced per site

TERMS AND CONDITIONS

- **Escalation of Rates:** Labor rates will increase by 4% annually, starting on January 1, 2023.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in an attached proposal.
- **Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, additional fees will be charged.
- **Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Leighton observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate for overtime and double-time, respectively.
- **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or any on-site (field) materials testing services:

  4 hours: 4-hour minimum charge up to the first four hours of work

  8 hours: 8-hour minimum charge for over four hours of work, up to eight hours.

  Project time accrued includes portal to portal travel time.

- **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to and paid by client.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of $10 per bag and $5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given sample set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting.

Advisian
Worley Group

Advisian Americas Technical Consulting USA

Advisian Technical Consulting All-Inclusive Standard Rates

Classification	Hourly Rate (USD)
Engineer/Scientist - L1	$248
Engineer/Scientist - L2	$232
Engineer/Scientist - L3	$216
Engineer/Scientist - L4	$200
Engineer/Scientist - L5	$184
Engineer/Scientist - L6	$167
Engineer/Scientist - L7	$151
Engineer/Scientist - L8	$140
Engineer/Scientist - L9	$124
Engineer/Scientist - L10	$108
Designer/Technician - D1	$221
Designer/Technician - D2	$205
Designer/Technician - D3	$194
Designer/Technician - D4	$178
Designer/Technician - D5	$162
Designer/Technician - D6	$146
Designer/Technician - D7	$130
Designer/Technician - D8	$113
Designer/Technician - D9	$97
Sr. Project Manager/Specialist - S1*	------
Sr. Project Manager/Specialist - S2	$324
Sr. Project Manager/Specialist - S3	$292
Sr. Project Manager/Specialist - S4	$270
Project Manager/Specialist - S5	$243
Project Manager/Specialist - S6	$216
Project Services - P1	$173
Project Services - P2	$146
Project Services - P3	$119
Project Services - P4	$92
Project Services - P5	$65
Other Direct Costs**	INCLUDED

Notes:

The above rates apply to Advisian Technical Consulting services only, and are not applicable to management consulting or advisory services.

* Selected S1 rates will be determined on a project by project basis.

** Other Direct Costs including couriers, photocopies, faxes, long distance telephone, computer hardware, computer software excluding speciality programs, colour copies, and plots are included in the rates above. Out of office travel disbursements (including airfare, meals, accommodations and reasonable expenses), third party subconsultants, testing agency costs and any other non-labor costs are charged at cost plus a 10% Handling Fee.

Updated 07/01/2020

FEE SCHEDULE
City of Oxnard
October 2021-2024

spectrum geophysics
REVEALING THE SUBSURFACE
SBE/VSBE/LBE

In 1985 Spectrum Geophysics integrated utility locating technology with geophysical methods to provide cost-effective solutions for environmental and engineering problems. Spectrum Geophysics continues to set the standard for utility locating and subsurface investigations for private and public projects throughout the United States.

Personnel Hourly	Rate*
Project Manager (Vehicle & Standard Equipment)	$200
Field Technician	$90
Professional Geophysicist – Field Work (minimum 4 hours)	$225
Administrative	$65
Per Diem	Per GSA Rate

Mobilization/ Demobilization	Rate	Per Mile
Mob/Demob < 100 miles to site	$300	n/a

Service	Rate*
Daily Minimum**	$800
USA Markouts— Portal to Portal	$95
Reporting	$90
AutoCAD	$90
Geophysical Data Post Processing	$90

*Rates will increase at 2.5%/year

**Crew of 1 : Excludes costs for requested administrative paperwork related to prevailing wages at a rate of $65 per hour.

Additional Fees

- There are no additional equipment charges for the Geonics EM-61, Cesium Vapor Magnetometer, and Ground Penetrating Radar (GPR) Units.
- Rented instruments are charged at cost plus 15%. These instruments are not typical of those associated with utility investigations and would only be employed for specific subsurface site characterizations.
- Additional costs apply for mobilization and equipment for classic geophysical applications such as resistivity and seismic surveys.
- Night, holiday and weekend rates are project specific.

Registrations

DIR: 1000018546
CGE: 0GFL5
DUNS: 184755122

Call for a Quote (818) 886-4500
rfp@spectrum-geophysics.com
20434 Corisco Street, Chatsworth, CA 91311
www.spectrum-geophysics.com

Rates and Cost Exhibit A-1

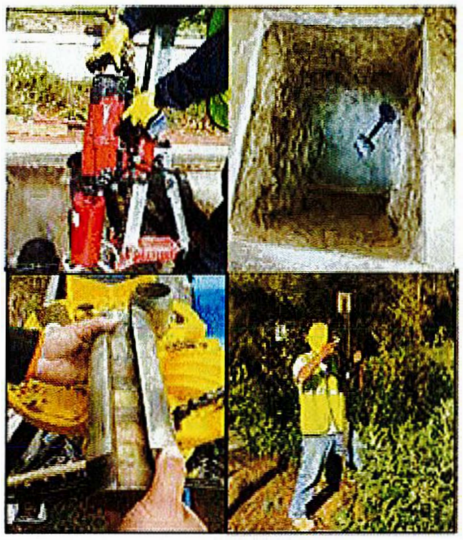
CONSTRUCTION SERVICES, LLC
11557 Poema Place #102 · Chatsworth, CA 91311
(818) 960-4007
Email: gldconserv@gmail.com
Website: http://goldconstructionservicesca.com/

Woman Business Entity (WBE #12769)
Disadvantage Business Entity (DBE #44677)

SBE Certification No. 2009382
DIR Registration No. 1000050149

Gold Construction Services provides:

- Construction Management
- Subcontracting Services
- Construction Coordination
- Soil Sampling Services



Excavation and Soil Sampling Services for Geological and Geotechnical Studies

- Hand auger borings (to the depths of 20 feet) for soil sampling and percolation testing.
- Standard Cal-Mod ring samples and Bulk Sampling
- Custom test pit excavations for geological studies and geotechnical investigations:
  - Foundation verification (depth & dimensions)
  - Test Pit Excavations for soils exposure and bedrock mapping
  - Bulk & Cal-mod ring samples

Certified Payroll is provided upon request.

Fee Schedule	
Includes up to 50 Miles of Travel and Equipment Includes: Shovels, Augers (3", 4" and 6"), Soil Jackhammers, Cal-Mod Sampler	
Laborer per hour: $50	
Laborer Half-day **(non-Prevailing wage)** Rates up to 4 hours (Minimum)	$200
Laborer Full-day **(non-Prevailing wage)** Rates (between 4 & 8 hours)	$400
Laborer Overtime **(non-Prevailing wage)** Rate (exceeding 8 hours)	$75/hour
Additional Personnel	$50/hour Per Person Over 8 hours or Saturday – rate x 1.5 Over 12 hours, Sunday or Holidays – rate x2.0
Laborer [PW Rates]	$100/hour
Laborer Overtime [PW Rates]	$130/hour
Concrete Coring Machine (per day)	$150
Concrete Saw (per day)	$100
Generator (per day)	$75
Concrete (per bag)	$15
Asphalt Patch (per bag)	$20
Percolation Piping	$5 per foot
Additional Travel (after initial 50 miles)	$60

RATES AND COSTS EXHIBIT A-2

Martini Drilling Corp.
12141 Mariners Way Garden Grove CA 92843
Cell (714) 715-2715 Fax (714)373-6322

Leighton Consulting
56 East Main Street Suite 207
Ventura CA 93001

JOB LOCATION:
E 5th Street Area
Oxnard Ca

ATTENTION: Geoffrey Faneros
805-654-9257

QUOTATION 15-Aug-22

Revised

Cell 805-907-2242

FAX No.

	Unit	Description or Item	Unit Price	TOTAL
		PW Rate		
2	Day	Travel, Drill & Sample (1) 50ft & (7) 20ft Borings Sample Every 5ft	$4,020.00	$8,040.00
?	Hour	Overtime Over 8hr Work Onsite	$607.50	?
1	Each	Mob-Demob Per Diem	$1,678.00	$1,678.00
2	Each	Fuel Sur Charge Per Vehicle	$300.00	$600.00
0	Each	Service Truck Decon	$480.00	$0.00
0	Each	Grout Well Portland Mix	$11 00	$0.00
3	Each	Rapid Set Concrete Patch	$40.00	$120.00
?	Each	Bulldog Bit	$125.00	?
0	Each	Dot Drums	$110.00	$0.00
1	Each	Asphalt Patch	$25.00	$125.00
1	Each	Certify Payroll	$224.00	$224 00
?	Hour	Standby Time	$405.00	?

Est Total $10,787.00
Estimated total time required to complete this project: 2 Days

Please note that prices reflect the footage quoted above. If for any reason the actual total footage drilled is less than the quantity originally quoted, then prices may change to reflect the decreased footage. If you have any questions concerning this quotation, please feel free to call.
Sincerely,

Darin Martini

Assumptions

1) Client is responsible for clearing utilities and site access.
2) Water is available on site.
3) There are no work hour restrictions.
4) Only 8 hours will be spent on site.
5) Prices are good for drilling on weekdays. Weekend drilling is an additional charge.
6) This is a prevailing wage job.
7) Client is responsible for disposing of all soil cuttings, and water.
8) Client will provide health and safety plan.
9) Client will communicate all change orders and scheduling with Darin Martini.
10) Client will communicate all environmental concerns and levels of contamination prior to commencing drilling every day.
11) Client is responsible for informing field employees of levels of contamination at all times using a OVA or PID.
12) Drilling under level C, B, or A conditions are an additional cost.
13) All drilling locations are at least 20 ft away from above ground utility lines

