



AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
July 9, 2019
Regular Meeting - 11:00 AM to 12:15 PM

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen minutes. 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 cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the fifteen minutes expires may do so just 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 for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the June 25, 2019 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Approval of Agreements for On-Call Professional Engineering Services. (10/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to execute:

1. Agreement No. A-8154 with Kennedy Jenks Consultants Inc. for On-Call Professional Engineering Services for a three year term, not to exceed \$750,000.

2. Agreement No. 8699-19-PW with Filippin Engineering, Inc for On-Call Professional Engineering Services for a three year term, not to exceed \$250,000.

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: (Staff Presentation / Committee Discussion / Public Comment)

3. Agreement No. A-8159 with MNS Engineering for On-Call Professional Engineering Services for a three year term, not to exceed \$750,000.

Contact: Rosemarie Gaglione, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

DRAFT
MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
June 25, 2019

A. ROLL CALL / POSTING OF AGENDA

At 11:00 a.m., Chair Perello called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Members Tim Flynn, Bryan MacDonald, and Chair Bert Perello were present.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Jay Duncan, Customer Services Manager; Jeri Cooper, Interim Special Districts Manager, Rosemarie Gaglione, Public Works Director; Brian Yanez, Assistant Public Works Director; and Elizabeth Rubalcava, Assistant City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the June 11, 2019 Regular Meeting as presented.

It was moved by Member Flynn, seconded by Member MacDonald, to approve the minutes as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

D. REPORTS

Public Works Department

1. SUBJECT: Utility Rates Assistance Program (“Project Assist”) Update.

RECOMMENDATION: That the Public Works and Transportation Committee recommend City Council:

1. Approve a Rate Assistance Program (“Project Assist” – Year Three) for utility bills to assist Oxnard low-income residents and authorize staff to grant financial relief equal to a constant \$15 credit for the monthly utility service charged to customers who meet the eligibility requirements discussed in this staff report;
2. Authorize staff to direct up to \$145,000 annually from penalty fees charged to current customers who pay their bills late to fund the Utilities Rate Assistance Program;
3. Approve the Utilities Rate Assistance Program (“Project Assist – Year Three) for residential customers only and to begin the second year program on July 1, 2019; and
4. Receive an update on the second year of “Project Assist” that began July 1, 2018.

The Customer Services Manager gave a report. Public comments were received from Philip Molina. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn and MacDonald voted in favor, as did Perello who noted concern for the five dollar (50%) increase. The motion carried 3-0.

2. SUBJECT: Approve Budget Appropriation for Special Districts Division.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council approve and authorize:

1. A budget appropriation to Westport CFD 2 Special Project (Fund 175-1606-805-8229) in the amount of \$169,900 for additional amenity improvement projects from Westport CFD 2 Fund Balance.

The Interim Special Districts Manager gave a report. Public comments were received from Darryl Anderle. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Member MacDonald, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS

Chair Perello requested the clean-up of a Victoria Estates drainage ditch and a schedule for street resurfacing. The City Manager noted that the Public Works Director would respond to these requests.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 11:38 a.m.

MICHELLE ASCENCION, CMC
City Clerk

BERT E. PERELLO
Chair



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.1.**

DATE: July 9, 2019

TO: Public Works and Transportation Committee

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

SUBJECT: Approval of Agreements for On-Call Professional Engineering Services. (10/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to execute:

1. Agreement No. A-8154 with Kennedy Jenks Consultants Inc. for On-Call Professional Engineering Services for a three year term, not to exceed \$750,000.
2. Agreement No. 8699-19-PW with Filippin Engineering, Inc for On-Call Professional Engineering Services for a three year term, not to exceed \$250,000.
3. Agreement No. A-8159 with MNS Engineering for On-Call Professional Engineering Services for a three year term, not to exceed \$750,000.

BACKGROUND

On October 18, 2018, the Public Works Department sent out a Request For Qualifications (RFQ) for Master On-Call Professional Engineering Services. The RFQ solicited proposals for various professional on-call engineering services that include: Project Management, Civil Engineering, Geotechnical Engineering, Traffic Engineering, Surveying, Landscape Architecture and Design, Environmental Planning and Permitting Services, Engineering Plan Review, and Construction Management, Inspection and Testing. These services are required due to the specialized nature of various projects as well as the need to complete the projects within the Capital Improvement Program (CIP) in a timely manner due to the shortage in staffing within the division. A panel that consisted of City staff selected 32 firms that best met the City's criteria from the RFQ. Kennedy Jenks Consultants, Filippin Engineering, and MNS Engineers agreements have been completed and prepared and seek Public Works and Transportation Committee and City Council approval. Additional agreements will be brought forward to Committee and Council once agreements are completed by staff.

DISCUSSION

Public Works Department will bring forward various agreements to establish On-Call Professional Engineering Services with successful consultants or firms to provide professional and technical expertise once agreements are prepared. These agreements are necessary due to the volume and nature of work within the Public Works Engineering Division and will continue to support the departmental needs for various projects. The scope of work under these agreements are as follows:

Consultant	Term	Amount	Scope of Services
Kennedy Jenks	3 Year	\$750,000	- Construction Management, Inspection and Testing - Engineering - Environmental Planning and Permitting
Filippin Engineering	3 Year	\$250,000	- Construction Management, Inspection and Testing
MNS Engineers	3 Year	\$750,000	- Construction Management, Inspection and Testing - Surveying - Engineering

Professional Services under this agreement 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. Projects with special requirements (i.e. federally funded) will be publicly bid separately when required.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Payments will be charged against accounts encumbered by Task Order. Funding will be charged to a given project or funding source dependent upon the services performed. Department / Project Manager will ensure sufficient funding for related tasks prior to initiating task order or services performed.

Prepared by: Tatiana Arnaout, Interim City Engineer

ATTACHMENTS

1. PW 19 13R RFQ Professional Engineer Services
2. Kennedy Jenks - A-8154
3. Filippin Engineering, Inc. - 8699-19-PW
4. MNS Engineers, Inc. - A-8159
5. Master List of Consultants - pass and fail
6. Master On-Call PPT pdf



City of Oxnard
Request for Qualification (RFQ)

for

Master On-Call Professional Engineering Services

RFQ# PW 19-13R
Bid Close Date: November 15, 2018
By 2:00 p.m. PT

City Hall
Purchasing Division
300 West Third Street
2nd Floor
Oxnard, CA 93030
www.oxnard.org

Solicitation Opportunities: <https://www.oxnard.org/rfps-and-rfqs/>



**CITY OF OXNARD
REQUEST FOR QUALIFICATIONS**

Master On-Call Professional Engineering Services

Notice is hereby given that sealed Statement of Qualifications (SOQ) will be received at the City of Oxnard Purchasing Department at or before 2:00 PM (PDT), Thursday, November 15, 2018 for furnishing and delivering:

Professional on-call engineering services for various projects that include: Project Management, Civil Engineering, Geotechnical Engineering, Traffic Engineering, Surveying, Landscape Architecture and Design, Environmental Planning & Permitting Services, Engineering Plan Review, and Construction Management, Inspection & Testing in accordance with the Request for Qualifications (RFQ). S

There will be a **non-mandatory pre-bid meeting**, followed by a site visit, both of which will be held on **October 30, 2018 at 10:00 a.m.** in the City of Oxnard Council Chambers, 305 W Third St, First Floor, Oxnard, CA 93030

As a Public Entity, the City of Oxnard (City) adheres to the transparent public bidding process, and utilizes the online web services of Public Purchase, www.publicpurchase.com, a third-party electronic bidding website that allows vendors to register for specific goods and services by selecting a National Institution of Governmental Purchasing (NIGP) code as the commodity part number. Upon registration with Public Purchase, registered Consultant(s) will receive e-mail notifications of upcoming bidding opportunities for the items your company identified. Registered Consultant(s) will also be able to view all the open bids, electronically respond to the bids, and see bid results when they are awarded. Additionally, registered Consultant(s) will receive notices of any addendums to those bids, as well as have the opportunity to post questions and receive answers pertaining to that bid. All questions and answers are posted on-line so that all bidders have access to the same information regarding the bid.

Completion of this process will allow your business to participate in future City business bidding opportunities. It also provides the ability to maintain your data as your business grows or changes.

There is NO CHARGE to register for this service. Public Purchase has other services available for a fee, but that is solely at your discretion and not required to do business with the City.

Just a couple helpful hints before starting your registration:

- ✓ First, bid notifications are based on registered e-mail addresses, hence, it is recommended you use a generic e-mail address for your company, if you have one, and a second email address for a specific individual, if available. That way, if personal e-mail addresses change, your organization still receives notification of bidding opportunities.
- ✓ Secondly, make sure your company has saved the user-name and password in a secure location, so that it is accessible when you are not available.

A third party web based e-Procurement service provider utilized by the City for solicitations. It will take



only minutes to register and it is free. For future bidding, opportunities please also register online. Bidders must submit their questions online at www.publicpurchase.com and must be in written format. All responses to Bidder's questions will be posted online on the Public Purchase website for this particular solicitation.

EXAMINATION OF REQUIREMENTS

Each bidder must carefully examine the requirements contained herein. Upon receipt of responses hereunder, each bidder shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a bidder from any obligation in respect to this bid as submitted. Any misinterpretation of the requirements is solely that of the bidder's.

Proposers must submit their questions online at www.publicpurchase.com and must be in written format. All responses to Proposer's questions will be posted online on the Public Purchase website for this particular solicitation.

The City cannot guarantee you will receive notice of every opportunity to sell to the City. It is encouraged to visit our Purchasing website at <https://www.oxnard.org/rfps-and-rfqs/> for Bidding Opportunities on a regular basis for a listing of current bid solicitations.

PREPARATION OF STATEMENT OF QUALIFICATIONS (SOQ)

1. **Proposer shall submit a SOQ as outlined in Attachment A.** Failure to do so may cause rejection of the SOQ.
2. Proposer may include any other information they deem necessary and not included in this RFQ.
3. Proposers are to submit separate SOQs for each service category (Attachment B) they want to be considered for.
4. The SOQ must be submitted by an authorized agent of the submitting entity.



City of Oxnard
Purchasing Division

Solicitation #PW 19-13R
Bid Close Date: 11/15/2018 on or before 2:00 pm PT

PROPOSED TIMELINE

Proposers will be responsible to carefully examine the requirements contained herein.

DATE	ACTIVITY
October 18, 2018	Release of Solicitation
October 30, 2018	Pre-Proposal Meeting (Non-Mandatory) Location: City of Oxnard Council Chambers 305 W Third St, First Floor Oxnard, CA 93030
November 7, 2018	Last day for Questions by Bidders on or before noon PST.
November 15, 2018	Submission of the Proposal is due to the City of Oxnard Purchasing Division by <u>2:00 p.m.</u>
November 2018	Review of Qualifications
November 2018	Possible Oral Interviews
December 2018	Agreement Development/Negotiations
December 2018	City Council approval
December 2018	Contracted work begins

The above dates are tentative and are subject to change as necessary.

ATTACHMENT A

1.0 GENERAL CITY INFORMATION

The City of Oxnard, incorporated as a general law city in 1903, is located about sixty miles west of the Los Angeles Civic Center and about ten miles southeast of the City of Ventura. It is situated near the mouth of the Santa Clara River on a gently sloping alluvial fan commonly known as the Oxnard Plain. Elevations in the City range from mean sea level to about 100 feet above mean sea level. Today, the City of Oxnard has a population of slightly more than 200,000 residents and its corporate limits cover an area of about 32 square miles.

1.1 BACKGROUND INFORMATION

The Public Works Department is dedicated to enhancing the quality of life in the City of Oxnard by providing the highest quality of public works services, facilities and infrastructure to meet the needs of the community. The Public Works Department has 8 divisions that serve the Oxnard Community. The City requires the services of qualified firms to provide:

Project Management
Engineering-Variou
Landscape Architecture and Design
Environmental Planning and Permitting
Engineering Plan Review
Construction Management, Inspections and Testing

The number of contracts let by the City will be dependent upon the qualifications and/or combination of qualifications submitted by the consultants and contingent upon the approval of City Council. We anticipate a budget of approximately \$442 Million for design and construction of capital improvements projects over the next 5 years. We plan to let multiple three-year contracts in each service category after we have established a pre-qualified list of Consultants. Project assignments will be distributed based on qualifications with the City requesting fee proposals from three consultants for each work order over \$100,000.

1.2 GENERAL FIRM INFORMATION

Please provide the following information in your SOQ. The format of the SOQ shall follow the order of contents as listed below. Limit your response to 25 single-sided pages (excluding supplemental information such as staff resumes, sub-consultant resumes, and general administrative information).

1. Indicate for which service category the Consultant is submitting;
2. Name of firm;
3. Mailing address, phone, fax, e-mail;

4. Location of principal office(s);
5. Name(s) of firm principal and/or manager of consultant team;
6. Educational background of firm principal and/or manager of consultant team;
7. Professional licensing of principal and/or manager of consultant team, where issued;
8. General practice, or specialization in certain subject area(s); major experience of firm-clients, type of work, locations;
9. Major experience of firm principal and/or manager of consultant team of work, locations, how long;
10. Relevant professional staff numbers, including relevant education and experience;
11. Summary of past work for City of Oxnard;
12. Summary of past work for other public agencies other than City of Oxnard;
13. Summary of past work for other clients in Ventura County;
14. Provide a schedule of staff hourly rates;
15. General administrative information as shown below; and
16. Other relevant information, as desired by the firm.

1.3 GENERAL ADMINISTRATIVE INFORMATION

Certification of Non-Debarment

The City of Oxnard will be receiving Federal or State Grant funds. All potential Proposers must go to the following websites and submit a printout with their qualification(s) that verifies that the Proposer is not listed on any of the following exclusion lists. If awarded a contract, awarded vendor must notify the City immediately if debarred at any time during the contract period. A screen shot of each website will suffice.