RATES AND COSTS EXHIBIT A-2

TOTAL BARRICADE SERVICE, INC. PRICELIST EFFECTIVE 2022 THRU 2023

BARRICADE PLAIN	$1.50 ea PER DAY
BARRICADE W/LIGHT	$2.00 ea
BARRICADE W/1 SIGN	$3.50 ea
BARRICADE &LIGHT W/SIGN	$3.00 ea
8' TYPE I BARRICADE	$4.00 ea
28" CONES SLEEVED	$0.75 ea
18" CONES	$0.40 ea
B-LIGHTS	$7.00 ea
BEACONS 12"	$20.00ea
DELINEATORS W/BASE	$0.75ea
DELINEATORS W/DOUBLE BASE	$0.80 ea
PLASTIC CONE SIGNS	$0.60 ea
SOLAR ARROW BOARD TRAILER	$60-DAY $240-WEEK $720-MONTH
SOLAR MESSAGE BOARD TRAILER	$150-DAY $500-WEEK $1200-MONTH
LIGHT TOWER	$90- DAY $360-WEEK $900-MONTH
MINI LIGHT TOWER	$60- DAY $240-WEEK $720-MONTH
MESH SIGNS	$3.50 ea
QUOD STANDS	$3.50 ea
FLAGS	$0.35 ea
VINYL SIGNS (NIGHT TIME USE)	$4.00 ea
STOP/SLOW PADDLES	$3.00 ea
STOP/SLOW PADDLES REFLECTIVE	$4.00 ea
2-WAY RADIOS	$8.00 ea
TYPE III BARRICADE PLAIN	$3.25 ea
TYPE III BARRICADE W/1 SIGN	$4.00 ea
TYPE III BARRICADE W/2 LIGHTS	$4.50 ea
TYPE III BARRICADE W/1 LIGHT	$4.25 ea
TYPE III BARRICADE W/2 SIGNS	$5.00 ea
TYPE III BARRICADE W/2 LIGHTS & 1SIGN	$5.00 ea
TYPE III BARRICADE W/1 LIGHT & 1 SIGN	$5.00 ea
TYPE III BARRICADE W/2 LIGHTS & 2 SIGNS	$5.50 ea
TYPE III BARRICADE W/1 LIGHT &2 SIGNS	$5.25 ea
STOP ALUM STENCILS	$40.00 ea
NO PARKING ALUM STENCILS	$40.00 ea
HANDICAP SYMBOL ALUM STENCIL	$40.00ea
6' PLASTIC WATER K-RAIL	$7.50-DAY $30.00-WEEK $90.00-MONTH
PEDESTRIAN STEEL BARRICADES	$2.50-DAY $10.00-WEEK $30.00-MONTH

LABOR:

NON-PREVAILING WAGE

REGULAR HOURS (UP TO 8HRS WEEKDAYS)	$70.00 HR PER MAN
OVERTIME (OVER 8 HRS AND SATURDAYS)	$95.00 HR PER MAN
DOUBLETIME (OVER 12 HRS & SUN, HOLIDAYS)	$120.00 HR PER MAN

PREVAILING WAGE

REGULAR HOURS (UP TO 8HRS WEEKDAYS)	$85.00 HR PERMAN
OVERTIME (OVER 8 HRS AND SATURDAYS)	$110.00 HR PER MAN
DOUBLETIME (OVER 12 HRS & SUN,HOLIDAYS)	$135.00 HR PER MAN

TRAVEL TIME (PORTAL TO PORTAL)	$70.00 HR PER MAN

WEEKLY Rental Rate: 5-day charge for 7-day rental week
MONTHLY Rental Rate: 3 weeks of the weekly rental
These prices are good for all rental equipment EXCEPT for Arrow Boards, Message Boards, & Light Towers
There is a $25.00 minimum rental charge on all rentals.

American Integrated Services, Inc.

2/9/2023 Proposal #4202636

Wallace Sconiers, Jr., PG
Leighton Group
26074 Avenue Hall, Suite 21
Santa Clarita, CA. 91355
Wsconiers@leightongroup.com

Reference: T&D Drums City of Oxnard

Hello Wallace,

American Integrated Services, Inc. (AIS) appreciates the opportunity to provide Leighton Group with a proposal for T&D Drums City of Oxnard . Based on the information provided via email an estimate of costs is provided below.

American Integrated Services, Inc. (AIS) is a full-service, minority owned (MBE) environmental services company specializing in environmental construction and remediation, industrial demolition and abatement, waste management and specialty transportation services, industrial cleaning services and 24/7 emergency response. Founded in 1998, with annual revenues exceeding $130M, AIS is recognized as an industry leader in providing turn-key environmental services, ranking in the top 20 of Engineering News-Record's (ENR) "All Environmental Firms" for three consecutive years.

AIS has six office locations and equipment yards stationed strategically throughout California and has recently added a Gulf Coast location (Houston, TX). AIS employs a staff of over 400 employees including a large field staff consisting of heavy equipment operators and environmental technicians, construction, abatement and demolition specialists, emergency response and confined space trained rescue crews, and hazardous waste certified drivers. Our in-house waste management specialists have extensive experience managing a variety of waste streams including both solid and liquid, non-hazardous, regulated wastes, RCRA hazardous land-banned/incinerator materials and TSCA wastes.

AIS field personnel are trained in accordance with 29 CFR 1910.120. In addition, the majority of our staff are cross trained in areas including confined space, trench/excavation, and asbestos abatement. All certified per OSHA and/or DOSH requirements. Our staff also receives additional specialty training throughout the year.

AIS owns over $35 million dollars in equipment and assets including excavators, loaders, dozers, backhoes, bob cats, shoring hammers and equipment, scissor lifts, gear trucks, multiple supervisor and support vehicles, hazardous certified transportation vehicles (vacuum trucks, hydrovacs, roll-off trucks, bobtails, ten wheelers, drum trucks, flat beds, end dumps) and over 400 hazardous certified and specialized roll-off bins, emergency response trailers and emergency response vehicles.

P.O. Box 92316, Long Beach, CA 90809-2316 • 1502 E. Opp St., Wilmington, CA 90744-3927
Phone: 310.522.1168 • 888.423.6060 • Fax 310-522-0474
www.americanintegrated.com • Contractors License #757133

AIS also carries all required insurance for performing the complex and demanding services associated with the environmental industry. In addition to standard general liability of $20,000,000, AIS also carries auto, workers compensation and contractor's pollution liability insurance.

Our highly trained and experienced staff combined with our extensive list of company owned equipment, make it possible for AIS to provide safe, high quality and cost-effective services without reliance on subcontractors or 3rd party assistance.

Scope of Work:
AIS will pick up (2) decon water pending analytical review and sample (4) soil drums, profile, manifest and transport to Crosby & Overton for disposal.

Pricing:

Drum Pickup	$960.00 X 1= $950.00
Prevailing wage rate	$120.00 X 2= $240.00
Sampling Tech	$305.00 X 1= $305.00
Sludge Drums	$237.50 X 4= $950.00
Liquid Drums	$195.00 X 2= $390.00
Solid Drums	$195.00
Analytical (7-day turn)	$450.00 X 1= $450.00 * Soil/sludge drums
Analytical (3-day turn)	$770.00

Total $ 3,285.00

Assumptions:

- Prevailing wage rates included.
- Actual time and material will be charged.
- Analytical required for profiling (8260 VOC's, TPH Full Range, Cam 17 Metals)
- Disposal rate is based on non-hazardous results.
- Profiling, manifesting, and waste management is included in this bid.
- Non-Hazardous waste pricing is based on profile approval at Crosby & Overton, Inc.
- Pricing is valid until December 31, 2023

Terms and Conditions:
This work will be performed in accordance with American Integrated Services, Inc. Client Service Agreement (attached). Note:

- Should action be brought to collect any sums past due, prevailing party shall be entitled to recover court costs and reasonable attorney's fees.

- Jurisdiction and venue for legal action shall be in the state and county where the work is being performed.

AIS appreciates the opportunity to submit this proposal. For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign below and return a copy to me. Should you have any questions or need additional information, please contact me at (310) 864-2489 or by email at mborrego@americanintegrated.com

Best Regards,
American Integrated Services, Inc.

Melynda Borrego
Vice President – Special Projects

Please sign and date below and return via e-mail to my attention at mborrego@americanintegrated.com.

Upon receipt of authorization to proceed we will schedule this work immediately.

Print Name: _____

Signature: _____ Date: _____

Attachments
AIS Client Service Agreement

CLIENT SERVICES AGREEMENT

This Agreement is made and entered into by and between Leighton Group, ("Client") and American Integrated Services, Inc. and its affiliates, divisions, subsidiaries, agents, successors and assigns, (hereinafter "American Integrated"). These Terms and Conditions govern the work to be performed by American Integrated, as specified in Proposal # 4202636 prepared by American Integrated of which these Terms and Conditions are a part hereof.

RECITALS

WHEREAS, American Integrated is trained, experienced, and competent to perform the services which will be required by this Agreement;

WHEREAS, American Integrated is willing to render the services described herein on the following terms and conditions;

WHEREAS, all services will be conducted in accordance with the proposal and these attached terms and conditions;

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. Initiation of Services: To initiate services, please complete and return the attached "Proposal Acceptance Agreement", form. All parties agree that any services performed by American Integrated prior to the Client executing the attached "Proposal Acceptance Agreement" form are governed by these referenced terms and conditions. No subsequent amendment to this Agreement shall be binding on either American Integrated or Client unless reduced to writing and signed by an authorized representative of American Integrated and Client. Any purchase order, shipping instructions, or sales acknowledgement forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. Scope of Services: American Integrated shall provide its services at the time, place, and in the manner specified on the proposal.

3. Time of Performance: The services of American Integrated are to commence upon execution of this Agreement and shall continue until all authorized work is completed. American Integrated shall use commercially reasonable best efforts in performing services under these Terms and Conditions and the Companion Documents ("Agreement"). Companion Documents shall mean any documents accompanying American Integrated's proposal, including but not limited to the Scope of Work, Fee

Schedules, or any other exhibits specific to the project. American Integrated shall not be responsible for failure to perform its services if: i) there is a failure or delay by Client or its contractors in providing American Integrated with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove American Integrated's work; or iii) if Client causes delays in any way whatsoever. In any of these events, American Integrated's time for completion of its service shall be extended accordingly and additionally, American Integrated shall be compensated for any such delays. American Integrated shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond American Integrated's control. In any of these events, American Integrated's time for completion of its services shall be extended accordingly and American Integrated shall be compensated for these events

4. Safety Responsibilities: If American Integrated provides a safety and health officer at the site where the work is to be done, American Integrated will advise Client regarding deficiencies with respect to specifications and applicable regulations. American Integrated is not responsible for the failure of Client or its agents to follow the recommendations of American Integrated's personnel. Where American Integrated provides a safety and health officer, it shall be authorized to take measures on behalf of Client that, in American Integrated's opinion, will maintain generally accepted health and safety standards for personnel at the site.

5. Site Conditions: American Integrated does not assume the conditions of the work site. Client understands and acknowledges that: i) Client may be requesting American Integrated to undertake services or work for the benefit of Client involving the presence or potential presence of hazardous substances; and ii) American Integrated may be exposed to claims arising out of, or involving actual, alleged, or threatened discharge, disposal or release or escape of hazardous or potentially hazardous pollutants including, but not limited to solid, liquid, gaseous or thermal irritants or contaminants including smoke, water, vapor, soot, fumes, acids, alkalis, chemicals, wastes, and waste materials, and Client understands and agrees that American Integrated shall only be responsible for losses which directly result from American Integrated's gross negligence. Client will grant to, or obtain for, American Integrated unimpeded access to the project site for all equipment and personnel necessary for performance of the Services, and (if requested by American Integrated) necessary for American Integrated's personnel to photograph the project site. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the project site that American Integrated must be allowed free access to the site. While American Integrated agrees to take reasonable precautions to minimize damage to the site, Client understands that in the normal course of performing the Services some damage may occur, and further understands that American Integrated is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. American Integrated will take reasonable precaution to avoid known subterranean, conditions, structures and utilities, and Client waives any claim against American Integrated, and agrees to fully defend, indemnify, and hold American Integrated harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean conditions, structures and utilities not identified or accurately located. In

addition, Client agrees to compensate American Integrated for any time spent or expenses incurred by American Integrated in defense of any such claim with compensation to be based upon American Integrated's prevailing fee schedule and expense reimbursement policy.

6. Compensation: Compensation to be paid to American Integrated shall be in accordance with the Schedule of Fees set forth in the proposal.

7. Method of Payment: American Integrated shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay American Integrated no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to American Integrated for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen percent (18%) per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, American Integrated may, at any time and without waiving any other rights or claims against Client, and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from American Integrated to Client. Notwithstanding any such termination of services, Client shall pay American Integrated for all services rendered by American Integrated up to the date of termination of services plus all interest, termination costs and expenses incurred by American Integrated. Should action be brought to collect any sums past due, with the prevailing party shall be entitled to recover court costs and reasonable attorney's fees.

8. Ownership of Documents: All plans, studies, documents and other writings prepared by American Integrated, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of American Integrated.

9. Use of Data or Services: American Integrated shall not be responsible for any loss, liability, damage, expense or cost arising from any use of American Integrated's analysis, reports, certifications, advice or reliance upon American Integrated's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions or in the Companion Documents. Client understands and agrees that American Integrated's analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without American Integrated's written permission, then Client agrees to defend and indemnify American Integrated from any claims or actions that are brought as a result of such reliance.

10. Independent Contractor: It is understood that American Integrated, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. American Integrated shall obtain no rights to retirement benefits or other benefits which accrue to Client's employees, and American Integrated hereby expressly waives any claim it may have to any such rights.

11. Standard of Care: AMERICAN INTEGRATED REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATINOS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED AND RENDERED IN ACCORANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN AMERICAN INTEGRATED'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS, AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT AMERICAN INTEGRATED HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY AMERICAN INTEGRATED PURSUANT TO THIS AGREEMENT AND THAT THIS AGREEMENT IS A FULLY INTEGRATED DOCUMENT

12. Indemnity. American Integrated shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately arising from American Integrated's grossly negligent performance of services or under this Agreement. Client shall defend, indemnify and hold harmless American Integrated, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by American Integrated for which American Integrated is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

13. Limitation of Liability: To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of American Integrated, its affiliates, employees, officers, directors and agents (collectively referred to in this paragraph as American Integrated) for all claims for negligent professional acts, errors or omissions arising out of this Agreement is limited to $50,000 or the amount of the total fees hereunder, whichever is greater.

14. Insurance: American Integrated, at American Integrated's own cost and expense, shall procure and maintain for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

a. Workers' Compensation Coverage: American Integrated shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.

b. General Liability Coverage: American Integrated shall maintain Commercial General Liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage.

c. Automobile Liability Coverage: American Integrated shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of the American Integrated employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned,

hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

d. Professional Liability Coverage: American Integrated shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from American Integrated's services under this Agreement. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis.

American Integrated shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under American Integrated's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by American Integrated of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

15. Consequential and Punitive Damages: Neither American Integrated nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

16. Cause of Action: If Client makes a claim against American Integrated for any alleged error, omission, or other act arising out of the performance of its services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by American Integrated in defending the claim. Any cause of action brought against American Integrated shall be brought within one (1) year of the work or services performed under this Agreement.

17. Compliance with Laws: American Integrated shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations in effect as of the date services are provided.

18. Resolution of Disputes: All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes"), shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and American Integrated shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and American Integrated within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules

of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any Dispute not resolved through mediation shall be resolved by binding arbitration administered under the Construction Rules of the American Arbitration Association.

Should either party to the Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

19. Governing Law: Jurisdiction and venue for legal action shall be in the state and county of:where the work is being performed. . If Client makes a claim against American Integrated for any alleged error, omission, or other act arising out of the performance of its services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by American Integrated in defending the claim. Any cause of action brought against American Integrated shall be brought within one (1) year of the work or services performed under this Agreement.

20. Releases: All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

21. Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and American Integrated Services. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and American Integrated that any such person or entity, other than Client or American Integrated, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

22. Written Notification: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

23. Confidential Information: Neither part shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: i) known to the public; ii) was known to the receiving party prior to its disclosure; or iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent

reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that American Integrated shall be permitted to use Client's name and logos in American Integrated's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by American Integrated is to be considered confidential and proprietary and shall not be released or disclosed to a third party without American Integrated's consent.

24. Assignment: Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an affiliate of either party if such successor or affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

25. Waiver: No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

26. Amendments: This Agreement may be modified or amended only by a written document executed by both American Integrated and Client.

27. Entire Agreement: This Agreement constitutes the complete and exclusive statement of Agreement between the Client and American Integrated. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

28. Termination: This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, American Integrated shall be entitled to compensation for services performed up to the effective date of termination.

29. Interpretation of Agreement: This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

30. Severability of Agreement: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

CASCADE
DRILLING | TECHNICAL SERVICES

Account Name	Leighton	Bid Date	2/3/2023
Address	26074 Avenue Hall, Suite 21 Santa Clarita, CA 91355	Quote Number	74770
		Quote Revision Date	
		Project Name	Well Purging & Sampling Services
Contact Name	Wallace Sconiers	Project Address	Meta Street & East 5th
Email	wsconiers@leightongroup.com	Project City	Oxnard
Phone	(661) 705-3324 Office (661) 302-3169 Mobile	Project State	CA
Bill To Account Number	2LEICON614	Project Zip	93030

Cascade Rep Contact Information

Prepared By Jeff O'Connor Email jeconnor@cascade-env.com

Scope of Work: (Prevailing Wage Project)

Well Development & Sampling of (1) 2" Diameter SCH. 40 PVC Groundwater Monitoring Well to 50' Bgs.

Description	Quantity	Unit	Sales Price	Subtotal
Well Development Services				
Equipment Mob/Demob (Pulstar Development Rig)	1	Each	$ 850.00	$ 850.00
Well Development Rig, Crew & Support Equipment (est. days - up to 8 hrs. on-site)	1	Day	$ 2,600.00	$ 2,600.00
Drums (est. - purge water containment)	1	Each	$ 95.00	$ 95.00
Sample Tubing	1	Each	$ 100.00	$ 100.00
Optional Items (if required)				
Option: Provide Portable Restroom (if required)		Each	$ 750.00	
Option: Overtime Rate Beyond > 8 Hrs. On-Site (if required)		Hour	$ 400.00	

Pre-Tax Total	$3,645.00
Tax Percentage	
Taxes	
Quote Total	$3,645.00

This quote is based on information provided by you and is valid for 45 days from the bid date. Unless previously agreed, Cascade requires a 2-week notice prior to mobilization. Your firm is responsible for 1) Obtaining any site specific permits, 2) Locating and clearly marking underground installations or utilities, 3) Furnishing dig alert numbers at least three working days prior to scheduled start date and proof of private locating services, 4) Obtaining access to site with no overhead wires within 20' of the holes. Cascade Drilling shall not be responsible for damages to underground improvements not clearly and accurately marked. If bedrock, cobbles, flowing sands or other adverse or unsafe drilling conditions are encountered, drilling may continue on a time and materials basis or be terminated at the discretion of Cascade. Additional costs may apply if scope is significantly changed. Well development by others may void some or all of Cascade warranties of workmanship and materials. Prices assume standard labor rates and no work hour restrictions. Signature of Client/Owner Authorized Representative Cascade will perform the Work as described in this proposal subject to the terms and conditions posted at https://cascade-env.com/resources/others/terms-and-conditions/ unless MSA is already established between Cascade and Client in which case MSA takes precedence over the aforementioned terms and conditions. By signing this proposal, Client agrees that this proposal together with the terms and conditions referenced above constitute a Subcontract. Client acknowledges that Client has received and agrees with all such documents in the form provided by Cascade. Terms and Conditions are posted and accessible at the website location set forth above. Bid Pricing: Client acknowledges that Cascade's bid was based on current and market costs of supplies and materials. Should work on the project not commence within 45 days after [the date of the acceptance of Cascade's bid] as a result of Client failing to schedule the project, an act of God or similar force majeure circumstance, or other reason outside Cascade's control, Cascade reserves the right to increase pricing to reflect increased cost of supplies and materials.