Proposers must certify that it or any of its subcontractors do not appear on State and Federal exclusionary lists, including but not limited to:

- a. General Services Administration (GSA) Excluded Parties Lists System (EPLS).
- b. In the event the vendor is excluded, ineligible, or terminated from participation in State and/or Federal programs, the solicitation process shall be subject to immediate termination and a contract will not be awarded.

Proposers must include the following language in the SOQ:

I further attest that if selected, my Firm/Company/Sole Proprietorship will conduct regulatory sanction and exclusion screenings of subcontracted entities prior to engagement with said entities and monthly thereafter.

I understand that if my Firm/Company/Sole Proprietorship becomes excluded, ineligible, or terminated from participation in State and Federal programs, any contracts held with the City will be subject to immediate termination for cause.



City of Oxnard
Purchasing Division

Solicitation #PW 19-13R
Bid Close Date: 11/15/2018 on or before 2:00 pm PT

Print Name:

Signature:

Date:

Title of Agent/Officer:

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Proprietary Statement

Firms submitting qualifications must provide a statement that nothing contained in the submittal or subsequent interview (if required) is proprietary, however, if proprietary information is included, a statement should be provided identifying any specific information which the consultant contends is proprietary or confidential and the legal basis for such a claim.

Insurance

Include a statement certifying that your firm will provide the City's required insurance coverages (see Exhibit INS-A).

Statement of Past Contract Disqualifications

Firms submitting qualifications must disclose if the Firm or any of its officers or employees who have a proprietary interest in the firm have ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation. If so, explain the circumstances.

Certification of Content & References

Proposer's SOQ must include the language shown in Attachment D.

1.4 SELECTION AND APPROVAL PROCESS

All SOQs that fail to follow the instructions in the Submittal Requirements section will not be reviewed and will be found not pre-qualified. All SOQs that follow the instructions in the Submittal Requirements section of this RFQ will be reviewed in the following manner.

SOQs will be reviewed by Public Works employees with expertise in each of the categories in the Scope of Services (Attachment B). The criterion for rating the SOQs is shown below:

1. Completeness of Response: Pass or Fail
2. Appropriate professional licensure: Pass or Fail
3. Provide City-required insurance coverage: Pass or Fail

4. Firm's general professional experience: (1-10 points)
5. Firm's experience for this service group category (1-40 points)
6. Firm's experience with public agencies (1-10 points)
7. Qualification, experience, and education of professional management (1-20 points)
8. Qualifications, experience, and education of professional staff (1-20 points)

Scoring: Questions 1, 2 & 3 must pass to qualify, and Questions 4-8 must accumulate a minimum of 60 points to qualify. If there is more than one rater the scores will be averaged.

1.5 SUBMITTAL REQUIREMENTS

All SOQs that fail to follow the instructions in the Submittal Requirements section will not be reviewed. All SOQs that follow the instructions in the Submittal Requirements section of this RFQ will be reviewed in the following manner:

- ☐ SOQ submittals need to be received no later than 2:00 pm on November 15, 2018;
- ☐ SOQ shall be submitted in a sealed envelope to Purchasing Department and marked "Master On-Call Professional Engineering Services", with the service category (ies) from Attachment B and the Proposer's Name listed on the envelope;
- ☐ Formatting and content of SOQ shall follow the order and include the information as identified in the General Firm Information section of this RFQ;
- ☐ Include a statement certifying that your firm will provide the City's required insurance coverages (see Exhibit INS-A);
- ☐ Include Proprietary Statement;
- ☐ Provide name, title, address, phone number, and email address of the contact person from your firm to correspond with regarding this submittal; and
- ☐ Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

1.6 NOTICE

If a Firm is selected for the pre-qualified list, the Firm must notify the City in writing within thirty (30) calendar days of any changes in ownership or its Principals.

For Federally funded projects, Firms on the pre-qualified list may need to submit separate proposals and enter into a separate contract with the City as required by the specific Federally funded project.

ATTACHMENT B

SCOPE OF SERVICES

Proposers must prepare a SOQ for each service listed below that the bidder wishes to submit for review.

1.0 PROJECT MANAGEMENT

The City of Oxnard Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Project Management services as needed by the City. The City is anticipating a variety of construction projects to commence in the near future. As such, the City is actively seeking Consultants familiar and experienced in Project Management. It is the City's intention to enter into contracts with multiple firms for Project Management services. The City will be evaluating consultant firms for providing Project Management for various funded projects. By contracting with multiple firms the City will have the flexibility to obtain Project Management services in a timely manner.

The outcome of the first step Statement of Qualifications (SOQ) will be multiple contracts for a list of consultants with cost/price agreements. The subsequent project work will be procured through individual competition on a per-project basis amongst the consultants. All work performed under this contract will require approval by the City of Oxnard and issued through a Task Order. A project specific RFQ will refine the scope of services prior to issuing the Task Orders. The Task Order shall detail the tasks required for particular projects, schedule, and projected costs. The costs will be based on the specified rates of compensation in the contract. The Contract Administrator shall confer with the consultant to establish the maximum fee, including expenses, for the specific project and to establish the completion and no Task Order is valid unless the contract is still enforced. Federal regulations indicate the maximum length of consultant contract agreements shall not exceed five years in total.

The City of Oxnard is hereinafter referred to as "City". The firm with Project Management services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed as further described in this section.

1.1 PROJECT DESCRIPTION

- a) The City is seeking Project Management services to comply with required documents and meet federal, state and local requirements. In performing all Project Management services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. The City has a variety of public works projects scheduled within the next several years, as well as other developments requiring Project Management services.
- b) The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.

- c) Below is a list of anticipated project types covered by this RFQ. Any prequalified consultant may be selected for one or more of these projects, based on qualifications and availability.
- i. Bike and pedestrian facilities (bike lanes, pedestrian paths)
 - ii. City Park improvements - restrooms, parking lots, service roads
 - iii. Support of grant applications (draft applications, graphic attachments, benefit cost analysis)
 - iv. Traffic signals (new signals, signal modifications, signal synchronization)
 - v. Drainage improvements
 - vi. Intersection modifications
 - vii. Pavement maintenance
 - viii. Sidewalk infill
 - ix. Pipeline installation: sewer, recycled and potable
 - x. Wastewater projects
 - xi. Water supply projects
 - xii. Electrical
 - xiii. Architectural
 - xiv. Major building renovations
 - xv. Alley improvements

1.2 TYPICAL SERVICES REQUIRED

- a) The required services and abilities required to successfully perform Project Management services on the project types listed above include, but are not limited to:
- i. Continuous status reporting and interface with City staff regarding projects
 - ii. Attend project meetings and prepare meeting agendas and action items
 - iii. Follow up to ensure action items are complied with
 - iv. Coordination with engineering consultants
 - v. Coordination with other agencies
 - vi. Provide technical review and comment on consultant deliverables
 - vii. Development/maintenance of project schedules
 - viii. Prepare bid-packages
 - ix. Track and monitor project costs
 - x. Track and monitor all funding
 - xi. Prepare grant funding claims as requested
 - xii. Prepare grant applications (draft applications, graphic attachments, benefit cost analysis)
 - xiii. Prepare RFPs for professional services, as required to continue progress of projects.

1.3 REQUIREMENTS

- a) Consultant(s) shall meet the following requirements:
- i. Experience: The Consultant must have experience providing Project Management services to municipalities of similar size and similar projects.

- ii. **Deadlines:** The Consultant must meet the deadlines listed in the various Project schedules. The Consultant will have the opportunity to help create the schedule, but once finalized must adhere to it/them.
- iii. **Compliance:** Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.
- iv. **Reporting:** Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City. Reports shall include project status by deliverable or milestone and an issues log. Additional reporting may be required as needed.

2.0 ENGINEERING

BACKGROUND

- a) The City of Oxnard Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Engineering services as needed by the City. The City will be evaluating engineering firms for providing various services for various funded projects (Grants, City, etc.) It is the City's intention to enter into contracts with multiple firms for Engineering and Environmental services. These firms will be contracted to provide engineering design, environmental planning, review and project documentation as well as drawing preparation services as requested by the Public Works Department. By contracting with multiple firms the City will have the flexibility to obtain these services in a timely manner and avoid possible conflicts of interest.
- b) The successful Consultant(s) will work closely with City personnel and be responsible for:
 - i. The generation of complete set of plans, specifications and construction engineering estimates for city wide projects
 - ii. The review and/or preparation of environmental documents
 - iii. Preparation of project drawings in CAD.
- c) The City of Oxnard is hereinafter referred to as "City". The firm with professional Engineering services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed in the Request for Qualifications as further described in this section.

2.1 PROJECT DESCRIPTION

- a) The Consultant will be asked to provide all necessary engineering, environmental and drawing services to bring a project to the point of completion. In performing all Engineering services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. The City has a variety of public works and capital improvement construction projects scheduled within the next several years, which may require engineering

services and/or peer review. The City will also have a variety of other developments that will provide public improvements that may result in plan checking services of the improvement plans.

- b) The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments. No subcontractors shall be utilized without prior authorization by the City.
- c) Below is a list of anticipated project types covered by this RFQ. Any prequalified consultant may be selected for one or more of these projects, based upon qualifications and availability.
 - i. Bike and pedestrian facilities (bike lanes, pedestrian paths)
 - ii. City Park improvements- restrooms, parking lots, service roads
 - iii. Preliminary engineering in support of grant applications (feasibility studies, draft applications, graphic attachments, benefit cost analysis)
 - iv. Traffic signal design (new signals, signal modifications, signal synchronization)
 - v. Drainage improvement projects
 - vi. Intersection modifications
 - vii. Pavement maintenance projects
 - viii. Sidewalk infill
 - ix. Alley improvements
 - x. Pipeline installation: sewer, recycled and potable
 - xi. Wastewater projects
 - xii. Water supply projects
 - xiii. Electrical
 - xiv. Architectural
 - xv. Major building renovations
 - xvi. Grant application support

2.2 TYPICAL SERVICES REQUIRED

- a) The required services and abilities required to successfully perform engineering design services on the project types listed above include, but are not limited to:
 - i. Preparation of plans, specifications and estimates
 - ii. Plan Check/Peer Review
 - iii. Preparation of project drawings in CAD
 - iv. Constructability Review and Plan Check
 - v. Understanding and application of standard details and specifications from:
 - o City of Oxnard
 - o Caltrans
 - o Greenbook

- APWA
- AWWA
- County of Ventura
- City of Ventura
- vi. Best Management Practices
- vii. Ability to work with utilities, special districts, and public agencies in and adjacent to the City of Oxnard, as well as federal and state agencies
- viii. Understanding of environmental regulations relevant to construction activities
- ix. Consultant is responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract or potential legal issues among others
- x. Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects
- xi. Consultant and its sub-consultants shall pay employees the applicable wages as determined by California Department of Industrial Relations and Federal, State and local laws

2.3 REQUIREMENTS

a) Consultant(s) shall meet the following requirements:

- i. Experience: The Consultant must have a minimum of 5 years' experience providing Engineering services to municipalities of similar size or sufficient experience in Design and Plan Check/Peer Review of similar projects. Specifically, experience should include, but not be limited to all projects types listed herein.
- ii. Compliance: Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.
- iii. Reporting: Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City. Reports shall include project status by deliverable or milestone and an issues log. Additional reporting may be required as needed.

3.0 GEOTECHNICAL ENGINEERING

BACKGROUND

- a) The City of Oxnard Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Geotechnical Engineering services as needed by the City. The City is anticipating a variety of construction projects to commence in the near future. It is the City's intention to enter into contracts with multiple firms for professional Geotechnical Engineering services. The City will be evaluating consultant firms for providing Geotechnical Engineering for various funded projects. By contracting with multiple firms the City will have the flexibility to obtain geotechnical services in a timely manner.
- b) The successful Consultant(s) will work closely with City personnel and be responsible for:
- i. The review and/or preparation of geotechnical documents
 - ii. Studies and recommendations

- iii. Oversight of field work such as drilling, boring and any other sampling techniques
 - iv. Preparation of project drawings in CAD.
- c) The City of Oxnard is hereinafter referred to as "City". The firm with professional Geotechnical Engineering services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services as further described in this section.

3.1 PROJECT DESCRIPTION

- a) The City is seeking professional Geotechnical Engineering services to comply with required documents and requirements. The Consultant will be asked to provide all necessary Geotechnical Engineering services as needed by the City. In performing all professional Geotechnical Engineering services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. The City has a variety of public works construction projects scheduled within the next several years, as well as other developments requiring geotechnical services.
- b) The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.
- c) Below is a list of anticipated project types covered by this RFQ. Any prequalified consultant may be selected for one or more of these types of projects, based on qualifications and availability.
- i. Grading and Site Clearing
 - ii. Seepage Control and Dewatering Analysis
 - iii. Foundation Design
 - iv. Pavement Design
 - v. Pile Design
 - vi. Submerged and Partially Submerged Retainment Structure Design
 - vii. Compacted Fills Soil Classification and Physical Properties
 - viii. Slope Stability and Protection
 - ix. Hazardous Materials Seismic Stability
 - x. Liquefaction
 - xi. Open and Braced Excavations (Shallow and Deep)
 - xii. Material Testing
 - xiii. Groundwater Analysis
 - xiv. Flexible Retaining Structures
 - xv. Construction Inspection
 - xvi. Special Inspection
 - xvii. Subsurface Geotechnical Investigation
 - xviii. Field exploration, laboratory testing, and instrumentation
 - xix. Analysis of sites for drywell projects

- xx. Grant application support (draft applications, graphic attachments, benefit cost analysis)

3.2 TYPICAL SERVICES REQUIRED

The required services and abilities required to successfully perform Geotechnical Engineering services on the project types listed above include, but are not limited to:

- a) Constructability Review and Plan Check
- b) Understanding and application of standard details and specifications from:
 - i. City of Oxnard
 - ii. Caltrans
 - iii. Greenbook
 - iv. APWA
 - v. AWWA
 - vi. County of Ventura
 - vii. City of Ventura
- c) Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects
- d) Best Management Practices
- e) Ability to work with utilities, special districts, and public agencies in and adjacent to the City of Oxnard
- f) Understanding of environmental regulations relevant to construction activities
- g) Unless already existing, Consultant should establish a local project office in Ventura County within close proximity to the Project, as necessary
- h) Consultant is responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract or legal issues among others
- i) Consultant and its sub-consultants shall pay employees the applicable wages as determined by California Department of Industrial Relations and Federal, State and local laws

3.3 REQUIREMENTS

Consultant(s) shall meet the following requirements:

- a) Experience: The Consultant must have a minimum of 5 years' experience providing Geotechnical Engineering services to municipalities of similar size or sufficient experience in Design and Plan Check/Peer Review. Specifically, experience should include, but not be limited to all project types listed herein.
- b) Deadlines: The Consultant must meet the deadlines listed in the various Project schedules. The Consultant will have the opportunity to help create the schedule, but once finalized must adhere to it/them.
- c) Compliance: Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.