Signature of Client/Owner Authorized Representative	Signature of Authorized Cascade Representative
Name & Title of Authorized Representative and Company	Name & Title of Authorized Cascade Representative
Date	Date

Agreement No. A-8388

RATES AND COSTS EXHIBIT

EXHIBIT A-1 SCHEDULE 1

Bill Rate Ranges

ARCHITECTURE		
Architect	$	140
Assistant Manager of Architecture	$	180
Design Director	$	215
Designer I	$	95
Designer II	$	115
Designer III	$	135
Intern	$	70
Job Captain	$	135
Manager of Architecture	$	230
Principal	$	310
Project Architect	$	170
Project Designer	$	165
Project Manager	$	170
Senior Architect	$	200
Senior Designer	$	190
Senior Project Manager	$	210

ENGINEERING & SURVEYING		
Associate Engineer	$	125
Construction Inspector	$	160
Designer I	$	85
Designer II	$	110
Designer III (Structural)	$	125
Engineer I	$	125
Engineer II	$	150
Land Surveyor	$	150
Manager of Engineering Services	$	260
Manager of Surveying	$	210
Party Chief	$	130
Principal	$	310
Project Engineer	$	170
Project Manager	$	210
Senior Associate Engineer	$	170
Senior Designer	$	170
Senior Land Surveyor	$	180
Senior Party Chief	$	180
Senior Project Engineer	$	170
Supervisor of Surveying	$	190
Survey Technician I	$	85
Survey Technician II	$	105
Survey Technician III	$	140
Surveying Crew Rates		
REGULAR		
One person w/ GPS or Robotic Workstation	$	150
Two person	$	260
Three person	$	350
PREVAILING WAGE		
One person w/ GPS or Robotic Workstation	$	175
Two person	$	310
Three person	$	450

INTERIOR DESIGN		
Designer I	$	80
Designer II	$	105
Interior Designer I	$	115
Interior Designer II	$	135
Intern	$	70
Senior Interior Designer	$	175

LANDSCAPE ARCHITECTURE		
Assistant Designer	$	100
Associate Designer	$	115
Designer	$	125
Intern	$	70
Landscape Architect	$	135
Manager of Landscape Architecture	$	220
Principal	$	310
Principal Landscape Architect	$	180
Senior Designer	$	150
Senior Landscape Architect	$	160

PLANNING		
Assistant Planner	$	110
Associate Planner	$	140
Intern	$	70
Manager of Planning	$	230
Principal	$	310
Principal Planner	$	220
Senior Planner	$	185
Senior Urban Designer	$	185
Urban Designer	$	140

CORPORATE SERVICES		
Accounting Specialist	$	100
Business Development Coordinator	$	125
Chief Executive Officer	$	425
Graphic Designer	$	125
Marketing Manager	$	195
Marketing Specialist	$	135
Office Coordinator	$	110
Project Accountant	$	120
Project Administrator	$	110
Receptionist	$	70

Rev 12/30/2021

Agreement No. A-8418

RATES AND COSTS EXHIBIT

Fee Schedule

Hourly Plan Check Services:	Hourly*
Plan Check Review Fee	$140.00

* One-hour Minimum fee for plan review services.

m6 Hourly Public Works Services:

Project Engineer	$145.00
Project Designer/CAD Drafter	$110.00
Hydrology/Hydraulic Engineer	$145.00
Public Works Inspector	$115.00
Structural Engineer	$145.00
Traffic Engineer	$175.00
City Engineer	$175.00
Project Manager	$145.00
Principal Engineer	$175.00
Inspector	$115.00

* Rates are increased by a factor of 1.5 times for overtime, and for holiday and weekend assignments. All rates are subject to a 2% increase annually on January 1st.

Chris Nelson & Associates Personnel Services	Hourly*
Land Survey and Mapping Plan Check Review Fee	$185.00
Principal	$230.00
Professional Land Surveyor	$200.00
Senior Project Manager	$175.00
L.S.I.T	$145.00
Survey Technician	$140.00
Project Manager	$120.00
Office Calculations	$105.00
Field Calculations	$115.00
Field Supervisor	$200.00
One-Person Survey Crew**	$260.00
Two-Person Survey Crew**	$340.00
Three-Person Survey Crew**	$400.00
CAD Drafting	$ 95.00
Research & Deliveries	$ 85.00

* Rates are increased by a factor of 1.5 times for overtime, and for holiday and weekend assignments. All rates are subject to a 2% increase annually on January 1st.

**Minimum billing rate for field survey crews for any time spent in the field on a given day is (4) hours based on their hourly rate.

Agreement No. A-8418

Miscellaneous Charges:	Hourly
Administration	$64.00
Direct Costs	Cost+15%
Outside Reproduction	Cost +15%
Materials & Expenses	Cost + 15%
Mileage (Portal to Portal)	$0.58/Mile

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Effective January 1, 2021

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8

DATE: February 4, 2025

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: Monthly Investment Report as of December 31, 2024.

RECOMMENDATION

This is an information item for the City Council to receive and file.

(This item did not originate in Committee.)

BACKGROUND

The City of Oxnard (City) invests funds in compliance with the California Government Code Section 53600 et. Seq., and the City's Investment Policy. This report follows the guidelines established in the California Government Code section 53646 and the City's adopted Investment Policy.

DISCUSSION:

The City's total cash and investment position as of December 31, 2024 was $458.3 million, with $14.5 million in cash accounts and $443.8 million in investments, as summarized in the table below.

Cash and Investment Position	December-2024
Cash	
Bank of America General Account	$ 11,745,124.09
Bank of America Successor Agency Account	2,202,231.63
Bank of America Citations Account	590,818.53
Bank of America Golf Course Account	-
Total Cash	**14,538,174.25**
Investments	
Local Agency Investment Fund (LAIF)	75,000,000.00
Ventura County Investment Pool (VCIP)	50,648,554.22
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	993,133.00
Medium Term Notes *	40,279,195.51
U.S. Treasury Notes *	9,927,666.04
U.S. Government Sponsored Entities *	266,953,337.57
Total Investments	**443,801,886.34**
Total Cash and Investments	**$ 458,340,060.59**

* Market Value

Statutory Compliance

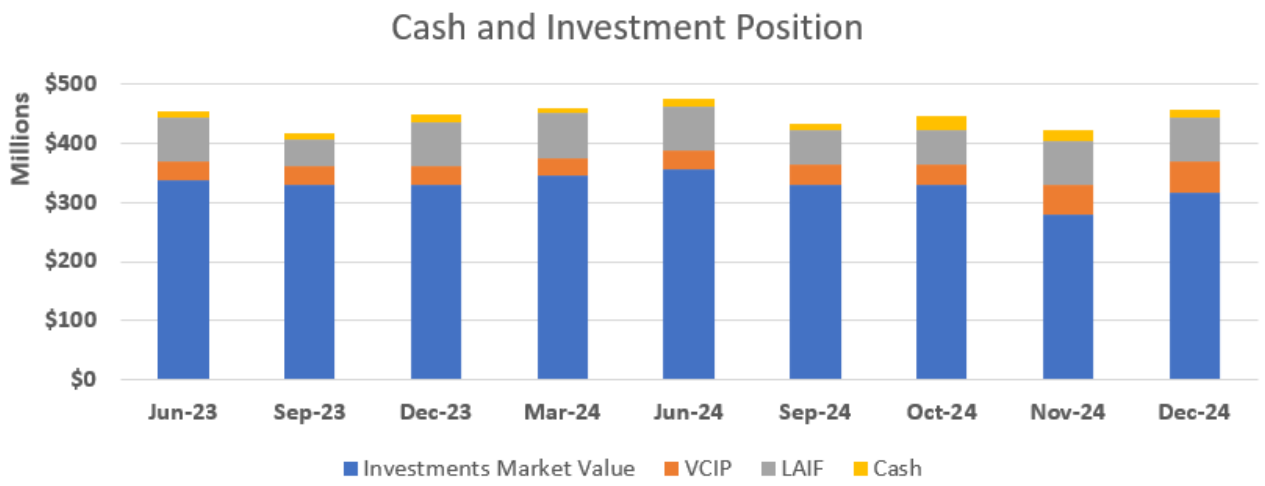
All investment transactions have been executed in conformance with the City's Investment Policy and the California Government Code. The table below represents the City's investment portfolio as of December 31, 2024 by authorized investment and duration for a total portfolio amount of $443.8 million.

Authorized Investment at Market Value	Allowable Threshold ($ million or %)	Under 1 year	1-3 years	Over 3 years	Total	Average Yield to Maturity	Portfolio %
LAIF	$75.0	$75.00	$-	$-	**$75.0**	4.43%	16.90%
VCIP	n/a	50.6	-	-	**50.6**	4.57%	11.40%
Federal Agencies	n/a	32.7	224.4	9.9	**267.0**	2.39%	60.16%
Medium Term Notes	30%	17.9	22.4	-	**40.3**	2.27%	9.08%
Supranational	20%	1.0	-	-	**1.0**	0.53%	0.22%
Treasuries	n/a	4.9	5.0	-	**9.9**	4.04%	2.24%
Total Investment		**$182.1**	**$251.8**	**$9.9**	**$443.8**	**3.00%**	**100%**

*Total may not add due to rounding

Portfolio Trends

The cash and investment position, excluding the Successor Agency account, as of December 31, 2024, increased by $35.9 million compared with the prior month, mainly driven by the receipts of over $37 million in property taxes received from Ventura County. The trend for the cash and investment position is represented in the following chart.



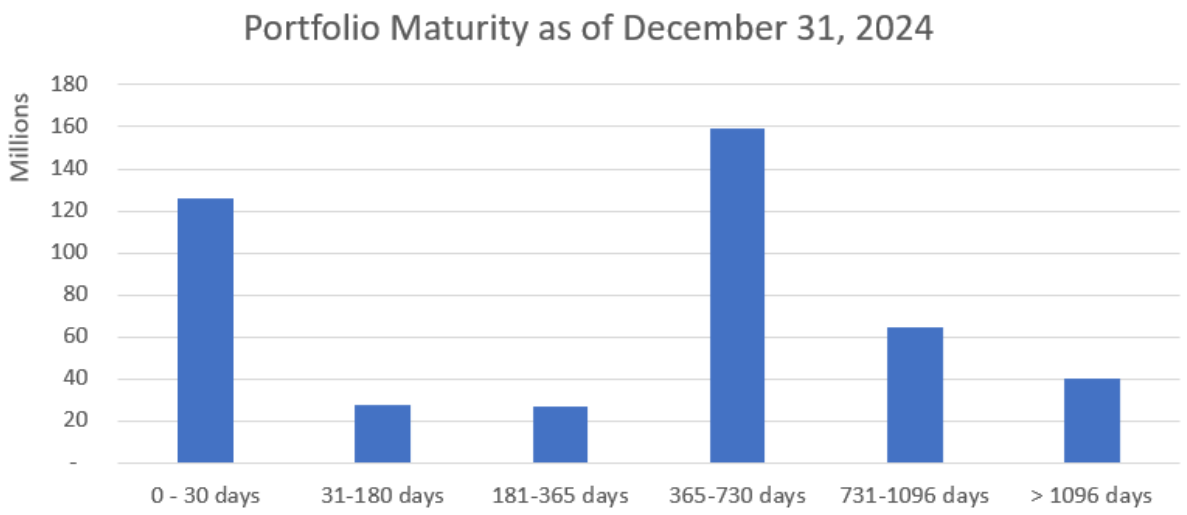
The California Government Code and the City's investment policy defined the eligible investments that the City can purchase to allocate surplus funds. The table below summarizes the City's investment portfolio by investment type. The individual investments included under each investment type are included as an attachment to this report.