- d) Reporting: Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City. Reports shall include project status by deliverable or milestone and an issues log. Additional reporting may be required as needed.

4.0 TRAFFIC ENGINEERING

BACKGROUND

- a) The City of Oxnard Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Traffic Engineering services as needed by the City. The City is anticipating a variety of traffic engineering and transportation planning projects to commence in the near future. As such, the City is actively seeking Consultants familiar and experienced with Traffic Engineering and applicable federal, state and local standards and guidelines. It is the City's intention to enter into contracts with a number of firms for professional Traffic Engineering services. By contracting with a number of firms, the City will have the flexibility to obtain traffic services in a timely manner and work on multiple projects simultaneously.
- b) The successful Consultants will work closely with City personnel including the City Traffic Engineer on an as-needed basis to assist staff in keeping a variety of projects on schedule and within budget. The City of Oxnard is hereinafter referred to as "City". The firms with professional Traffic Engineering services are hereinafter referred to as "Consultants". Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in this section.

4.1 PROJECT DESCRIPTION

- a) The City is seeking professional Traffic Engineering services to assist the Public Works Department in carrying out many project types as listed below. In performing the professional Traffic Engineering services, the Consultants shall work to protect the interests of the City and to provide the highest quality services possible.
- b) It is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, the City is not required to incorporate any of the recommendations or comments. No subcontractors shall be utilized without prior authorization by the City.
- c) Below is a list of the anticipated project types covered by this RFQ. Any prequalified consultant may be selected for one or more of these types of projects, based on qualifications and availability.
- i. Traffic and parking studies including warrant analysis as applicable
 - ii. Transportation demand management programs
 - iii. Signal timing and coordination plans, and recommendations on signal maintenance and upgrades
 - iv. Planning and conceptual designs of traffic diversion and calming plans including roundabouts

- v. Planning and conceptual designs of complete streets in light of established standards and guidelines, as well as assessment of potential operational impacts (Such as the impacts on auto traffic that could result from a road diet to provide bike lanes)
- vi. Development and updates of transportation related policies and guidelines such as transportation master plans
- vii. Grant writing for state and regional funding programs for traffic studies and improvement projects
- viii. Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects
- ix. Review of the traffic and parking aspects of City capital improvement projects
- x. Multi-modal travel modeling and traffic volume forecasts
- xi. Establishment and updates of transportation related fees such as traffic impact fees
- xii. Traffic and parking management and control plans
- xiii. Data collection including multi-modal traffic volumes, traffic speeds, origin-destination surveys, travel time and delays, and parking utilization
- xiv. Sign and pavement marking retro-reflectivity assessment, and data processing

4.2 TYPICAL SERVICES REQUIRED

- a) The services and abilities required to successfully perform Traffic Engineering services on the project types listed above include, but are not limited to:
 - i. Understanding and application of the Institute of Transportation Engineers (ITE) Trip and Parking Generation Manuals, City of Oxnard zoning ordinance; Climate Action Plan and General Plan, California Manual on Uniform Traffic Control Devices (CA MUTCD), National Association of City Transportation Officials (NACTO), CA Standard Plans and Specifications, etc.
 - ii. Understanding and application of relevant operational and travel modeling software such as Synchro, Sidra, Visum, and EMME2
 - iii. Best Management Practices
 - iv. Understanding of environmental regulations relevant to the transportation system
 - v. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others
 - vi. Consultants and any sub-consultants shall pay their employees the applicable prevailing wages as determined by California Department of Industrial Relations and Federal, State and local laws

4.3 REQUIREMENTS

Consultant(s) shall meet the following requirements:

- a) Experience: The Consultant must have a minimum of 5 years' experience providing Traffic Engineering services to municipalities of similar size or sufficient experience in the transportation planning and traffic engineering. Specifically, experience should include but are not limited to: safety studies, operational studies, warrant analysis, signal operations, conceptual road designs and data collection and travel modeling.

- b) Deadlines: The Consultant must meet the deadlines listed in the various project schedules. The Consultant will have the opportunity to help create the schedule, but once finalized must adhere to it.
- c) Compliance: Consultant shall comply with all applicable Federal, State and local standards and requirements. This includes City insurance and indemnification requirements.
- d) Reporting: Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City. Reports shall include project status by deliverable or milestone and an issues log. Additional reporting may be required as needed.

5.0 SURVEYING

BACKGROUND

- a) The City of Oxnard Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified land surveying professionals to provide map check, legal description check, corner record preparation and lot line adjustment services, as well as other professional surveyor services as needed by the City. The purpose of the contract is to provide the Public Works Department with the ability to obtain assistance quickly to satisfy City of Oxnard customers and City Staff. Currently, no one on City Staff is qualified to sign the City Surveyor Statement attesting to the technical correctness on Final Maps and Parcel Maps, or to prepare or review legal descriptions and corner records. It is the City's intention to enter into contracts with multiple firms for surveying services. By contracting with multiple firms the City will have the flexibility to obtain professional surveyor consulting services in a timely manner.
- b) The City of Oxnard is hereinafter referred to as "City". The firm with a professional land surveyor is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services as further described in this section.

5.1 PROJECT DESCRIPTION

- a) The Consultant will be asked to provide all necessary map check, legal description check, corner record preparation and lot line adjustment review services, as well as other professional surveyor services as needed by the City. In performing all professional surveyor services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. All services shall be performed under the direction of a Professional Land Surveyor licensed in the State of California. No subcontractors shall be utilized without prior authorization by the City.
- b) The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the

recommendations or comments.

5.2 Map Check Services Component

Parcel Maps and Final Maps are to be reviewed at a minimum for mathematical closure and compliance with the Subdivision Map Act, the Professional Land Surveyors' Act, the City of Oxnard Subdivision Ordinance, the approved Tentative Map, the approved Conditions of Approval and a current Title Report.

5.3 The map checks shall include, but are not necessarily limited to:

- a) Review of survey documentation
- b) Lot and boundary closure calculations
- c) Dedications and easement provisions
- d) Legal descriptions and completeness and accuracy of data notation
- e) Review of completeness of submittals
- f) Document submittal deficiencies and advise the City as necessary
- g) Identify any additional reference materials required for a thorough map check
- h) Parcel Map Approval - Sign and stamp City Surveyor's Statement attesting to technical correctness on Parcel Maps in accordance with Chapter 2, Maps; Article 3, Section 66450
- i) Final Map Approval - Sign and stamp City Surveyor's Statement attesting to technical correctness on Final Maps in accordance with Chapter 2, Maps; Article 2, Section 66442

5.4 Some of the specific items that shall be reviewed and/or map checked are as follows:

- a) Title sheet information
- b) Current legal descriptions
- c) Correct assessor's parcel being subdivided per the Title Report
- d) Closure of subdivision boundary and individual lots
- e) Verify lot areas
- f) Check for correct mathematics
- g) Proper delineation and identification of record data
- h) All appropriate data in the Title Report is shown on the map
- i) Proper reference to adjacent record maps is shown
- j) Proper references and ties to found/set monuments are shown
- k) Calculated, recorded, and measured distances agree, or variances are noted on the map
- l) Verify ownership shown on the map against the Title Report
- m) Compliance with the Subdivision Map act and City of Oxnard Subdivision Ordinance

5.5 Legal Description Check Services Component

Legal descriptions shall be reviewed at a minimum for completeness for mathematical closure (when applicable), compliance with the Professional Land Surveyors' Act, and conformance with current Title Report. Grant Deed, Easement Deed and other document forms that may be included in the review

process. Legal description checks include, but are not necessarily limited to:

- a) Closure calculations
- b) Legal description completeness
- c) Review of completeness of deed exhibit map
- d) Document submittal deficiencies and advise the City as necessary
- e) Identify any additional reference materials required for a thorough deed check
- f) Approval - Sign and stamp legal description legal description

5.6 Corner Record Services Component

Corner Records shall be reviewed or prepared and filed in conformance with Business and Professions Code Section 8771 and Ventura County Surveyor requirements, documenting the locations of existing monuments that are in jeopardy of being destroyed, obscured or obliterated when a capital improvement project is constructed or reconstructed. Corner record services include, but are not necessarily limited to:

- a) Review of corner records prepared by City Staff or contracted Consultant for completeness and accuracy
- b) Prepare corner records
- c) Approve - sign and stamp corner record for filing with County Surveyor's Office

5.7 Lot Line Adjustment and Lot Merger Services Component

- a) Lot line adjustment and Lot Merger documents shall be reviewed or prepared at a minimum for compliance with the City of Oxnard Lot Line Adjustment and Lot Merger Requirements, the Subdivision Map Act, and the Land Surveyor's Act.
- b) Lot line adjustment and Lot Merger services include, but are not necessarily limited to:
 - i. Review/prepare legal descriptions associated with lot line adjustments
 - ii. Civil Code 1093 clause on face of Legal description
 - iii. Acknowledgement (Notary Statement)
 - iv. Exhibit A (Legal description of property being conveyed)
 - v. Exhibit B (Sketch of legal description in Exhibit A)
 - vi. Review/prepare Partial Reconveyance documents
 - vii. Review/prepare Modified Deed of Trust
 - viii. Review/prepare Owner's Certificate and Certificate of Holders of Record Title
 - ix. Review/prepare Notice Document (if applicable)
 - x. Verify ownership shown on documents against the Title Report

5.8 Field Services

Complete field services performed at the request of the City will include but are not necessarily limited

to the following:

- i. Construction
- ii. Geodetic Control
- iii. Boundary
- iv. Right of way location
- v. Monitoring I Subsidence surveys
- vi. Supplemental Ground Topography

5.9 REQUIREMENTS

Consultant(s) shall meet the following requirements:

- a) Experience: The Consultant must have a minimum of 5 years' experience providing map checking and survey field services to municipalities of similar size or sufficient experience with preparing and recording final maps, parcel maps, lot line adjustments, corner records and legal descriptions. Specifically, experience should include, but not be limited to: subdivision map checking or preparation, creating and reviewing closure calculations, creating and reviewing easements and right-of-way documents, reading and using title reports, collecting topographic site features and surface utilities, etc.
- b) Deadlines: A maximum review time for initial map check, legal description check, corner record check, and lot line adjustment check of twenty (20) business days, not including transit time from and to City of Oxnard Public Works Department. Each subsequent document check, if necessary, shall not require more than ten (10) business days, not including transit time.
- c) Compliance: Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.
- d) Reporting: Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City. Reports shall include project status by deliverable or milestone and an issues log. Additional reporting may be required as needed.

6.0 LANDSCAPE ARCHITECTURE AND DESIGN

BACKGROUND

The City of Oxnard Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Landscape Architecture and Design services as needed by the City. It is the City's intention to enter into contracts with multiple firms for Landscape Architecture and Design services. The City will be evaluating consultant firms for providing services for various funded projects. By contracting with multiple firms, the City will have the flexibility to obtain these services in a timely manner.

6.1 The successful Consultant(s) will be able to provide the City with:

- a) Full site grading and drainage
- b) Landscape design including drought tolerant and native
- c) Park facilities design
- d) Lighting design
- e) Light Impact Design elements
- f) Architectural and plumbing service for restroom facilities
- g) Park signage and monumentation
- h) Grant application support (draft applications, graphic attachments, benefit cost analysis)

The City of Oxnard is hereinafter referred to as "City". The firm with professional Landscape Architecture and Design services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services as further described in this section.

6.2 PROJECT DESCRIPTION

The City is seeking professional Landscape Architecture and Design services to comply with required documents and requirements. The Consultant will be asked to provide all necessary services as needed by the City. In performing all professional services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. The City has a variety of public works construction projects scheduled within the next two years, as well as other developments requiring these services.

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments. No subcontractors shall be utilized without prior authorization by the City.

6.3 TYPICAL SERVICES REQUIRED

The services and abilities required to successfully perform Landscape Architecture and Design services on City projects include, but are not limited to:

- a) Developing preliminary plans and working drawings
- b) Preparing cost estimates and work schedules
- c) Preparation of specifications and construction support
- d) The landscape architectural consultant must have specific design expertise with landscape designed for United States Green Business Council (USGBC), Leadership in Energy and Environmental Design (LEED) building projects, and shall have a LEED accredited professional as part of the project staff.
- e) The landscape architecture firm will also facilitate discipline coordination, coordination between the City and any regulatory agencies as required.

- f) Understanding of standard details and specifications from:
 - i. Caltrans
 - ii. Greenbook
 - iii. APWA
 - iv. AWWA
 - v. City of Oxnard
 - vi. County of Ventura
 - vii. City of Ventura

6.4 REQUIREMENTS

Consultant(s) shall meet the following requirements:

- a) Experience: The Consultant must have a minimum of 5 years' experience providing Landscape Architecture and Design services to municipalities of similar size or sufficient experience in Landscape Architecture and Design services. Specifically, experience should include, but not be limited to: Parks, streets, street medians and shoulders, storm drain and bridge construction, etc.
- b) Compliance: Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.
- c) Reporting: Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City. Reports shall include project status by deliverable or milestone and an issues log. Additional reporting may be required as needed.