City of Oxnard

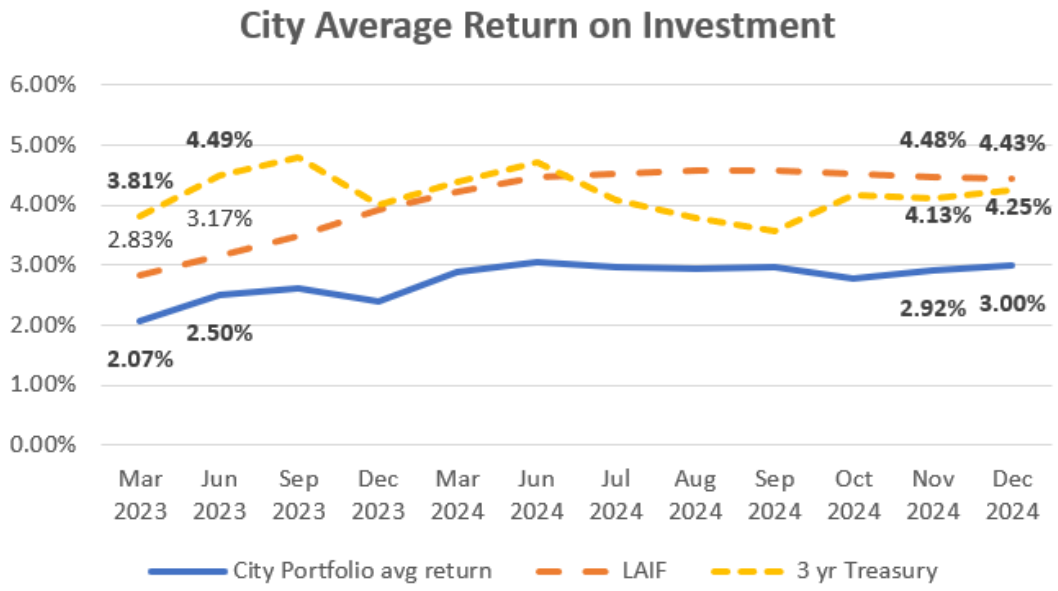
City of Oxnard
Portfolio Summary Statistics
Sorted by Fund
December 31, 2024

Investment Type	Par Value	Book Value	Market Value	% of the Portfolio	Market Price	WAM	WAC	YTM	YTW	Accrued Interest	Unrealized G/L
County Investment Pool	50,648,554.22	50,648,554.22	50,648,554.22	11.20	0.000	1	0	4.570	4.570	519,358.23	0.00
Federal Agency Coupon	274,330,000.00	273,947,014.87	266,953,337.57	60.60	97.288	668	94	2.392	2.348	1,161,478.67	-6,993,677.30
Local Agency Investment Funds	75,000,000.00	75,000,000.00	75,000,000.00	16.59	0.000	1	0	4.434	4.434	843,610.19	0.00
Medium Term Notes	41,510,000.00	41,520,897.05	40,279,195.51	9.18	97.036	339	200	2.269	2.269	242,161.72	-1,241,701.54
Supranational	1,000,000.00	1,000,429.66	993,133.00	0.22	99.313	69	0	0.526	0.526	2,291.67	-7,296.66
Treasury Coupon Securities	7,500,000.00	7,507,864.84	7,504,063.54	1.66	99.857	541	0	4.156	4.156	58,092.45	-3,801.30
Treasury Discounts -Amortizing	2,500,000.00	2,428,261.09	2,423,602.50	0.54	96.944	274	0	3.935	3.935	0.00	-4,658.59
Report Totals:	452,488,554.22	452,053,021.73	443,801,886.34	100 %	70.269	447	108	2.997	2.970	2,826,992.93	-8,251,135.39

The chart below represents the City's investment portfolio classified by days until maturities from December 31, 2024. Pooled investments in LAIF and Ventura County Investment Pooled provide immediate liquidity to support cash flow needs of the City, and are included in the maturity group 0 to 30 days.



The chart below represents the City's average return on investments, alongside with three-year Treasury bill and the LAIF Pooled Monthly Investment Account (PMIA) average Monthly Effective Yields, as benchmarks for the City's portfolio.



STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is no financial impact from this report.

COMMITTEE OUTCOME

This item did not originate in a committee.

Prepared by: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. December 2024 Monthly Investment Report
2. Presentation December 2024 Investment Report

Investment report
for the month Ended in December 31, 2024

City of Oxnard

All Investment transactions have been exectured in accordance with the criteria stated in the City's Investment Policy (Resolution No. 15,186) adopted by the City Council held on July 2, 2024

Investments have been made in compliance with California Government Code and in accordance with the City's Investment Policy. **SYMPRO** provides the market value for negotiable instruments held in safekeeping included in this report. For investments not held by the City's custodian, market values are obtained from individual monthly statements. Based on analysis of cash receipts, expenditures, and daily cash flows, it is projected that revenues and investment liquidity are sufficient to meet expenditure requirements for the next six months.

Javier Chagoyen-Lazaro

Javier Chagoyen-Lazaro
Chief Financial Officer
City of Oxnard

01/21/2025
Date

City of Oxnard
Cash and Investment Summary
Month Ended
December 31, 2024

Cash and Investment Position	December 2024
Cash	
Bank of America General Account	$ 11,745,124.09
Bank of America Successor Agency Account	2,202,231.63
Bank of America Citations Account	590,818.53
Bank of America Golf Course Account	-
Total Cash	**14,538,174.25**
Investments	
Local Agency Investment Fund (LAIF)	75,000,000.00
Ventura County Investment Pool (VCIP)	50,648,554.22
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	993,133.00
Medium Term Notes *	40,279,195.51
U.S. Treasury Notes *	9,927,666.04
U.S. Government Sponsored Entities *	266,953,337.57
Total Investments	**443,801,886.34**
Total Cash and Investments	**$ 458,340,060.59**

* Market Value

Investment Portfolio Detail
Fiscal Year 2024 - 2025
December 1 - December 31, 2024

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
Pooled Investments									
County Investment Pool									
VCIP	Ventura County Investment Pool		50,648,554.22	50,648,554.22	50,648,554.22	4.57	1	4.57	
Federal Agency Coupon Securities									
31422XAS1	Farmer Mac	3/2/2021	1,000,000.00	957,408.00	1,000,000.00	0.61	425	0.61	3/2/2026
3133ERP70	Federal Farm Credit Bank	12/31/2024	10,000,000.00	10,001,872.22	9,992,422.22	4.25	1,090	4.294	12/27/2027
3133ERQ20	Federal Farm Credit Bank	12/31/2024	10,000,000.00	9,987,170.00	10,000,000.00	4.63	1,093	4.63	12/30/2027
3133ENBK5	Federal Farm Credit Bank	10/20/2021	1,000,000.00	944,220.00	1,000,000.00	1.14	657	1.14	10/20/2026
3130AQKJ1	Federal Home Loan Bank	1/28/2022	1,000,000.00	948,120.00	1,000,000.00	1.7	757	1.7	1/28/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	952,944.00	1,000,000.00	2	777	2	2/17/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	952,944.00	1,000,000.00	2	777	2	2/17/2027
3130AQSM6	Federal Home Loan Bank	2/25/2022	1,000,000.00	953,386.00	1,000,000.00	2.05	785	2.05	2/25/2027
3130AQRH8	Federal Home Loan Bank	2/25/2022	1,000,000.00	952,380.00	1,000,000.00	2	785	2	2/25/2027
3130AQRK1	Federal Home Loan Bank	2/25/2022	1,000,000.00	951,402.00	1,000,000.00	2.03	785	2.03	2/25/2027
3130AR2C4	Federal Home Loan Bank	2/28/2022	1,000,000.00	996,476.00	1,000,000.00	2.2	58	2.2	2/28/2025
3130AQYG2	Federal Home Loan Bank	2/28/2022	1,000,000.00	960,943.00	1,000,000.00	2.5	785	2.493	2/25/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,000,000.00	1,913,928.00	2,000,000.00	2.25	792	2.25	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	955,942.00	1,000,000.00	2.2	792	2.2	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	955,942.00	1,000,000.00	2.2	792	2.2	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,300,000.00	1,242,724.60	1,298,303.50	2.2	792	2.264	3/4/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,700,000.00	2,583,802.80	2,698,825.50	2.25	792	2.271	3/4/2027
3130AR2D2	Federal Home Loan Bank	3/10/2022	1,000,000.00	984,085.00	1,000,000.00	3	798	3.034	3/10/2027
3130ARAX9	Federal Home Loan Bank	3/30/2022	1,000,000.00	971,077.00	1,000,000.00	3	813	3	3/25/2027
3130ARDV0	Federal Home Loan Bank	4/8/2022	1,000,000.00	971,077.00	1,000,000.00	3	813	3	3/25/2027
3130ARZF1	Federal Home Loan Bank	5/9/2022	2,600,000.00	2,584,405.20	2,600,000.00	3.4	251	3.401	9/9/2025
3130ARZE4	Federal Home Loan Bank	5/25/2022	2,000,000.00	1,997,472.00	2,000,000.00	4.2	874	4.186	5/25/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	989,279.00	1,000,000.00	4	875	4	5/26/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	989,279.00	1,000,000.00	4	875	4	5/26/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	989,279.00	1,000,000.00	4	875	4	5/26/2027
3130AS4F3	Federal Home Loan Bank	6/9/2022	2,000,000.00	1,978,686.00	2,000,000.00	4	873	4	5/24/2027
3130AS4F3	Federal Home Loan Bank	6/9/2022	2,000,000.00	1,978,686.00	2,000,000.00	4	873	4	5/24/2027
3130ASFQ7	Federal Home Loan Bank	6/29/2022	1,000,000.00	988,798.00	999,875.28	4	909	4.006	6/29/2027
3130ASHT9	Federal Home Loan Bank	7/12/2022	1,000,000.00	999,408.00	1,000,000.00	4.5	922	4.5	7/12/2027
3130ASGP8	Federal Home Loan Bank	7/14/2022	2,000,000.00	1,995,558.00	2,000,000.00	4.1	194	4.1	7/14/2025
3130ASF38	Federal Home Loan Bank	7/22/2022	1,000,000.00	990,914.00	1,000,000.00	4.1	932	4.1	7/22/2027
3130ASKZ1	Federal Home Loan Bank	7/22/2022	1,000,000.00	998,618.00	1,000,000.00	4.25	386	4.25	1/22/2026
3130ASLA5	Federal Home Loan Bank	7/26/2022	1,000,000.00	999,455.00	1,000,000.00	4.5	936	4.5	7/26/2027
3130ASNN5	Federal Home Loan Bank	7/28/2022	1,000,000.00	997,822.00	1,000,000.00	4.375	938	4.375	7/28/2027
3130ASPP8	Federal Home Loan Bank	8/8/2022	1,000,000.00	1,000,006.00	1,000,000.00	4.3	219	4.3	8/8/2025
3130AYZG4	Federal Home Loan Bank	2/15/2024	1,000,000.00	998,631.00	1,000,000.00	5.4	1,505	5.4	2/14/2029
3130AYYJ9	Federal Home Loan Bank	2/15/2024	1,000,000.00	999,102.00	1,000,000.00	5	1,506	5	2/15/2029