7.0 ENVIRONMENTAL PLANNING AND PERMITTING SERVICES

BACKGROUND

- a) The City of Oxnard Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Environmental Planning and Permitting Services as needed by the City. The City is anticipating a variety of Public Works Capital Improvement Program projects to commence in the near future. As such, the City is actively seeking Consultants familiar and experienced with environmental permitting and planning procedures specifically for Public Works type projects. Consultant must be familiar with local, state and federal regulations. Consultant would serve on a Project Development Team; in some cases the Consultant would be the sole provider of environmental services, and on larger projects the Consultant would assist Staff in managing the work of a larger environmental services firm. By having multiple firms on the short list the City will have the flexibility to obtain these services in a timely manner and avoid possible conflicts of interest.
- b) It is the City's intention to enter into contracts with multiple firms for Environmental Planning and Permitting services. The successful Consultant(s) will be able to provide the City with Environmental Planning and Permitting Services on an as-needed basis to assist Staff in keeping a variety of Public Works projects on schedule.

- c) The City of Oxnard is hereinafter referred to as "City." The firm with professional Environmental Planning and Permitting services is hereinafter referred to as "Consultant." Consultant is invited to submit a written SOQ for any or all of the services as further described in this section.

7.1 PROJECT DESCRIPTION

The City is seeking professional Environmental Planning and Permitting Services to assist the Public Works Department in keeping a variety of Public Works projects on schedule. Tasks may include any of the following:

- a) Participate in the Project Development Team
- b) Assist Public Works staff in navigating the environmental planning and permitting process.
- c) Create and file California Environmental Quality Act (CEQA) Categorical Exemptions (CE) documents
- d) Assist with filling out permit applications
- e) Review and provide comments and/or proposed mitigations to Public Works on environmental documents such as Initial Studies/Scoping documents, Environmental Impact Reports, Mitigated Negative Declarations
- f) Interface with City Planners on behalf and with Public Works staff when necessary to facilitate the process.
- g) In performing all Environmental Planning and Permitting Services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City.
- h) The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments. No subcontractors shall be utilized without prior authorization by the City.
- i) Below is a sample list of anticipated projects types that are covered by this RFQ. Any prequalified consultant may be selected for one or more of these construction projects, based upon qualifications and availability.
 - i. Bridge Rehabilitation and Maintenance
 - ii. Park Improvements
 - iii. Drainage Projects
 - iv. Flood Control Projects
 - v. Paving and Overlay
 - vi. Roundabouts
 - vii. Road Extension/new roads
 - viii. Landscaping
 - ix. Bike Paths/Bike Lanes
 - x. Pedestrian Improvements
 - xi. Parking Lot Improvements

- xii. Alley improvements
- xiii. Grant application support

7.2 TYPICAL SERVICES REQUIRED

The services and abilities required to successfully perform Environmental Planning and Permitting Services on the project types listed above include, but are not limited to:

- a) Application of state and local laws and ordinances and the City's Municipal Code
- b) Application of CEQA and National Environmental Policy Act (NEPA)
- c) Thorough knowledge and understanding of the City's General Plan
- d) Attendance at internal and external meetings with staff and other consultants
- e) Attendance at Design Review Board (DRB) and Planning Commission
- f) Assist in preparation of Staff Reports and Exhibits for DRB and Planning Commission
- g) Review mitigation plans
- h) Application of the Storm Water Management Plan and the Regional Water Quality Control Board requirements
- i) Understanding of and experience working with various agencies including but not limited to:
 - i. Caltrans
 - ii. Coastal Commission
 - iii. City and County of Ventura
 - iv. Fish and Wildlife
 - v. Army Corps of Engineers
 - vi. Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects

7.3 REQUIREMENTS

Consultant(s) shall meet the following requirements:

- a) Experience: The Consultant must have a minimum of 5 years' experience providing Environmental Planning and Permitting Services to municipalities of similar size or sufficient experience with reviewing providing comments and conditioning development projects.
- b) Deadlines: The Consultant must meet the deadlines listed in the various Project schedules. The Consultant will have the opportunity to help create the schedule, but once finalized must adhere to it/them.
- c) Compliance: Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.
- d) Reporting: Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City. Reports shall include project status by deliverable or milestone and an issues log. Additional reporting may be required as needed.

8.0 ENGINEERING PLAN REVIEW

BACKGROUND

The City of Oxnard is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Engineering Plan Review services for land development projects as needed by the City. The City is anticipating a variety of land development projects to commence in the near future. As such, the City is actively seeking Consultants familiar and experienced in providing engineering review of land development projects. Consultant will review construction documents for conformance to conditions of approval, City engineering design standards, applicable laws and good engineering practice. It is the City's intention to enter into contracts with multiple firms for Engineering Plan Review services. By contracting with multiple firms the City will have the flexibility to obtain said services in a timely manner.

The City of Oxnard is hereinafter referred to as "City". The firm with professional Engineering Plan Review services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in this section.

8.1 PROJECT DESCRIPTION

- a) The City is seeking professional Engineering Plan Review services for land development construction plans to assist the City in processing privately financed development engineering construction projects. The services will include all necessary work to review engineering improvement plans (Street, Water, Wastewater, Storm Drain, Signage, Striping, Signal, etc.) and associated calculations and reports (Hydraulics & Hydrology, Wastewater, Water, Geotechnical, etc.) from initial submittal to final recommendation for approval by the City Engineer. Said review may include any of the following:
 - i. New Development Construction Submittal Review
 - ii. Provide engineering plan check review of grading and utility (water, wastewater, and storm drain) plans for private onsite land development projects. Review would include all onsite private improvements (parking lot and utilities).
 - iii. Provide engineering plan check review of grading and utility (water, wastewater, and storm drain), and street plans for public improvements (within right-of-way and easements) that were prepared as a part of a private land development project.
 - iv. Review plans and calculations for compliance with the Countywide storm water quality (MS4) permit.
 - v. Review and provide comments on drainage, wastewater, and water calculations/reports.
 - vi. Review and provide comments on the technical correctness of proposed easement legal descriptions.
- b) The Consultant will review all pertinent submittal documents and provide written comments to the City. Consultant would meet with the City and private developer's engineer on an as-needed basis to discuss comments.

- c) In performing Engineering Plan Review services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City
- d) The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments. No subcontractors shall be utilized without prior authorization by the City.
- e) Below is a sample list of anticipated projects types that are covered by this RFQ. Any prequalified consultant may be selected for one or more of these construction projects, based upon qualifications and availability:
 - i. Residential and Commercial Subdivisions
 - ii. Commercial Site Developments
 - iii. Residential Site Developments

8.2 TYPICAL SERVICES REQUIRED

The required services and abilities required to successfully perform Engineering Plan Review services on the project types listed above include, but are not limited to:

- i. Review civil improvement plans
- ii. Review Drainage, Water, Wastewater and MS4 Studies
- iii. Review SWPPP submittals
- iv. Review plans for compliance with disabled access requirements
- v. Attend internal and external meetings with staff, developer, and developer's consultant
- vi. Application of state and local laws and ordinances and the City's Municipal Code
- vii. Application of the Subdivision Map Act
- viii. Review of project plans in relation to public impacts/improvements
- ix. Understanding of standard details and specifications from:
 - a) Caltrans
 - b) Greenbook
 - c) APWA
 - d) City of Oxnard
 - e) County of Ventura

8.3 REQUIREMENTS

Consultant(s) shall meet the following requirements:

- a) Experience: The Consultant must have a minimum of 5 years' experience providing Engineering Plan Review to municipalities of similar size or sufficient experience with reviewing grading, utility, and pavement plans for private development projects. Specifically, experience should

include, but not be limited to: subdivision maps, development plans, commercial and residential developments and reading and using title reports, etc.

- b) Deadlines: A maximum review time for initial review of a project is fifteen (15) business days, not including transit time from and to City of Oxnard. Each subsequent review, if necessary, shall not require more than ten (10) business days, not including transit time.
- c) Compliance: Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.
- d) 4 Reporting: Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City. Reports shall include project status by deliverable or milestone. Additional reporting may be required as needed.

9.0 CONSTRUCTION MANAGEMENT, INSPECTION AND TESTING

BACKGROUND

The City of Oxnard Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Construction Management, Inspection and Materials Testing (CMIT) services as needed by the City. It is the City's intention to enter into contracts with multiple firms for Construction Management, Inspection and Testing services. The City will be evaluating consultant firms for providing CMIT for various funded projects. By contracting with multiple firms the City will have the flexibility to obtain inspection services in a timely manner.

The successful Consultant(s) will be able to provide the City with full CMIT services including, but not limited to, a Resident Engineer with a Civil Engineering license in the State of California.

The City of Oxnard is hereinafter referred to as "City". The firm with professional CMIT services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in section.

9.1 PROJECT DESCRIPTION

The Consultant will be asked to provide all necessary CMIT services as needed by the City. In performing all professional CMIT services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. The City has a variety of public works construction projects scheduled within the next two years, as well as private developments requiring public works inspection.

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments. The Consultant should comply with all grant funding or grant administration requirements

including record keeping during construction.

9.2 TYPICAL SERVICES REQUIRED

The required services and abilities required to successfully perform CMIT services on the projects listed above include, but are not limited to:

- a) Constructability Review
- b) Oversight of Construction Surveying and Material Testing
- c) Pre-Job Coordination and Administration Activities
- d) Understanding of standard details and specifications from:
 - i. Caltrans
 - ii. Greenbook
 - iii. APWA
 - iv. AWWA
 - v. City of Oxnard
 - vi. County of Ventura
 - vii. City of Ventura
- e) Experience in documentation of activities through Daily Inspection Logs
- f) Construction Safety Orders
- g) Best Management Practices
- h) Inspection of:
 - i. Traffic Control
 - ii. Storm Water Prevention Measures
 - iii. General Street Construction
 - iv. Underground Utility Construction
 - v. Traffic Signal Installation
 - vi. Landscaping and Irrigation Installation
 - vii. Street Striping
 - viii. Pipeline installation: sewer, recycled and potable
 - ix. Wastewater projects
 - x. Water supply projects
 - xi. Electrical
 - xii. Architectural
 - xiii. Major building renovations
- i) Ability to work with utilities and public agencies in and adjacent to the City of Oxnard
- j) Understanding of environmental regulations relevant to construction activities
- k) Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects

9.3 REQUIREMENTS

Consultant(s) shall meet the following requirements:

- a) Experience: The Consultant must have a minimum of 5-years' experience providing CMIT services to municipalities of similar size or sufficient experience in CMIT services for similar projects. This shall include working with funding segregation, state and federal funds and grant funds. Specifically, experience should include, but not be limited to all project types listed herein. .
- b) Compliance: Consultant shall comply with all applicable Federal, State, and local laws and ordinances. This includes City insurance and indemnification requirements.
- c) Reporting: Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City. Reports shall include project status by deliverable or milestone and an issues log. Additional reporting may be required as needed.

ATTACHMENT C EVALUATION PROCESS

All submittals will be evaluated by the City's Selection Committee. The Committee shall be composed of City staff that possess expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the qualification(s) shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City's Purchasing Department only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each submittal meeting the qualification requirements set forth in this RFQ. Consultant(s) should bear in mind that any submittal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City's requirements as set forth in this RFQ.

The selection process may include oral interviews. The Consultant(s) may be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of qualification(s).
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of qualification(s) by Evaluation Committee members.

4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Appropriate Professional Licensure	Pass/Fail
3	City-required insurance coverage	Pass/Fail
4	Firm's General Professional Experience	10
5	Firm's Experience for Service Category	40
6	Firm's Experience with Public Agencies	10
7	Qualification, Experience, and Education of Professional Management	20
8	Qualification, Experience, and Education of Professional Staff	20
Subtotal:		100



**ATTACHMENT D
CERTIFICATION**

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

Date: _____ Proposer's Name _____

Name, Title and Signature _____

Name, Title and Signature _____

The City requires the following: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners. If your entity has a different structure, or if the above-listed persons are not the appropriate signers, submit to the City Attorney legally-binding documentation stating who can sign and bind the proposer.

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: September 3, 2019
- (2) Consultant: Kennedy/Jenks Consultants, Inc.
- (3) Services: On-Call Engineering Services
- (4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date listed above
- (5) Agreement Ending Date: September 3, 2022
- (6) Total Agreement Amount: \$750,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Jeff Savard
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

2775 North Ventura Road, Suite 100
Oxnard, CA 93036
Attn: Jeff Savard, Vice President

FOR CITY:

305 West Third Street, East Wing, Third Floor
Oxnard, CA 93030
Attn: Tatiana Arnaout, Interim City Engineer

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

jeffsavard@kennedyjenks.com

CITY'S PROJECT MANAGER:

tatiana.arnaout@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall 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 City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. 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. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. 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 subcontractors. 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.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. 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.

10. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. 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.

14. 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.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been

completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys’ fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, “Claims”), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant’s work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant’s indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in “(9) Insurance Coverage” on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City’s Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City’s Risk Manager evidence of insurance coverage as specified in “(9) Insurance Coverage” on the Cover Page and in the Insurance Exhibit. 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, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement (“Documents and Materials”) shall be the City’s property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered “works made for hire,” and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights,

shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or

omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. 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.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. 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, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. 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 Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees 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 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 or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant 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. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant'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 Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. 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.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. 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 City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City'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. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. 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. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Force Majeure. Neither City 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 are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

KENNEDY/JENKS CONSULTANTS, INC

☒ Tim Flynn, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

 Jeffrey Savard, Vice President _____ Date

 Donald R. Weiden, Secretary _____ Date

ATTEST:

 Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date

APPROVED AS TO FORM:

 Stephen M. Fischer, City Attorney (always required) _____ Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

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.