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3130B0EQ8	Federal Home Loan Bank	3/19/2024	1,000,000.00	998,745.00	999,157.19	5.375	1,532	5.398	3/13/2029
3130B1LW5	Federal Home Loan Bank	5/30/2024	2,000,000.00	2,004,658.00	2,000,000.00	5.25	513	5.25	5/29/2026
3130B2ZR9	Federal Home Loan Bank	10/3/2024	2,500,000.00	2,472,840.00	2,500,000.00	4.05	996	0.56	9/24/2027
3130B33X9	Federal Home Loan Bank	10/18/2024	7,000,000.00	6,914,215.00	6,996,124.30	4.5	1,742	4.539	10/9/2029
3130B3UC5	Federal Home Loan Bank	11/26/2024	5,755,000.00	5,763,938.80	5,757,448.66	4.7	1,052	4.704	11/19/2027
3130APN43	Federal Home Loan Bank	12/31/2024	10,000,000.00	9,688,550.00	9,692,570.00	2.25	664	4.25	10/27/2026
3130B4B42	Federal Home Loan Bank	12/31/2024	10,000,000.00	10,000,307.78	10,005,277.78	4.625	1,086	4.643	12/23/2027
3130AKLL8	Federal Home Loan Bank	12/30/2020	2,000,000.00	1,926,216.00	2,000,000.00	0.5	363	0.5	12/30/2025
3130AKN36	Federal Home Loan Bank	1/20/2021	2,000,000.00	1,924,414.00	2,000,000.00	0.525	379	0.525	1/15/2026
3130AKNK8	Federal Home Loan Bank	1/20/2021	5,000,000.00	4,851,155.00	5,000,000.00	0.5	292	0.5	10/20/2025
3130AKNK8	Federal Home Loan Bank	1/20/2021	1,000,000.00	970,231.00	1,000,000.00	0.5	292	0.5	10/20/2025
3130AKQ74	Federal Home Loan Bank	1/22/2021	5,000,000.00	4,812,560.00	5,000,000.00	0.625	386	0.625	1/22/2026
3130AKMD5	Federal Home Loan Bank	1/26/2021	5,000,000.00	4,803,955.00	4,999,465.28	0.5	390	0.51	1/26/2026
3130AKNR3	Federal Home Loan Bank	1/26/2021	1,000,000.00	960,677.00	1,000,000.00	0.56	390	0.56	1/26/2026
3130AKU61	Federal Home Loan Bank	1/27/2021	5,000,000.00	4,815,680.00	5,000,000.00	0.75	391	0.609	1/27/2026
3130AKU61	Federal Home Loan Bank	1/27/2021	5,000,000.00	4,815,680.00	5,000,000.00	0.75	391	0.609	1/27/2026
3130AKQX7	Federal Home Loan Bank	1/28/2021	2,000,000.00	1,925,912.00	2,000,043.00	0.7	392	0.698	1/28/2026
3130AKRN8	Federal Home Loan Bank	1/28/2021	2,000,000.00	1,924,350.00	2,000,000.00	0.65	392	0.65	1/28/2026
3130AKQX7	Federal Home Loan Bank	1/28/2021	5,000,000.00	4,814,780.00	5,000,000.00	0.7	392	0.7	1/28/2026
3130AKQ82	Federal Home Loan Bank	1/28/2021	1,500,000.00	1,442,485.50	1,500,000.00	0.6	392	0.6	1/28/2026
3130AKPN0	Federal Home Loan Bank	1/29/2021	2,000,000.00	1,923,112.00	2,000,000.00	0.6	393	0.6	1/29/2026
3130AKVN3	Federal Home Loan Bank	1/29/2021	1,000,000.00	960,725.00	1,000,000.00	0.52	393	0.52	1/29/2026
3130AKVQ6	Federal Home Loan Bank	1/29/2021	1,000,000.00	969,011.00	1,000,000.00	0.47	301	0.47	10/29/2025
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	961,961.00	1,000,000.00	0.75	404	0.539	2/9/2026
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	961,961.00	1,000,000.00	0.75	404	0.54	2/9/2026
3130AKTJ5	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,919,730.00	2,000,000.00	0.54	404	0.54	2/9/2026
3130AKVA1	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,923,922.00	2,000,000.00	0.75	404	0.564	2/9/2026
3130AKVR4	Federal Home Loan Bank	2/12/2021	1,000,000.00	958,255.00	1,000,000.00	0.55	407	0.55	2/12/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	2,000,000.00	1,918,144.00	1,998,852.78	0.625	419	0.676	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	959,622.00	999,816.44	0.6	419	0.616	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	5,000,000.00	4,798,110.00	4,999,082.22	0.6	419	0.616	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	3,000,000.00	2,878,866.00	3,000,000.00	0.6	419	0.6	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	959,622.00	999,885.28	0.6	419	0.61	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	959,622.00	999,885.28	0.6	419	0.61	2/24/2026
3130ALCB8	Federal Home Loan Bank	2/24/2021	1,000,000.00	959,895.00	1,000,000.00	0.68	419	0.68	2/24/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	1,000,000.00	959,072.00	999,885.28	0.625	419	0.635	2/24/2026
3130ALFS8	Federal Home Loan Bank	3/10/2021	1,000,000.00	959,818.00	1,000,000.00	0.8	433	0.8	3/10/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	959,175.00	1,000,000.00	0.8	439	0.8	3/16/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	959,175.00	1,000,000.00	0.8	439	0.8	3/16/2026
3130ALGB4	Federal Home Loan Bank	3/17/2021	1,000,000.00	959,079.00	1,000,000.00	0.8	440	0.8	3/17/2026
3130ALGJ7	Federal Home Loan Bank	3/23/2021	975,000.00	936,321.75	975,000.00	1	446	1	3/23/2026
3130ALGC2	Federal Home Loan Bank	3/23/2021	1,000,000.00	959,392.00	1,000,000.00	0.875	446	0.875	3/23/2026

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3130ALLN2	Federal Home Loan Bank	3/24/2021	2,000,000.00	1,925,690.00	2,000,000.00	1	447	0.871	3/24/2026
3130ALNU4	Federal Home Loan Bank	3/24/2021	1,000,000.00	991,675.00	1,000,000.00	0.68	82	0.68	3/24/2025
3130AM2F8	Federal Home Loan Bank	4/29/2021	1,000,000.00	959,272.00	1,000,000.00	1.125	483	1.125	4/29/2026
3130AM4L3	Federal Home Loan Bank	4/29/2021	1,000,000.00	960,323.00	1,000,000.00	1.25	483	1.1	4/29/2026
3130AMJH6	Federal Home Loan Bank	5/26/2021	1,000,000.00	955,765.00	1,000,000.00	1.05	510	1.05	5/26/2026
3130AML42	Federal Home Loan Bank	5/27/2021	1,000,000.00	958,673.00	1,000,000.00	1.2	511	0.957	5/27/2026
3130AMCM2	Federal Home Loan Bank	6/3/2021	1,250,000.00	1,232,850.00	1,249,913.75	2	496	1.543	5/12/2026
3130AMM41	Federal Home Loan Bank	6/16/2021	5,000,000.00	4,767,150.00	5,000,000.00	1	531	1	6/16/2026
3130AMPT3	Federal Home Loan Bank	6/23/2021	5,000,000.00	4,765,780.00	5,000,000.00	1.03	538	1.03	6/23/2026
3130AMYP1	Federal Home Loan Bank	7/15/2021	3,000,000.00	2,857,626.00	3,000,000.00	1.125	560	1.125	7/15/2026
3130ANWH9	Federal Home Loan Bank	9/24/2021	1,000,000.00	947,325.00	1,000,000.00	1.08	622	1.08	9/15/2026
3130ANYS3	Federal Home Loan Bank	10/12/2021	1,000,000.00	988,009.00	999,827.74	0.625	119	0.678	4/30/2025
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	945,233.00	1,000,000.00	1.1	650	1.1	10/13/2026
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	945,233.00	1,000,000.00	1.1	650	1.1	10/13/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	944,208.00	1,000,000.00	1.05	652	1.05	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	944,208.00	1,000,000.00	1.05	652	1.05	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	944,208.00	1,000,000.00	1.05	652	1.05	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	944,038.00	999,892.67	1.04	652	1.046	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	944,208.00	1,000,000.00	1.05	652	1.05	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	944,038.00	1,000,000.00	1.04	652	1.04	10/15/2026
3130APAY1	Federal Home Loan Bank	10/21/2021	3,000,000.00	2,833,536.00	3,000,000.00	1.1	658	1.1	10/21/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	1,000,000.00	945,278.00	1,000,000.00	1.15	659	1.15	10/22/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	2,000,000.00	1,890,556.00	2,000,000.00	1.15	659	1.15	10/22/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,891,548.00	2,000,000.00	1.2	663	1.2	10/26/2026
3130APC45	Federal Home Loan Bank	10/26/2021	1,000,000.00	945,771.00	1,000,000.00	1.18	663	1.18	10/26/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,891,548.00	1,999,636.11	1.2	663	1.21	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	946,638.00	1,000,000.00	1.25	663	1.25	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,893,276.00	2,000,000.00	1.25	663	1.25	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	946,638.00	1,000,000.00	1.25	663	1.25	10/26/2026
3130APG82	Federal Home Loan Bank	10/28/2021	1,000,000.00	958,469.00	1,000,000.00	1.25	665	1.264	10/28/2026
3130APHV0	Federal Home Loan Bank	10/28/2021	2,000,000.00	1,890,488.00	2,000,000.00	1.18	665	1.18	10/28/2026
3130APDQ5	Federal Home Loan Bank	10/28/2021	1,000,000.00	946,458.00	1,000,000.00	1.25	665	1.25	10/28/2026
3130APKZ7	Federal Home Loan Bank	10/28/2021	1,000,000.00	997,451.00	1,000,000.00	0.875	27	0.875	1/28/2025
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	945,543.00	1,000,000.00	1.25	678	1.25	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	945,543.00	999,070.83	1.25	678	1.302	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	945,543.00	1,000,000.00	1.25	678	1.25	11/10/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	947,085.00	1,000,000.00	1.375	684	1.375	11/16/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	947,085.00	1,000,000.00	1.375	684	1.375	11/16/2026
3130APL37	Federal Home Loan Bank	11/16/2021	1,000,000.00	947,243.00	1,000,000.00	1.4	684	1.4	11/16/2026
3130APNK7	Federal Home Loan Bank	11/18/2021	1,000,000.00	946,617.00	1,000,000.00	1.375	686	1.375	11/18/2026
3130APPZ2	Federal Home Loan Bank	11/23/2021	1,000,000.00	948,407.00	1,000,000.00	1.5	691	1.5	11/23/2026
3130AQ3T8	Federal Home Loan Bank	12/23/2021	1,000,000.00	955,341.00	1,000,000.00	2	721	1.641	12/23/2026