SCOPE OF SERVICES EXHIBIT

Construction Management, Inspection and Testing Scope of Work

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is 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. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. Construction Management
2. Constructability Review
3. Oversight of Construction Surveying and Material Testing
4. Pre-Job Coordination and Administration Activities
5. Understanding of standard details and specifications from:
 - a. Caltrans
 - b. Greenbook
 - c. APWA
 - d. AWWA
 - e. City of Oxnard
 - f. County of Ventura
6. Experience in documentation of activities through Daily Inspection Logs
7. Construction Safety Orders
8. Best Management Practices
9. Inspection of:
 - a. Traffic Control
 - b. Storm Water Prevention Measures
 - c. General Street Construction
 - d. Underground Utility Construction
 - e. Traffic Signal Installation
 - f. Landscaping and Irrigation Installation
 - g. Street Striping
 - h. Pipeline installation: sewer, recycled and potable
 - i. Wastewater projects
 - j. Water supply projects
 - k. Electrical
 - l. Architectural
 - m. Major building renovations
10. Ability to work with utilities and public agencies in and adjacent to the City of Oxnard
11. Understanding of environmental regulations relevant to construction activities
12. Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects
13. Additional professional services offered by Consultant

Engineering Scope of Work

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is 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. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. The generation of complete set of plans, specifications and construction engineering estimates for City wide projects. Project types may include, but not be limited to:
 - a. Bike and pedestrian facilities (bike lanes, pedestrian paths)
 - b. City Park improvements- restrooms, parking lots, service roads
 - c. Preliminary engineering in support of grant applications (feasibility studies, draft applications, graphic attachments, benefit cost analysis)
 - d. Traffic signal design (new signals, signal modifications, signal synchronization)
 - e. Drainage improvement projects
 - f. Intersection modification
 - g. Pavement maintenance projects.
 - h. Sidewalk infill
 - i. Alley improvements
 - j. Pipeline design: sewer, recycled and potable
 - k. Wastewater projects
 - l. Water supply projects
 - m. Electrical
 - n. Architectural
 - o. Grant application support
2. Plan check and peer review
3. Constructability review
4. Coordination with utilities, special districts, and public agencies
5. Preparation of project drawings in CAD
6. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others
7. Additional professional services offered by Consultant

Environmental Planning and Permitting Scope of Work

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is 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. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. Participate in the Project Development Team
2. Assist Public Works staff in navigating the environmental planning and permitting process
3. Secure environmental clearances for City CIP projects
4. Assist with filling out permit applications
5. Review and provide comments and/or proposed mitigations to Public Works on environmental documents such as Initial Studies/Scoping documents, Environmental Impact Reports, Mitigated Negative Declarations
6. Interface with City Planners on behalf and with Public Works staff when necessary to facilitate the process
7. In performing all Environmental Planning and Permitting Services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City
8. The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments. No subcontractors shall be utilized without prior authorization by the City
9. Below is a sample list of anticipated projects types that are covered by this RFQ. Any prequalified consultant may be selected for one or more of these construction projects, based upon qualifications and availability
 - a. Bridge Rehabilitation and Maintenance
 - b. Park Improvements
 - c. Drainage Projects
 - d. Flood Control Projects
 - e. Paving and Overlay
 - f. Roundabouts
 - g. Road Extension/new roads
 - h. Landscaping
 - i. Bike Paths/Bike Lanes
 - j. Pedestrian Improvements
 - l. Parking Lot Improvements
 - l. Alley improvements
10. Grant application support
11. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others
12. Additional professional services offered by Consultant

RATES AND COSTS EXHIBIT

Classification	Hourly Rate
Engineer-Scientist-Specialist 1	\$130
Engineer-Scientist-Specialist 2	\$155
Engineer-Scientist-Specialist 3	\$170
Engineer-Scientist-Specialist 4	\$185
Engineer-Scientist-Specialist 5	\$200
Engineer-Scientist-Specialist 6	\$225
Engineer-Scientist-Specialist 7	\$250
Engineer-Scientist-Specialist 8	\$270
Engineer-Scientist-Specialist 9	\$290
Construction Manager	\$225
Construction Inspector	\$175
CAD Technician	\$105
Senior CAD Technician	\$120
CAD Designer	\$145
Senior CAD Designer	\$160
Project Administrator	\$120
Administrative Assistant	\$100
Aide	\$75

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent (10%) 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 and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permit 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.

INSURANCE EXHIBIT

Exhibit INS-A

**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 (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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 and 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.

7/19

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 \$1,000,000 LIMIT 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****Attn: Insurance Compliance****Reference No.** _____**P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****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

[illegible]

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: September 3, 2019
- (2) Consultant: Filippin Engineering, Inc.
- (3) Services: On-Call Engineering Services
- (4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date listed above
- (5) Agreement Ending Date: September 3, 2022
- (6) Total Agreement Amount: \$250,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Gino Filippin
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

345 – E S. Fairview Avenue
Goleta, CA 93117
Attn: Gino Filippin, President

FOR CITY:

305 West Third Street, East Wing, Third Floor
Oxnard, CA 93030
Attn: Tatiana Arnaout, Interim City Engineer

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

gino@fecivil.com

CITY'S PROJECT MANAGER:

tatiana.arnaout@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall 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 City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. 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. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. 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 subcontractors. 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.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. 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.

10. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. 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.

14. 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.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been

completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys’ fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, “Claims”), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant’s work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant’s indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in “(9) Insurance Coverage” on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City’s Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City’s Risk Manager evidence of insurance coverage as specified in “(9) Insurance Coverage” on the Cover Page and in the Insurance Exhibit. 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, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement (“Documents and Materials”) shall be the City’s property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered “works made for hire,” and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights,

shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or

omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. 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.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. 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, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. 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 Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees 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 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 or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant 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. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant'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 Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. 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.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. 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 City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City'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. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. 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. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Force Majeure. Neither City 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 are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

FILIPPIN ENGINEERING, INC.

☒ Tim Flynn, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

 Gino Filippin, President _____ Date

 Janine Filippin, Secretary _____ Date

ATTEST:

 Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date

APPROVED AS TO FORM:

 Stephen M. Fischer, City Attorney (always required) _____ Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

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.

SCOPE OF SERVICES EXHIBIT

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is 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. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. Construction Management.
2. Constructability Review.
3. Oversight of Construction Surveying and Material Testing.
4. Pre-Job Coordination and Administration Activities.
5. Understanding of standard details and specifications from:
 - a. Caltrans.
 - b. Greenbook.
 - c. APWA.
 - d. AWWA.
 - e. City of Oxnard.
 - f. County of Ventura.
6. Experience in documentation of activities through Daily Inspection Logs.
7. Construction Safety Orders.
8. Best Management Practices.
9. Inspection of:
 - a. Traffic Control.
 - b. Storm Water Prevention Measures.
 - c. General Street Construction.
 - d. Underground Utility Construction.
 - e. Traffic Signal Installation.
 - f. Landscaping and Irrigation Installation.
 - g. Street Striping.
 - h. Pipeline installation: sewer, recycled and potable.
 - i. Wastewater projects.
 - j. Water supply projects.
 - k. Electrical.
 - l. Architectural.
 - m. Major building renovations.
10. Ability to work with utilities and public agencies in and adjacent to the City of Oxnard.
11. Understanding of environmental regulations relevant to construction activities.
12. Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects
13. Additional professional services offered by Consultant.

RATES AND COSTS EXHIBIT

Engineering

Engineering Technician	\$ 85.00
Senior Engineering Technician	\$ 105.00
Junior Engineer	\$ 138.00
Assistant Engineer	\$ 142.00
Associate Engineer	\$ 148.00
Senior Engineer	\$ 178.00
Principal Engineer	\$ 188.00

Construction Management

Assistant Construction Manager	\$ 145.00
Associate Construction Manager	\$ 158.00
Senior Construction Manager	\$ 178.00
Principal Construction Manager	\$ 188.00
Senior Construction Inspector (PW)	\$ 140.00
Chief Inspector/Owner's Rep (PW)	\$ 145.00
(PW) Prevailing Wage	

General

Technical/Clerical Support	\$ 78.00	Sub-Consultant	Cost + 10%
Office Engineer	\$ 98.00	Reimbursable Expenses	Cost + 5%
Senior Program Manager	\$ 180.00	Outside Consultant	Cost + 10%

Note 1: Reimbursable expenses include postage, shipping, outside plot and copy reproduction costs.

Note 2: On prevailing wage assignments, overtime rates for construction inspection = 1.3 X regular rate. Double time rates = 1.5 X regular rates. Overtime will not be performed unless authorized in writing by the client. Overtime is incurred as defined on the prevailing wage determination for construction inspector.

Note 3: Prevailing wage rates subject to change each year for multiple year contracts in conjunction with labor increases required by law.

Note 4: For mulityear agreements rates will increase at 2% each year other than prevailing wage as noted above.

PROFESSIONAL STAFF

HOURLY RATE

Staff Professional.....	\$ 125
Senior Staff Professional	\$ 135
Project Professional.....	\$ 145
Senior Project Professional	\$ 155
Senior Professional	\$ 170
Associate	\$ 185
Principal	\$ 215
Senior Principal.....	\$ 240

TECHNICAL AND OFFICE STAFF

Field Technician/Inspector - Non-Prevailing Wage, Straight Time.....	\$ 95
Field Technician/Inspector - Prevailing Wage, Straight Time	\$ 105
Construction Inspector.....	\$ 110
Construction Services Manager	\$ 150
Engineering Assistant.....	\$ 110
Office Assistant.....	\$ 70
Word Processor/Clerical	\$ 75
Laboratory Technician	\$ 75
Technical Assistant/Illustrator	\$ 80
Illustrator II	\$ 85
CADD Operator	\$ 95
GIS Technician	\$ 95
HSE Manager	\$ 160

Overtime Rates for Technical and Office Staff:

- a. Saturday or over 8 hours/day during weekdays 1.5 x straight time
- b. Saturdays over 8 hours or Sundays/holidays..... 2.0 x straight time
- c. Swing or graveyard shift premium 1.3 x straight time

HARDWARE/SOFTWARE INTERPRETIVE PROGRAMS

SMT/Fledermaus	\$ 25/hr
GIS/ACAD	\$ 25/hr
Finite Element/Finite Difference Packages.....	\$ 25/hr

OTHER DIRECT CHARGES

Field vehicle with sampling & logging equipment	\$ 200/day
Basic company vehicle	\$ 100/day

Fee Schedule is subject to periodic revision, typically at the first of the year.

LABORATORY AND SPECIALTY TESTING AND EQUIPMENT See Separate Schedules

2.0 Reimbursable Expenses. Expenses, other than personnel time charges, that are directly attributable to the performance of our professional services are billed either under separate fee schedules or as follows:

- 2.1 Transportation in personal vehicles at Internal Revenue Service rates.

- 2.2 Authorized travel expenses at cost plus 10 percent.
- 2.3 Direct project expenses, other than travel, including, but not limited to, sample shipment, subcontractors, and outside reproduction, cost plus 10 percent.
- 2.4 Time of external personnel retained for the project is charged at an assigned billing rate comparable to others in our company of corresponding expertise and experience.
- 3.0 Other Services.** Projects may require other services, such as: field exploration, field or laboratory testing, or specialized computer services, which are not covered by this schedule. Fee schedules for other services can be provided upon request.
- 4.0** The above hourly rates apply for California, U.S.A. based projects.

CALIFORNIA PROJECTS LABORATORY AND MATERIALS TESTING

CLASSIFICATION TESTS

Moisture Content (ASTM D2216)	\$ 25
Moisture and Density (ASTM D2937).....	\$ 40
- add for shelly tube with above tests	\$ 25
Reaction with HCl (ASTM D2488).....	\$ 10
Irregular Shape Density (USACE).....	\$ 55
Plastic and Liquid Limits, wet prep, 3 point LL (ASTM D4318)	\$ 170
Specific Gravity (ASTM D854).....	\$ 120
Organic Content (ASTM D2974)	\$ 100
Sand Equivalent (ASTM D2419)	\$ 95
Sieve Analysis, up to 8 sieves (ASTM D422).....	\$ 120
- add for each additional sieve in stack	\$ 10
- add for coarse fraction (>#4 sieve)	\$ 60
Percent Passing #200 Sieve (ASTM D1140).....	\$ 80
Hydrometer and Sieve (ASTM D422).....	\$ 165
Processing Clay Shales (USACE).....	\$ 75

Tests listed above include classification
(ASTM D2488 or D2487)

VOLUME CHANGE TESTS

Incremental Consolidation (ASTM D2435)	
- up to 8 load increments.....	\$ 300
- additional load increment	\$ 30
Constant Rate of Strain Consolidation	
- to 16 ksf max (ASTM D4186).....	\$ 425
- with intermediate rebound and reload	\$ 500
Expansion Index (ASTM D4829/UBC 29-1).....	\$ 235
Swell and Collapse Tests	
- wet after load, 4 point (ASTM D4546-A).....	\$ 600
- wet after load, 1 point (ASTM D4546-B).....	\$ 160
- load after wet, 1 point (ASTM D4546-C).....	\$ 200

STATIC STRENGTH TESTS

Hand Penetrometer.....	\$ 15
Torvane	\$ 25
Miniature Vane (ASTM D4648)	\$ 50
Miniature Vane with Residual	\$ 55
Unconfined Compression	
- Soil (ASTM D2166)	\$ 110
- Rock, excludes strain (ASTM D7012-C).....	\$ 140
- Rock, with axial strain (ASTM D7012-D).....	\$ 210
- add for radial strain.....	\$ 125
Triaxial Compression	
- Unconsolidated Undrained (ASTM D2850)	\$ 145
- add for back pressure saturation	\$ 90
- *Consolidated Undrained with pore pressure measurements, per point (ASTM D4767)	\$ 440
- *Consolidated Drained, per point (USACE).....	\$ 650
Direct Shear, 3 points, (ASTM D3080).....	\$ 435
- add for residual strength, per point	\$ 50
Point Load Index (ASTM D5731).....	\$ 60