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3130AQAB9	Federal Home Loan Bank	12/30/2021	1,250,000.00	1,185,107.50	1,250,000.00	1.625	728	1.625	12/30/2026
3134GXQF4	Federal Home Loan Mtg Corp	4/13/2022	1,000,000.00	972,585.00	1,000,000.00	3.25	832	3.25	4/13/2027
3134GXSH8	Federal Home Loan Mtg Corp	5/17/2022	1,000,000.00	988,983.00	1,000,000.00	4	866	4	5/17/2027
3134GXTD6	Federal Home Loan Mtg Corp	5/23/2022	2,000,000.00	1,992,514.00	2,000,000.00	3.5	142	3.5	5/23/2025
3134GXSZ8	Federal Home Loan Mtg Corp	5/23/2022	2,000,000.00	1,991,678.00	2,000,000.00	3.4	142	3.4	5/23/2025
3134GXUF9	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,997,052.00	2,000,000.00	4	875	4.213	5/26/2027
3134GXUF9	Federal Home Loan Mtg Corp	5/26/2022	1,000,000.00	998,526.00	1,000,000.00	4	875	4.213	5/26/2027
3134GXTB0	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,996,308.00	1,999,972.22	3.25	56	3.261	2/26/2025
3134GXTB0	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,996,308.00	2,000,000.00	3.25	56	3.251	2/26/2025
3134GXUF9	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,997,052.00	2,000,000.00	4	875	4.213	5/26/2027
3134GXTE4	Federal Home Loan Mtg Corp	5/27/2022	1,000,000.00	988,845.00	1,000,000.00	4	876	4	5/27/2027
3134GXZN7	Federal Home Loan Mtg Corp	7/12/2022	1,000,000.00	994,422.00	1,000,000.00	4.25	922	4.25	7/12/2027
3134GXD50	Federal Home Loan Mtg Corp	7/21/2022	1,000,000.00	998,367.00	1,000,000.00	4	201	4	7/21/2025
3134GXD50	Federal Home Loan Mtg Corp	7/21/2022	1,000,000.00	998,367.00	1,000,000.00	4	201	4	7/21/2025
3134GXE67	Federal Home Loan Mtg Corp	7/28/2022	1,000,000.00	994,314.00	1,000,000.00	4.25	938	4.25	7/28/2027
3134GXQ23	Federal Home Loan Mtg Corp	8/25/2022	1,000,000.00	994,171.00	1,000,000.00	4.25	966	4.25	8/25/2027
3137EAEX3	Federal Home Loan Mtg Corp	10/3/2024	2,500,000.00	2,431,535.42	2,436,781.56	0.375	265	3.966	9/23/2025
3134HAF40	Federal Home Loan Mtg Corp	11/26/2024	5,000,000.00	4,997,295.00	5,000,000.00	4.7	1,059	4.7	11/26/2027
3134HAF40	Federal Home Loan Mtg Corp	11/26/2024	5,000,000.00	4,997,295.00	5,000,000.00	4.7	1,059	4.7	11/26/2027
3134GXKJ2	Federal Home Loan Mtg Corp	1/22/2021	2,000,000.00	1,921,608.00	2,000,000.00	0.55	386	0.55	1/22/2026
3135GAL82	Federal National Mtg Assn	1/23/2024	2,000,000.00	2,000,248.00	2,000,000.00	5.15	8	5.147	1/9/2025
Local Agency Investment Funds									
LAIF	LAIF		75,000,000.00	75,000,000.00	75,000,000.00	4.434	1	4.434	
Medium Term Notes									
037833DF4	Apple Inc.	12/28/2023	10,000,000.00	9,994,420.00	9,993,724.26	2.75	12	4.7	1/13/2025
037833DX5	Apple Inc.	1/26/2021	1,000,000.00	976,262.00	1,000,079.40	0.55	231	0.537	8/20/2025
037833EB2	Apple Inc.	2/8/2021	1,000,000.00	960,883.00	999,988.97	0.7	403	0.071	2/8/2026
06048WS43	Bank of America	2/18/2022	3,000,000.00	2,932,215.00	3,000,000.00	2	229	2	8/18/2025
06048WV98	Bank of America	5/27/2022	2,000,000.00	1,963,224.00	2,000,000.00	4.05	511	4.05	5/27/2026
06048WW63	Bank of America	6/22/2022	1,000,000.00	995,357.00	1,000,000.00	5	902	5	6/22/2027
06051GFS3	Bank of America	1/8/2021	1,000,000.00	995,442.00	1,017,556.66	3.875	212	0.804	8/1/2025
06048WL32	Bank of America	2/24/2021	1,000,000.00	953,042.00	1,000,000.00	0.8	419	0.08	2/24/2026
06048WL99	Bank of America	5/14/2021	1,000,000.00	949,653.00	1,000,000.00	1.4	498	1.4	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,899,306.00	2,000,000.00	1.4	498	1.4	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,899,306.00	2,000,000.00	1.4	498	1.4	5/14/2026
06048WM64	Bank of America	7/12/2021	1,000,000.00	942,192.00	999,547.76	1.2	540	1.231	6/25/2026
06048WM72	Bank of America	7/30/2021	1,000,000.00	940,874.00	1,000,000.00	1.2	575	1.2	7/30/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	935,509.00	1,000,000.00	1.25	631	1.25	9/24/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	935,509.00	1,000,000.00	1.25	631	1.25	9/24/2026
06748WMK6	Barclays Bank PLC	10/29/2021	1,000,000.00	982,721.00	1,000,000.00	1	118	1	4/29/2025
17290A2M1	Citi Bank	7/21/2021	1,000,000.00	942,858.00	1,000,000.00	1.4	566	1.4	7/21/2026
38150AH99	Goldman Sachs	8/17/2021	1,000,000.00	935,794.00	1,000,000.00	1.35	593	1.35	8/17/2026

Investment Portfolio Detail
Fiscal Year 2024 - 2025
December 1 - December 31, 2024

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
24422EVK2	John Deere Capital	1/27/2021	3,000,000.00	2,885,706.00	3,000,000.00	0.7	379	0.7	1/15/2026
48133MAB6	JP Morgan	8/15/2022	1,000,000.00	965,631.00	1,000,000.00	4.2	954	4.2	8/13/2027
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	930,646.00	1,000,000.00	1.2	604	1.2	8/28/2026
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	930,646.00	1,000,000.00	1.2	604	1.2	8/28/2026
53961LAF6	Local Initiatives Support	1/28/2021	1,510,000.00	1,441,145.51	1,510,000.00	0.95	379	0.95	1/15/2026
89236THZ1	Toyota Motor Credit	2/1/2021	2,000,000.00	1,990,854.00	2,000,000.00	0.4	33	0.4	2/3/2025
Supranational									
459058JA2	Intl Bank Recon & Dev	3/1/2021	1,000,000.00	993,133.00	1,000,429.66	0.75	69	0.526	3/11/2025
Treasury Coupon Securities									
91282CFP1	U.S. Treasury	10/3/2024	2,500,000.00	2,500,630.00	2,506,394.69	4.25	287	3.914	10/15/2025
91282CLS8	U.S. Treasury	11/26/2024	5,000,000.00	5,003,433.54	5,001,470.15	4.125	668	4.277	10/31/2026
Treasury Discounts -Amortizing									
912797MS3	U.S. Treasury	10/3/2024	2,500,000.00	2,423,602.50	2,428,261.09	3.77	274	3.935	10/2/2025
TOTAL			**$452,488,554.22**	**$443,801,886.34**	**$452,053,021.73**				

Investment activities for the month of December 2024

Investment Purchases

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	12/31/2024	Buy	3133ERP70	Federal Farm Credit Bank		$ 10,000,000.00	4.2940	12/27/2027
	12/31/2024	Buy	3130APN43	Federal Home Loan Bank		$ 10,000,000.00	4.2500	10/27/2026
	12/31/2024	Buy	3133ERQ20	Federal Farm Credit Bank		$ 10,000,000.00	4.6300	12/30/2027
	12/31/2024	Buy	3130B4B42	Federal Home Loan Bank		$ 10,000,000.00	4.6430	10/23/2027
Total Purchases						**$ 40,000,000.00**		

Investment Maturities, Calls & Sales

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	12/27/2024	Maturity	3130APF91	Federal Home Loan Bank		1,000,000.00		
	12/30/2024	Maturity	3134GXA61	Federal Home Loan Mtg Corp		1,000,000.00		
Total Maturities, Calls & Sales						**$ 2,000,000.00**		

City of Oxnard
Monthly Investment Report
as of December 31, 2024
February 4, 2024

City Council
Presented by:
Javier Chagoyen-Lazaro, City of Oxnard
Chief Financial Officer

CITY OF OXNARD CALIFORNIA

Recommendation

That The City Council receive and file the City of Oxnard Monthly Investment Report as of December 31, 2024.