*Multiply single point rate by 2 for up to 3 stages of
consolidated, drained or undrained staged triaxial tests

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, 2-3" Dia. (ASTM D2434).....	\$ 290
Constant Head, 6" Dia. Includes remolding (ASTM D2434)	\$ 375
Flexible Wall (ASTM D5084)	\$ 290
- add for additional effective stress	\$ 100

CLAY PROPERTIES & CHEMISTRY TESTS

Double Hydrometer (ASTM D4221)	\$ 290
Pinhole Dispersion (ASTM D4647)	\$ 270
Crumb Test (ASTM 6572).....	\$ 45
X-Ray Diffraction.....	\$ 300
Soil Chemistry For Corrosion	
(pH, chloride, sulfate, resistivity)	\$ 250
pH (soil or water)	\$ 30

EARTHWORK TESTS

Standard Proctor, 4 points (ASTM D698)	
- 4-inch mold	\$ 210
- 6-inch mold	\$ 245
Modified Proctor, 4 points (ASTM D1557)	
- 4-inch mold	\$ 240
- 6-inch mold	\$ 275
California Impact Compaction (Cal 216)	\$ 250
Moisture - Density Check Point	
- 4-inch mold	\$ 80
- 6-inch mold	\$ 105
- add for rock correction for above	\$ 90
Cement/ Lime Treatment	
- Moisture/Density Relation (ASTM D558)	\$ 280
- Wet & Dry Cycles, 2 spec., (ASTM D559).....	\$ 510
- Strength, w/ molding, (ASTM D1633)	\$ 95
- Est. pH for Stabilization, (ASTM D6276)	\$ 210
Index Density and Unit Weight (ASTM D4253)	
Maximum	\$ 315
Minimum	\$ 135
R-Value (ASTM D2844/Cal 301)	\$ 310
Treated Soil	\$ 325
Aggregate Base.....	\$ 335
Base with Admixture.....	\$ 350
CBR, per point (ASTM D1883).....	\$ 340
Proctor Compaction with above CBR.....	\$ 210
Surcharge for Admixture	\$ 50
Sample Preparation for Soil with PI>20.....	\$ 55

AGGREGATE TESTS

Sieve Analysis (ASTM C136/Cal202)	
- Coarse Aggregate	\$ 70
- add for samples > 5000g	\$ 30
- Fine Aggregate	\$ 120
Sand Equivalent (ASTM D2419/Cal 217).....	\$ 95

Cleanliness Value (ASTM C142/Cal 227).....	\$ 150
Durability Index (ASTM C3744/Cal 229)	
- Coarse Fraction.....	\$ 140
- Fine Fraction	\$ 140
Specific Gravity & Absorption	
- Coarse Aggregate (ASTM C127/Cal206)	\$ 80
- Fine Aggregate (ASTM C128/Cal 207)	\$ 125
% Crushed Particles, per fraction	
(ASTM D5821/Cal 205)	\$ 100
Flat & Elongated Particles (ASTM D4791).....	\$ 180
Uncompacted Void Content of Fine Aggregate (AASHTO T304)	\$ 200
Moisture Content (ASTM C566)	\$ 60
Sulfate Soundness, per fraction	
(ASTM C88/Cal 214)	\$ 125
L.A. Abrasion 500 rev. (ASTM C131/Cal 211)	\$ 215
Percent Passing #200 Sieve (ASTM C117)	\$ 85
Unit Weight and Voids (ASTM C29/Cal 212)	\$ 95
Organic Impurities (ASTM C40)	\$ 50

ASPHALT CONCRETE TESTS

Stabilometer Value (ASTM D1560/Cal 366)	\$ 160
Lab Compacted Unit Weight	
- each briquette (Cal 304/Cal 308).....	\$ 110
- surcharge for rubberized AC.....	\$ 20
Unit Weight of AC Cores (Cal 308).....	\$ 65
Theoretical Max. S.G. (Cal 309).....	\$ 150
Extraction and Sieve (ASTM D2172/D5444).....	\$ 315
Asphalt Content by Ignition (Cal 382).....	\$ 150
Calibration Curve for Ignition Test	\$ 300
Slurry Wet Track Abrasion (ASTM D3910)	\$ 70

CONCRETE, MASONRY, AND STEEL TESTS

Concrete Compression	
- Each 6x12 or 4x8 Cylinder (ASTM C39)	\$ 30
- Add for Elastic Modulus (ASTM C469)	\$ 185
- Hold or Additional Test	\$ 30
- Light Weight Concrete (CTM 548)	\$ 40
Cylinder Molds with Lids	\$ 8
Compression of Core (ASTM C42)	\$ 90
Shrinkage of Mortar and Concrete 3 Bars	
(ASTM C157).....	\$ 440
Unit Weight of Concrete Cylinders	
- Air-Dried	\$ 30
- Oven-Dried	\$ 40
Shotcrete Panel, Lab Coring & Compression	
- 3 cores (ASTM C42)	\$ 375
Grout and Mortar Compression (ASTM C39)	
- Grout.....	\$ 45
- Mortar	\$ 35
Composite Prism Compression (ASTM E447)	
- 8x8	Quote
- 8x12	Quote
- 8x16	Quote
CMU Block Compression (ASTM C140).....	Quote
CMU Absorption & Moisture (ASTM C140).....	\$ 95
Concrete Moisture Emission Test Kit, each	\$ 60
Rebar - Tensile and Bend (ASTM A-370).....	Quote

MISCELLANEOUS LABORATORY TESTS AND CHARGES

Sample Remold Surcharge	\$ 50
Special Processing.....	Hourly Rates
Extrude Tube Sample and Visually Classify.....	\$ 70
Sample Tube Cutting, each cut.....	\$ 25
Sample Preparation - Non-Routine	\$ 100
Steel Drum - 55 Gallon with Lid	\$ 80
Gas Powered Generator	\$ 80
Shelby Tube with Caps	\$ 45
Addition of Soil Admixtures and Curing.....	\$ 95
Capping of Strength Test.....	\$ 40
Weight of Roofing Materials (ASTM D2829).....	\$ 50
Density of Sprayed Fireproofing Materials	\$ 60
Static Friction Test	
- Per Surface Location (ASTM C1028)	\$ 375
Coring Equip/Bit Charge, per half day	\$ 85
Bit Charge - Difficult Materials, per half day	\$ 100
Specimen End Prep	
- Less than 4" Diameter, per cut.....	\$ 12
- 4" to 8" Diameter, per cut	\$ 18
Special Capping of Specimen	\$ 40
Patch or Grout Core Hole	\$ 35
Photograph of Sample	\$ 40
Additional Copies of Photographs	Cost + 15%
Local Site Pick up of Bulk or AC Sample	
- within 30-mile radius, per sample	\$ 60

NOTES:

- 1) Fugro Consultants, Inc.'s laboratories are accredited or validated by AASHTO (R-18), Caltrans, USACE, DSA/LEA).
- 2) The following are included at NO CHARGE:
 - a) Visual classification, natural water content and density with all triaxial, direct shear, volume change, and hydraulic conductivity tests.
 - b) Sample photographs for triaxial, hydraulic conductivity, and PLI tests.
- 3) Rates for other tests and test variations, including mix designs, can be furnished on request.
- 4) Rush assignments are subject to a 25% surcharge. Weekend or Holiday test assignments are subject to a 50% surcharge.
- 5) Testing for contaminated samples (EPA Level C & D) will be invoiced at 1.5 times listed rates.
- 6) Shipping or other outside costs at cost +15%.
- 7) Reusable thin-walled tube shipping boxes (ASTM D4220) can be provided at no cost (except for shipping charges) for samples shipped to Fugro's laboratory for testing.
- 8) Please contact the laboratory prior to shipping international soils to make proper arrangements and obtain our foreign soil permit.
- 9) A surcharge of \$1 per linear foot of test boring depth will be added to cover the cost of standard engineering field supplies including sample tubes and caps, stakes, etc.

Mini RAE (PID/LEL/CO _s) Detector	\$ 150/day
Dynamic or Stainless Steel Penetrometer	\$ 50/day
Brass or Stainless Steel Sample Sleeves.....	\$ 8/each
Use of 10 Modified Cal. Sleeves.....	\$ 30/box
Keyed-Alike Locks	\$ 25/each
55-gallon Drum	\$ 80/each
Field Filter.....	\$ 25/unit
Stainless Steel Hand-Auger Sampler	\$ 50/day
Teflon Tape - 4" roll	\$ 75/roll
Liquinox	\$ 23/bottle
Tyvek	\$ 15/each
Nitrile Gloves	\$ 20/box
Respirator Cartridges.....	\$ 10/set
Inclinometer Probe and Readout Device	\$ 185/day

Rotary Hammer.....	\$ 40/day
CPN Corp. Hydroprobe	\$ 75/day
Double-Ring Infiltrometer	\$ 75/day
Downhole Soil Samplers	\$ 75/day
(2½-inch California liner, SPT)	
Kernlevel	\$ 20/day
24-Channel Seismograph	\$ 1500/wk
Instantel Mini Mate Pro4 Vibration Monitor	\$ 150/day
Instantel Mini Mate Pro 6 Vibration Monitor	\$ 200/day
Larsen/Davis LXT Sound Monitor	\$ 120/day
Nuclear Gauge	\$ 50/day
Manometer	\$ 55/day
Asphalt/Concrete Patch	Cost + 15%
Baroid Drilling Fluid Test Kit.....	\$ 30/day
Conductivity Probe (in situ)	\$ 55/day
Fisher TW-6 Metal Detector	\$ 50/day
Gas Powered 120v Generator.....	\$ 80/day
Peristaltic Pump	\$ 50/day
Positive Displacement Pump	\$ 25/day
Temperature-pH-Conductivity Meter	\$ 25/day
Pressure Transducer.....	\$ 75/day
Water Level Indicator	\$ 20/day
Water Sampling Pump	\$ 200/day
(Bladder Pump or Electric Submersible)	
Well Bailer - Standard	\$ 25/day
Well Bailer - Disposable.....	\$ 15/each
2-inch Diameter Water Meter	\$ 20/day
4-inch Diameter Water Meter	\$ 40/day
Well Cap 2"	\$ 22/each
Digital Camera	\$ 25/day
Field Computer.....	\$ 30/day
Subcontracted Specialty Equipment	Cost + 15%

**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 (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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 and 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.

7/19

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

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

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

[illegible]

AUTOMOBILE 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:			☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim _____ (which)				
NAMED INSURED			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				OTHER PROVISIONS			
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER							
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 Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007				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 _____			

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: September 03, 2019
- (2) Consultant: MNS Engineers, Inc.
- (3) Services: On-Call Engineering Services
- (4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date listed above
- (5) Agreement Ending Date: September 03, 2022
- (6) Total Agreement Amount: \$750,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Greg Chelini, Vice President
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:
- | | |
|--|---|
| <i>FOR CONSULTANT:</i>

201 North Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103
Attn: Greg Chelini, Vice President | <i>FOR CITY:</i>

305 West Third Street, East Wing, Third Floor
Oxnard, CA 93030
Attn: Tatiana Arnaout, Interim City Engineer |
|--|---|
- (11) Contact Emails:
- | | |
|---|--|
| <i>CONSULTANT'S PROJECT
MANAGER:</i>

gchelini@mnsengineers.com | <i>CITY'S PROJECT MANAGER:</i>

tatiana.arnaout@oxnard.org |
|---|--|

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall 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 City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. 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. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. 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 subcontractors. 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.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. 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.

10. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. 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.

14. 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.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been

completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. 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, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights,

shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or

omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. 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.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. 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, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. 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 Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees 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 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 or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant 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. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant'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 Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. 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.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. 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 City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City'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. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. 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. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Force Majeure. Neither City 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 are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

MNS ENGINEERS, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

James Salvito, CEO² _____ Date _____

Greg Chelini, Vice President _____ Date _____

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date _____

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) _____ Date _____

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

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.

SCOPE OF SERVICES EXHIBIT

Construction Management, Inspection and Testing Scope of Work

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is 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. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. Construction Management.
2. Constructability Review.
3. Oversight of Construction Surveying and Material Testing.
4. Pre-Job Coordination and Administration Activities.
5. Understanding of standard details and specifications from:
 - a. Caltrans.
 - b. Greenbook.
 - c. APWA.
 - d. AWWA.
 - e. City of Oxnard.
 - f. County of Ventura.
6. Experience in documentation of activities through Daily Inspection Logs.
7. Construction Safety Orders.
8. Best Management Practices.
9. Inspection of:
 - a. Traffic Control.
 - b. Storm Water Prevention Measures.
 - c. General Street Construction.
 - d. Underground Utility Construction.
 - e. Traffic Signal Installation.
 - f. Landscaping and Irrigation Installation.
 - g. Street Striping.
 - h. Pipeline installation: sewer, recycled and potable.
 - i. Wastewater projects.
 - j. Water supply projects.
 - k. Electrical.
 - l. Architectural.
 - m. Major building renovations.
10. Ability to work with utilities and public agencies in and adjacent to the City of Oxnard.
11. Understanding of environmental regulations relevant to construction activities.
12. Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects.
13. Additional professional services offered by Consultant.

Engineering Scope of Work

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is 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. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. The generation of complete set of plans, specifications and construction engineering estimates for City wide projects. Project types may include, but not be limited to:
 - a. Bike and pedestrian facilities (bike lanes, pedestrian paths).
 - b. City Park improvements- restrooms, parking lots, service roads.
 - c. Preliminary engineering in support of grant applications (feasibility studies, draft applications, graphic attachments, benefit cost analysis).
 - d. Traffic signal design (new signals, signal modifications, signal synchronization).
 - e. Drainage improvement projects.
 - f. Intersection modifications.
 - g. Pavement maintenance projects.
 - h. Sidewalk infill.
 - i. Alley improvements.
 - j. Pipeline design: sewer, recycled and potable.
 - k. Wastewater projects.
 - l. Water supply projects.
 - m. Electrical.
 - n. Architectural.
 - o. Grant application support.
2. Plan check and peer review.
3. Constructability review.
4. Coordination with utilities, special districts, and public agencies.
5. Preparation of project drawings in CAD.
6. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others.
7. Additional professional services offered by Consultant.

Surveying Scope of Work

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is 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. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. Provide map check, legal description check, corner record preparation and lot line adjustment review services.
2. The map checks shall include, but are not necessarily limited to:
 - a. Review of survey documentation.
 - b. Lot and boundary closure calculations.
 - c. Dedications and easement provisions.
 - d. Legal descriptions and completeness and accuracy of data notation.
 - e. Review of completeness of submittals.
 - f. Document submittal deficiencies and advise the City as necessary.
 - g. Identify any additional reference materials required for a thorough map check.
 - h. Parcel Map Approval - Sign and stamp City Surveyor's Statement attesting to technical correctness on Parcel Maps in accordance with Chapter 2, Maps; Article 3, Section 66450.
 - i. Final Map Approval - Sign and stamp City Surveyor's Statement attesting to technical correctness on Final Maps in accordance with Chapter 2, Maps; Article 2, Section 66442.
3. Some of the specific items that shall be reviewed and/or map checked are as follows:
 - a. Title sheet information.
 - b. Current legal descriptions.
 - c. Correct assessor's parcel being subdivided per the Title Report.
 - d. Closure of subdivision boundary and individual lots.
 - e. Verify lot areas.
 - f. Check for correct mathematics.
 - g. Proper delineation and identification of record data.
 - h. All appropriate data in the Title Report is shown on the map.
 - i. Proper reference to adjacent record maps is shown.
 - j. Proper references and ties to found/set monuments are shown. Calculated, recorded, and measured distances agree, or variances are noted on the map.
 - k. Verify ownership shown on the map against the Title Report.
 - l. Compliance with the Subdivision Map act and City of Oxnard Subdivision Ordinance.
4. Legal descriptions shall be reviewed at a minimum for completeness for mathematical closure (when applicable), compliance with the Professional Land Surveyors' Act, and conformance with current Title Report. Grant Deed, Easement Deed and other document forms that may be included in the review process. Legal description checks shall include, but are not necessarily limited to:
 - a. Closure calculations.
 - b. Legal description completeness.
 - c. Review of completeness of deed exhibit map.
 - d. Document submittal deficiencies and advise the City as necessary.
 - e. Identify any additional reference materials required for a thorough deed check.
 - f. Approval - Sign and stamp legal description legal description.
5. Corner Record Services Component. Corner Records shall be reviewed or prepared and filed in conformance with Business and Professions Code Section 8771 and Ventura County Surveyor requirements, documenting the locations of existing monuments that are in jeopardy of being destroyed, obscured or obliterated when a capital

improvement project is constructed or reconstructed. Corner record services shall include, but are not necessarily limited to:

- a. Review of corner records prepared by City Staff or contracted Consultant for completeness and accuracy.
 - b. Prepare corner records.
 - c. Approve - sign and stamp corner record for filing with County Surveyor's Office.
6. Lot Line Adjustment and Lot Merger Services Component services shall include, but are not necessarily limited to:
- a. Lot line adjustment and Lot Merger documents shall be reviewed or prepared at a minimum for compliance with the City of Oxnard Lot Line Adjustment and Lot Merger Requirements, the Subdivision Map Act, and the Land Surveyor's Act.
 - b. Lot line adjustment and Lot Merger services include, but are not necessarily limited to:
 - i. Review/prepare legal descriptions associated with lot line adjustments.
 - ii. Civil Code 1093 clause on face of Legal description.
 - iii. Acknowledgement (Notary Statement).
 - iv. Exhibit A (Legal description of property being conveyed).
 - v. Exhibit B (Sketch of legal description in Exhibit A).
 - vi. Review/prepare Partial Reconveyance documents.
 - vii. Review/prepare Modified Deed of Trust.
 - viii. Review/prepare Owner's Certificate and Certificate of Holders of Record Title.
 - ix. Review/prepare Notice Document (if applicable).
 - x. Verify ownership shown on documents against the Title Report.
7. Field Services. Complete field services performed at the request of the City shall include, but are not necessarily limited to:
- a. Construction.
 - b. Geodetic Control.
 - c. Boundary.
 - d. Right of way location.
 - e. Monitoring I Subsidence surveys.
 - f. Supplemental Ground Topography
8. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others.
9. Additional professional services offered by Consultant.

RATES AND COSTS EXHIBIT

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge.....	\$250
Senior Project/Program Manager.....	235
Project/Program Manager.....	200
Assistant Project/Program Manager 175 Senior Project Coordinator	150
Project Coordinator	120

ENGINEERING

Principal Engineer.....	\$235
Lead Engineer.....	210
Supervising Engineer.....	195
Senior Project Engineer.....	180
Project Engineer.....	165
Associate Engineer.....	150
Assistant Engineer.....	135

SURVEYING

Principal Surveyor.....	\$220
Supervising Surveyor.....	195
Senior Project Surveyor.....	170
Project Surveyor.....	150
Senior Land Title Analyst.....	145
Associate Project Surveyor.....	135
Assistant Project Surveyor.....	125
Party Chief.....	150
Chainperson	130
One-Person Survey Crew	180

CONSTRUCTION MANAGEMENT

Principal Construction Manager.....	\$250
Senior Construction Manager.....	235
Resident Engineer	200
Structure Representative.....	190
Construction Manager.....	185
Assistant Resident Engineer.....	165
Construction Inspector (PW).....	148
Office Administrator.....	105

TECHNICAL SUPPORT

CADD Manager.....	\$160
Supervising Technician.....	145
Senior Technician	130
Engineering Technician	100

ADMINISTRATIVE SUPPORT

Administrative Analyst.....	\$110
IT Technician	105
Graphics/Visualization Specialist.....	95
Administrative Assistant.....	70

GOVERNMENT SERVICES

City Engineer.....	\$200
Deputy City Engineer.....	185
Assistant City Engineer.....	175
Plan Check Engineer.....	160
Permit Engineer.....	140
City Inspector.....	125
City Inspector (PW).....	148
Principal Stormwater Specialist.....	150
Senior Stormwater Specialist	135
Stormwater Specialist	120
Stormwater Technician.....	110
Building Official	150
Senior Building Inspector	138
Building Inspector.....	125
Planning Director.....	185
Senior City Planner.....	160
Assistant Planner.....	145
Senior Grant Writer	160
Grant Writer	135

Rates subject to an annual escalation of up to 3%.

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 and will include all time for research, deposition, court appearance and expert testimony.

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.

SOUTHERN CALIFORNIA PROJECTS PROFESSIONAL AND TECHNICAL FEES

1.0 Analysis, Consultation, and Report Preparation. Fees for Fugro professional services, including project administration and travel time between home office and project locations, are based on the time of professional, technical, and other support personnel directly applied to the project. Personnel participating in judicial proceedings, whether it be expert or witness testimony, delivery of depositions, consultation to legal counsel, or preparation for such, will be billed at \$400 per hour. Rates for overtime (other than as described below), weekend work, and emergency response will be quoted on request.

PROFESSIONAL STAFF	HOURLY RATE
Staff Professional.....	\$ 125
Senior Staff Professional.....	\$ 135
Project Professional	\$ 145
Senior Project Professional.....	\$ 155
Senior Professional.....	\$ 170
Associate	\$ 185
Principal	\$ 215
Senior Principal.....	\$ 240

TECHNICAL AND OFFICE STAFF	
Field Technician/Inspector - Non-Prevailing Wage, Straight Time	\$ 95
Field Technician/Inspector - Prevailing Wage, Straight Time	\$ 105
Construction Inspector	\$ 110
Construction Services Manager	\$ 150
Engineering Assistant	\$ 110
Office Assistant.....	\$ 70
Word Processor/Clerical	\$ 75
Laboratory Technician.....	\$ 75
Technical Assistant/Illustrator	\$ 80
Illustrator II	\$ 85
CADD Operator.....	\$ 95
GIS Technician	\$ 95
HSE Manager	\$ 160
<i>Overtime Rates for Technical and Office Staff:</i>	
a. Saturday or over 8 hours/day during weekdays.....	1.5 x straight time
b. Saturdays over 8 hours or Sundays/holidays	2.0 x straight time
c. Swing or graveyard shift premium	1.3 x straight time

HARDWARE/SOFTWARE INTERPRETIVE PROGRAMS

SMT/Fledermaus.....	\$ 25/hr
GIS/ACAD	\$ 25/hr
Finite Element/Finite Difference Packages.....	\$ 25/hr

OTHER DIRECT CHARGES

Field vehicle with sampling & logging equipment.....	\$ 200/day
Basic company vehicle.....	\$ 100/day
Fee Schedule is subject to periodic revision, typically at the first of the year.	

LABORATORY AND SPECIALTY TESTING AND EQUIPMENT.....See Separate Schedules

2.0 Reimbursable Expenses. Expenses, other than personnel time charges, that are directly attributable to the performance of our professional services are billed either under separate fee schedules or as follows:

2.1 Transportation in personal vehicles at Internal Revenue Service rates.

- 2.2 Authorized travel expenses at cost plus 10 percent.
- 2.3 Direct project expenses, other than travel, including, but not limited to, sample shipment, subcontractors, and outside reproduction, cost plus 10 percent.
- 2.4 Time of external personnel retained for the project is charged at an assigned billing rate comparable to others in our company of corresponding expertise and experience.
- 3.0 **Other Services.** Projects may require other services, such as: field exploration, field or laboratory testing, or specialized computer services, which are not covered by this schedule. Fee schedules for other services can be provided upon request.
- 4.0 The above hourly rates apply for California, U.S.A. based projects.

SOUTHERN CALIFORNIA PROJECTS LABORATORY AND MATERIALS TESTING

CLASSIFICATION TESTS

Moisture Content (ASTM D2216)	\$ 25
Moisture and Density (ASTM D2937).....	\$ 40
- add for shelly tube with above tests	\$ 25
Reaction with HCl (ASTM D2488)	\$ 10
Irregular Shape Density (USACE)	\$ 55
Plastic and Liquid Limits, wet prep, 3 point LL (ASTM D4318)	\$ 170
Specific Gravity (ASTM D854).....	\$ 120
Organic Content (ASTM D2974)	\$ 100
Sand Equivalent (ASTM D2419).....	\$ 95
Sieve Analysis, up to 8 sieves (ASTM D422)	\$ 120
- add for each additional sieve in stack.....	\$ 10
- add for coarse fraction (>#4 sieve)	\$ 60
Percent Passing #200 Sieve (ASTM D1140).....	\$ 80
Hydrometer and Sieve (ASTM D422).....	\$ 165
Processing Clay Shales (USACE).....	\$ 75

Tests listed above include classification
(ASTM D2488 or D2487)

VOLUME CHANGE TESTS

Incremental Consolidation (ASTM D2435)	
- up to 8 load increments.....	\$ 300
- additional load increment.....	\$ 30
Constant Rate of Strain Consolidation	
- to 16 ksf max (ASTM D4186).....	\$ 425
- with intermediate rebound and reload	\$ 500
Expansion Index (ASTM D4829/UBC 29-1).....	\$ 235
Swell and Collapse Tests	
- wet after load, 4 point (ASTM D4546-A).....	\$ 600
- wet after load, 1 point (ASTM D4546-B).....	\$ 160
- load after wet, 1 point (ASTM D4546-C).....	\$ 200

STATIC STRENGTH TESTS

Hand Penetrometer.....	\$ 15
Torvane	\$ 25
Miniature Vane (ASTM D4648)	\$ 50
Miniature Vane with Residual	\$ 55
Unconfined Compression	
- Soil (ASTM D2166)	\$ 110
- Rock, excludes strain (ASTM D7012-C).....	\$ 140
- Rock, with axial strain (ASTM D7012-D)	\$ 210

- add for radial strain.....	\$ 125
Triaxial Compression	
- Unconsolidated Undrained (ASTM D2850)	\$ 145
- add for back pressure saturation	\$ 90
- *Consolidated Undrained with pore pressure measurements, per point (ASTM D4767)	\$ 440
- *Consolidated Drained, per point (USACE)	\$ 650
Direct Shear, 3 points, (ASTM D3080).....	\$ 435
- add for residual strength, per point.....	\$ 50
Point Load Index (ASTM D5731).....	\$ 60
*Multiply single point rate by 2 for up to 3 stages of consolidated, drained or undrained staged triaxial tests	

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, 2-3" Dia. (ASTM D2434).....	\$ 290
Constant Head, 6" Dia. Includes remolding (ASTM D2434)	\$ 375
Flexible Wall (ASTM D5084)	\$ 290
- add for additional effective stress	\$ 100

CLAY PROPERTIES & CHEMISTRY TESTS

Double Hydrometer (ASTM D4221)	\$ 290
Pinhole Dispersion (ASTM D4647)	\$ 270
Crumb Test (ASTM 6572).....	\$ 45
X-Ray Diffraction	\$ 300
Soil Chemistry For Corrosion	
(pH, chloride, sulfate, resistivity)	\$ 250
pH (soil or water)	\$ 30

EARTHWORK TESTS

Standard Proctor, 4 points (ASTM D698)	
- 4-inch mold.....	\$ 210
- 6-inch mold.....	\$ 245
Modified Proctor, 4 points (ASTM D1557)	
- 4-inch mold.....	\$ 240
- 6-inch mold.....	\$ 275
California Impact Compaction (Cal 216)	\$ 250
Moisture - Density Check Point	
- 4-inch mold.....	\$ 80
- 6-inch mold.....	\$ 105
- add for rock correction for above	\$ 90
- Cement/ Lime Treatment	