Discussion

City of Oxnard Cash and Investment as of December 31, 2024

Cash and Investment Position	December 2024
Cash	
Bank of America General Account	$ 11,745,124.09
Bank of America Successor Agency Account	2,202,231.63
Bank of America Citations Account	590,818.53
Bank of America Golf Course Account	-
Total Cash	**14,538,174.25**
Investments	
Local Agency Investment Fund (LAIF)	75,000,000.00
Ventura County Investment Pool (VCIP)	50,648,554.22
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	993,133.00
Medium Term Notes *	40,279,195.51
U.S. Treasury Notes *	9,927,666.04
U.S. Government Sponsored Entities *	266,953,337.57
Total Investments	**443,801,886.34**
Total Cash and Investments	**$ 458,340,060.59**

* Market Value

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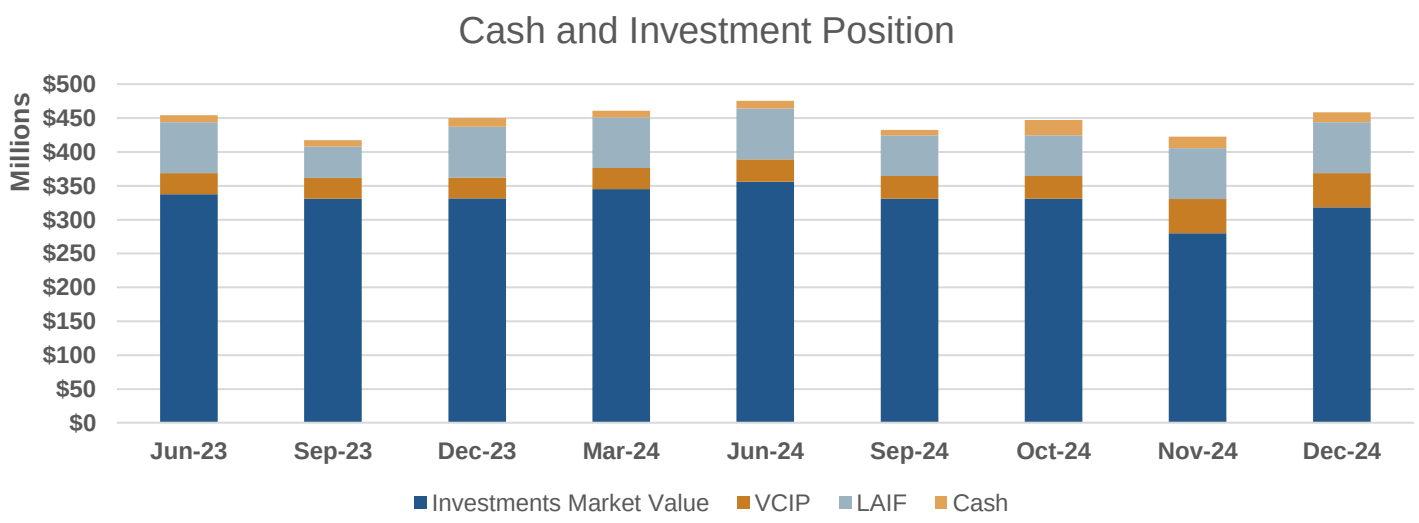
Investment Compliance

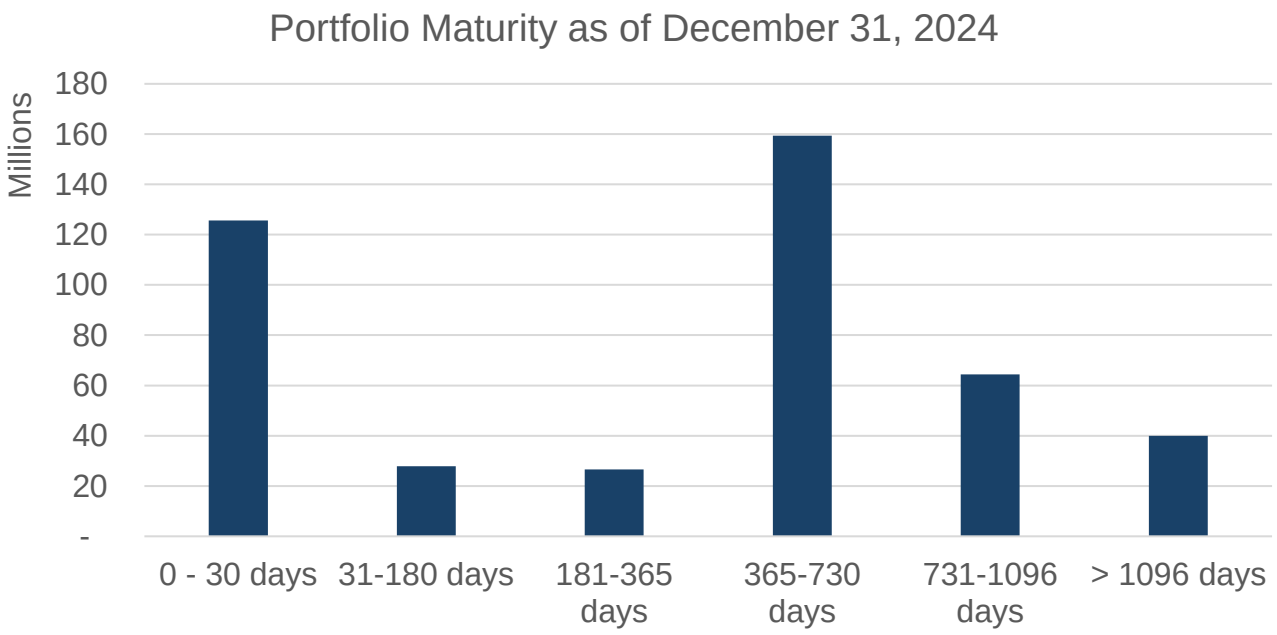
Authorized Investment at Market Value	Allowable Threshold ($ million or %)	Under 1 year	1-3 years	Over 3 years	Total	Average Yield to Maturity	Portfolio %
LAIF	$75.0	$75.00	$-	$-	**$75.0**	4.43%	16.90%
VCIP	n/a	50.6	-		**50.6**	4.57%	11.40%
Federal Agencies	n/a	32.7	224.4	9.9	**267.0**	2.39%	60.16%
Medium Term Notes	30%	17.9	22.4	-	**40.3**	2.27%	9.08%
Supranational	20%	1.0	-	-	**1.0**	0.53%	0.22%
Treasuries	n/a	4.9	5.0	-	**9.9**	4.04%	2.24%
Total Investment		**$182.1**	**$251.8**	**$9.9**	**$443.8**	**3.00%**	**100%**

*Total may not add due to rounding

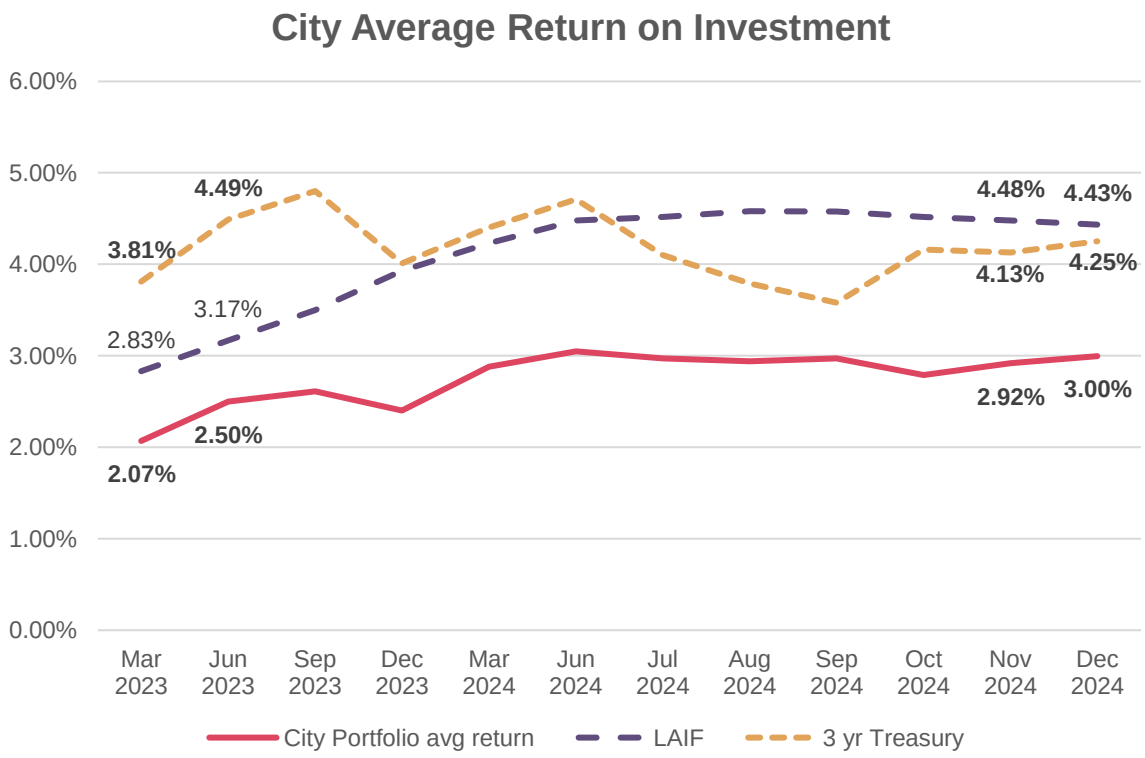
Cash and Investment Trend



Discussion


Portfolio Maturity as of December 31, 2024
Millions
180
160
140
120
100
80
60
40
20
-
0 - 30 days
31-180 days
181-365 days
365-730 days
731-1096 days
> 1096 days

Investment Return Trend



Recommendation

That The City Council receive and file the City of Oxnard Monthly Investment Report as of December 31, 2024.

Questions / Discussion