- Wet & Dry Cycles, 2 spec., (ASTM D559).....	\$ 510
- Strength, w/ molding, (ASTM D1633).....	\$ 95
- Est. pH for Stabilization, (ASTM D6276)	\$ 210
Index Density and Unit Weight (ASTM D4253)	
Maximum.....	\$ 315
Minimum.....	\$ 135
R-Value (ASTM D2844/Cal 301).....	\$ 310
Treated Soil.....	\$ 325
Aggregate Base	\$ 335
Base with Admixture	\$ 350
CBR, per point (ASTM D1883).....	\$ 340
Proctor Compaction with above CBR	\$ 210
Surcharge for Admixture	\$ 50
Sample Preparation for Soil with PI>20.....	\$ 55

AGGREGATE TESTS

Sieve Analysis (ASTM C136/Cal202)	
-Coarse Aggregate.....	\$ 70
-add for samples > 5000g	\$ 30
-Fine Aggregate	\$ 120
Sand Equivalent (ASTM D2419/Cal 217).....	\$ 95
Cleanliness Value (ASTM C142/Cal 227).....	\$ 150
Durability Index (ASTM C3744/Cal 229)	
-Coarse Fraction.....	\$ 140
-Fine Fraction	\$ 140
Specific Gravity & Absorption	
-Coarse Aggregate (ASTM C127/Cal206)	\$ 80
-Fine Aggregate (ASTM C128/Cal 207)	\$ 125
% Crushed Particles, per fraction	
(ASTM D5821/Cal 205)	\$ 100
Flat & Elongated Particles (ASTM D4791)	\$ 180
Uncompacted Void Content of Fine Aggregate (AASHTO T304)	\$ 200
Moisture Content (ASTM C566)	\$ 60
Sulfate Soundness, per fraction	
(ASTM C88/Cal 214)	\$ 125
L.A. Abrasion 500 rev. (ASTM C131/Cal 211)	\$ 215
Percent Passing #200 Sieve (ASTM C117)	\$ 85
Unit Weight and Voids (ASTM C29/Cal 212)	\$ 95
Organic Impurities (ASTM C40).....	\$ 50

ASPHALT CONCRETE TESTS

Stabilometer Value (ASTM D1560/Cal 366).....	\$ 160
Lab Compacted Unit Weight	
- each briquette (Cal 304/Cal 308)	\$ 110
- surcharge for rubberized AC.....	\$ 20
Unit Weight of AC Cores (Cal 308).....	\$ 65
Theoretical Max. S.G. (Cal 309)	\$ 150
Extraction and Sieve (ASTM D2172/D5444).....	\$ 315
Asphalt Content by Ignition (Cal 382).....	\$ 150
Calibration Curve for Ignition Test	\$ 300
Slurry Wet Track Abrasion (ASTM D3910).....	\$ 70

CONCRETE, MASONRY, AND STEEL TESTS

Concrete Compression	
- Each 6x12 or 4x8 Cylinder (ASTM C39)	\$ 30
- Add for Elastic Modulus (ASTM C469)	\$ 185
-Hold or Additional Test.....	\$ 30

- Light Weight Concrete (CTM 548).....	\$ 40
Cylinder Molds with Lids	Moisture/Density Relation
Compression of Core (ASTM C42)	\$ 90
Shrinkage of Mortar and Concrete 3 Bars	

(ASTM C157).....	\$ 440
Unit Weight of Concrete Cylinders	
- Air-Dried.....	\$ 30
- Oven-Dried.....	\$ 40
Shotcrete Panel, Lab Coring & Compression	
- 3 cores (ASTM C42)	\$ 375
Grout and Mortar Compression (ASTM C39)	
- Grout.....	\$ 45
- Mortar.....	\$ 35
Composite Prism Compression (ASTM E447)	
- 8x8.....	Quote
- 8x12.....	Quote
- 8x16.....	Quote
CMU Block Compression (ASTM C140).....	Quote
CMU Absorption & Moisture (ASTM C140).....	\$ 95
Concrete Moisture Emission Test Kit, each	\$ 60
Rebar - Tensile and Bend (ASTM A-370).....	Quote

MISCELLANEOUS LABORATORY TESTS AND CHARGES

Sample Remold Surcharge	\$ 50
Special Processing.....	Hourly Rates
Extrude Tube Sample and Visually Classify.....	\$ 70
Sample Tube Cutting, each cut	\$ 25
Sample Preparation - Non-Routine	\$ 100
Steel Drum - 55 Gallon with Lid	\$ 80
Gas Powered Generator.....	\$ 80
Shelby Tube with Caps.....	\$ 45
Addition of Soil Admixtures and Curing.....	\$ 95
Capping of Strength Test.....	\$ 40
Weight of Roofing Materials (ASTM D2829)	\$ 50
Density of Sprayed Fireproofing Materials	\$ 60
Static Friction Test	
- Per Surface Location (ASTM C1028).....	\$ 375
Coring Equip/Bit Charge, per half day	\$ 85
Bit Charge - Difficult Materials, per half day	\$ 100
Specimen End Prep	
- Less than 4" Diameter, per cut	\$ 12
- 4" to 8" Diameter, per cut	\$ 18
Special Capping of Specimen.....	\$ 40
Patch or Grout Core Hole	\$ 35
Photograph of Sample	\$ 40
Additional Copies of Photographs	Cost + 15%
Local Site Pick up of Bulk or AC Sample	
- within 30-mile radius, per sample	\$ 60

NOTES:

- 1) Fugro Consultants, Inc.'s laboratories are accredited or validated by AASHTO (R-18), Caltrans, USACE, DSA/LEA).
- 2) The following are included at NO CHARGE:
 - a) Visual classification, natural water content and density with all triaxial, direct shear, volume change, and hydraulic conductivity tests.

- b) Sample photographs for triaxial, hydraulic conductivity, and PLI tests.
- 3) Rates for other tests and test variations, including mix designs, can be furnished on request.
 - 4) Rush assignments are subject to a 25% surcharge. Weekend or Holiday test assignments are subject to a 50% surcharge.
 - 5) Testing for contaminated samples (EPA Level C & D) will be invoiced at 1.5 times listed rates.
 - 6) Shipping or other outside costs at cost+15%.
 - 7) Reusable thin-walled tube shipping boxes (ASTM D4220) can be provided at no cost (except for shipping charges) for samples shipped to Fugro's laboratory for testing.
 - 8) Please contact the laboratory prior to shipping international soils to make proper arrangements and obtain our foreign soil permit.
 - 9) A surcharge of \$1 per linear foot of test boring depth will be added to cover the cost of standard engineering field supplies including sample tubes and caps, stakes, etc.

FIELD INSTRUMENTATION/EQUIPMENT

Mini RAE (PID/LEL/CO ₂) Detector	\$ 150/day
Dynamic or Stainless Steel Penetrometer	\$ 50/day
Brass or Stainless Steel Sample Sleeves	\$ 8/each
Use of 10 Modified Cal. Sleeves	\$ 30/box
Keyed-Alike Locks	\$ 25/each
55-gallon Drum	\$ 80/each
Field Filter	\$ 25/unit
Stainless Steel Hand-Augur Sampler	\$ 50/day
Teflon Tape - 4" roll	\$ 75/roll
Liquinox	\$ 23/bottle
Tyvek	\$ 15/each
Nitrile Gloves	\$ 20/box
Respirator Cartridges	\$ 10/set
Inclinometer Probe and Readout Device	\$ 185/day

Rotary Hammer	\$ 40/day
CPN Corp. Hydroprobe	\$ 75/day
Double-Ring Infiltrometer	\$ 75/day
Downhole Soil Samplers	\$ 75/day
(2½-inch California liner, SPT)	
Kernlevel	\$ 20/day
24-Channel Seismograph	\$ 1500/wk
InstanTel Mini Mate Pro4 Vibration Monitor	\$ 150/day
InstanTel Mini Mate Pro 6 Vibration Monitor	\$ 200/day
Larsen/Davis LXT Sound Monitor	\$ 120/day
Nuclear Gauge	\$ 50/day
Manometer	\$ 55/day
Asphalt/Concrete Patch	Cost + 15%
Baroid Drilling Fluid Test Kit	\$ 30/day
Conductivity Probe (in situ)	\$ 55/day
Fisher TW-6 Metal Detector	\$ 50/day
Gas Powered 120v Generator	\$ 80/day
Peristaltic Pump	\$ 50/day
Positive Displacement Pump	\$ 25/day
Temperature-pH-Conductivity Meter	\$ 25/day
Pressure Transducer	\$ 75/day
Water Level Indicator	\$ 20/day
Water Sampling Pump	\$ 200/day
(Bladder Pump or Electric Submersible)	
Well Bailer - Standard	\$ 25/day
Well Bailer - Disposable	\$ 15/each
2-inch Diameter Water Meter	\$ 20/day
4-inch Diameter Water Meter	\$ 40/day
Well Cap 2"	\$ 22/each
Digital Camera	\$ 25/day
Field Computer	\$ 30/day
Subcontracted Specialty Equipment	Cost + 15%

INSURANCE EXHIBIT

Exhibit INS-A

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 (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 - OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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 and 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.

7/19

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 \$1,000,000 LIMIT 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****Attn: Insurance Compliance**

Reference No. _____

P.O. Box 100085 - OX**Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****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:	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)						
NAMED INSURED	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 \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">EACH OCCURRENCE</th> <th style="width: 50%;">AGGREGATE</th> </tr> <tr> <td style="height: 150px;"></td> <td></td> </tr> </table>		EACH OCCURRENCE	AGGREGATE			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____
EACH OCCURRENCE	AGGREGATE						
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____							
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 Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		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: _____					

Consultants		Category								
	Amount	Project Management	Engineering	Geotechnical	Traffic Engineering	Surveying	Landscape Architecture and Design	Environmental Planning and Permitting Services	Engineering Plan Review	Construction Management, Inspection and Testing
AECOM	\$750,000		X Pass				X Pass			X Pass
Aspen Environmental Group	\$250,000							X Pass		
Bureau Veritas	\$250,000								X Pass	
COM 3 Consulting	\$250,000	X Pass								
Converse Consultants	\$250,000			X Pass						
CSG Consultants	\$750,000	X Pass	X Pass						X Pass	
Cumming	\$250,000	X Fail								X Pass
Dokken Engineering	\$250,000		X Pass							
ECG	\$500,000		X Pass			X Pass				
Fillipin Engineering	\$250,000	X Fail								X Pass
Fugro USA	\$250,000			X Pass						
Geocon	\$250,000			X Pass						
Huitt Zollars	\$500,000		X Pass			X Pass				
Interwest Consulting Group	\$1,000,000	X Pass			X Pass				X Pass	X Pass
KEH	\$250,000		X Pass							
Kennedy Jenks	\$750,000		X Pass					X Pass		X Pass
Kier and Wright	\$250,000		X Pass							
Kitchell CEM	\$750,000	X Pass	X Pass							X Pass
Leighton Consulting	\$250,000			X Pass						
LIN Consulting	\$250,000				X Pass					
m6 Consulting	\$250,000	X Pass								
Michael Baker International	\$250,000					X Pass				
MNS	\$750,000		X Pass			X Pass				X Pass
NV5	\$1,000,000			X Pass		X Pass			X Pass	X Pass
PCLD	\$250,000						X Pass			
Rincon	\$250,000							X Pass		
RRM	\$250,000		X Pass							
TechnoStruct	\$500,000		X Pass						X Pass	
Transystems	\$250,000		X Pass					X Fail		
Twining	\$250,000			X Pass						
Wallace Group	\$1,000,000		X Pass				X Pass		X Pass	X Pass
Yeh and Associates	\$250,000			X Pass						

Master On-Call Professional Engineering Services

Public Works & Transportation Committee

July 9, 20 19

RECOMMENDATION

That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to execute:

1. Agreement No. 8154 with Kennedy Jenks Consultants Inc. for On-Call Professional Engineering Services for a three year term, not to exceed \$750,000.
2. Agreement No. 8699-19-PW with Filippin Engineering, Inc for On-Call Professional Engineering Services for a three year term, not to exceed \$250,000.
3. Agreement No. A-8159 with MNS Engineering for On-Call Professional Engineering Services for a three year term, not to exceed \$750,000.

On October 18, 2018, the Public Works Department issued a request for proposal (RFQ) for Master On-Call Engineering Services.

The RFQ solicited proposals for professional on-call engineering services for various projects that include:

- Project Management
- Civil Engineering
- Geotechnical Engineering
- Traffic Engineering
- Surveying
- Landscape Architecture and Design
- Environmental Planning & Permitting Services
- Engineering Plan Review
- Construction Management, and Inspection & Testing

- Services were required due to staff levels within the Engineering Division or specialized needs to meet various project requirements.
- A panel was established and selected 32 firms that “passed” and best met the City’s criteria from the RFP, including Kennedy Jenks Consultants, Filippin Engineering, and MNS Engineers.
- Additional agreements will be brought forward to Committee and Council once agreements are completed by staff.

At this time, the Public Works Department is bringing forward various agreements to establish On-Call Professional Engineering Services with successful consultants or firms to provide professional and technical expertise.

Vendor	Term	Amount	Scope
Kennedy Jenks	3 Year	\$750,000	- Construction Management, Inspection and Testing - Engineering - Environmental Planning and Permitting
Filippin Engineering	3 Year	\$250,000	- Construction Management, Inspection and Testing
MNS Engineers	3 Year	\$750,000	- Construction Management, Inspection and Testing - Surveying - Engineering

- Work under this agreement will be assigned by task order for any projects and operational needs.
- A cost proposal will be obtained for each assigned task order at the contractual rates, and each task order will be approved per current City standard practices.



QUESTIONS?