

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



AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
September 10, 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 July 23, 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 that the City Council approve and authorize the Mayor to execute:

1. Agreement No. A-8164 with Huitt-Zollars, Inc. for On-Call Professional Engineering Services

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)

for a three year term, not to exceed \$500,000.

2. Agreement No. A-8165 with Dokken Engineering, Inc. for On-Call Professional Engineering Services for a three year term, not to exceed \$250,000.

3. Agreement No. A-8166 with Wallace Group for On-Call Professional Engineering Services for a three year term, not to exceed \$1,000,000.

4. Agreement No. A-8167 with AECOM for On-Call Professional Engineering Services for a three year term, not to exceed \$750,000.

5. Agreement No. A-8168 with Kier & Wright Civil Engineers and Surveyors, Inc. for On-Call Professional Engineering Services for a three year term, not to exceed \$250,000.

6. Agreement No. A-8170 with Interwest Consulting Group, Inc. for On-Call Professional Engineering Services for a three year term, not to exceed \$1,000,000.

Contact: Rosemarie Gaglione, (805) 385-8055

2. Public Works Department

SUBJECT: Approve Trade Services Agreement No. A-8175 for Foaming Root Control Services to Various Locations Within the City of Oxnard for Duke's Root Control, Inc. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council award and authorize the Mayor to execute Agreement No. A-8175 to Duke's Root Control, Inc., for a three (3) year term for an amount not to exceed \$325,561.50.

Contact: Rosemarie Gaglione, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
July 23, 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 at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Member Bryan MacDonald and Chair Bert Perello were present; Member Tim Flynn was absent.

Staff members present were Alexander Nguyen, City Manager; Tara Mazzanti, Assistant City Attorney; Rosemarie Gaglione, Public Works Director; Brian Yanez, Assistant Public Works Director; and Michelle Ascencion, 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 July 9, 2019 regular meeting as presented.

It was moved by Member MacDonald, seconded by Chair Perello, to approve the minutes as presented. VOTE: MacDonald and Perello voted in favor; the motion carried 2-0.

D. REPORTS

Public Works Department

1. SUBJECT: Update on Lease and Operating Agreement with the Oxnard Historic Farm Park Foundation.

RECOMMENDATION: That the Public Works and Transportation Committee:

1. Receive an update on the Lease and Operating Agreement with the Oxnard Historic Farm Park Foundation; and
2. Recommend the City Council consider a recommendation to sell the property to the Oxnard Historic Farm Park Foundation for a nominal amount.

The Public Works Director gave a report. Public comments were received from Michael Gleason and Jeff Maulhardt. Written comments were received from Michael Gleason. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Chair Perello, to approve the recommended action as presented. VOTE: MacDonald and Perello voted in favor; the motion carried 2-0.

2. SUBJECT: Approve Agreement with Parkhouse Tire, Inc. for Tire Repair and Tire Retreading Services.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council award and authorize the Mayor to execute a Trade Services Agreement (8601-19-CM) with Parkhouse Tire, Inc. in the not-to-exceed amount of \$600,000 for a three-year term.

The Assistant Public Works Director gave a report. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Chair Perello, to approve the recommended action as presented. VOTE: MacDonald and Perello voted in favor; the motion carried 2-0.

- E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

Chair Perello requested

- F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 11:36 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: September 10, 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 that the City Council approve and authorize the Mayor to execute:

1. Agreement No. A-8164 with Huitt-Zollars, Inc. for On-Call Professional Engineering Services for a three year term, not to exceed \$500,000.
2. Agreement No. A-8165 with Dokken Engineering, Inc. for On-Call Professional Engineering Services for a three year term, not to exceed \$250,000.
3. Agreement No. A-8166 with Wallace Group for On-Call Professional Engineering Services for a three year term, not to exceed \$1,000,000.
4. Agreement No. A-8167 with AECOM for On-Call Professional Engineering Services for a three year term, not to exceed \$750,000.
5. Agreement No. A-8168 with Kier & Wright Civil Engineers and Surveyors, Inc. for On-Call Professional Engineering Services for a three year term, not to exceed \$250,000.
6. Agreement No. A-8170 with Interwest Consulting Group, Inc. for On-Call Professional Engineering Services for a three year term, not to exceed \$1,000,000.

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. Additional agreements will be brought forward to Committee and Council once agreements are completed by staff. On July 9, 2019, staff presented the initial three On-Call Engineering Services agreements for consideration by the Public Works and Transportation Committee.

DISCUSSION

The 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
Wallace Group	3 Year	\$1,000,000	-Construction Management, Inspection and Testing -Engineering -Environmental Planning and Permitting -Landscape Architecture and Design
AECOM Technical Services, Inc.	3 Year	\$750,000	-Construction Management, Inspection and Testing -Engineering -Landscape Architecture and Design
Dokken Engineering, Inc.	3 Year	\$250,000	-Engineering
Huitt-Zollars, Inc.	3 Year	\$500,000	-Landscape Architecture and Design -Surveying
Kier & Wright Civil Engineers and Surveyors, Inc.	3 Year	\$250,000	-Engineering
Interwest Consulting Group, Inc.	3 Year	\$1,000,000	-Construction Management, Inspection and Testing -Engineering -Environmental Planning and Permitting -Landscape Architecture and Design

Professional Services under these 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.

Below is a list of previously awarded On-Call Professional Engineering Services.

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

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, Senior Civil Engineer/Acting City Engineer, Acting City Engineer

ATTACHMENTS

1. Master On-Call Professional Engineering Services RFQ# PW 19-13R
2. Wallace Group - A-8166
3. AECOM - A-8167
4. Dokken - A-8165
5. Huitt-Zollars A-8164

6. Kier & Wright A-8168
7. Interwest A-8170
8. Presentation - Master On-Call Engineering



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

- o APWA
 - o AWWA
 - o County of Ventura
 - o 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: 10/01/19
- (2) Consultant: Wallace Group, A California Corporation
- (3) Services: On Call Engineering Services
- (4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement State Date listed above
- (5) Agreement Ending Date: 09/30/22
- (6) Total Agreement Amount: \$1,000,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Dace Morgan
- (9) Insurance Coverage: INS-A

(10) Addresses for Notice: *FOR
CONSULTANT:*
612 Carion Court
San Luis Obispo, CA 93401
Attn: Dace Morgan, PE,
Director of Civil &
Transportation Engineering

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:*
dacem@walacegroup.us

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
- ☒ Schedule 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

WALLACE GROUP, A CALIFORNIA CORPORATION

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

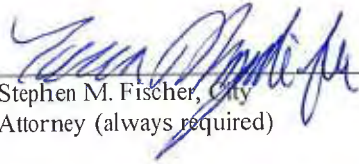
Bradford R. Brechwald, President/CEO _____ Date _____

Thomas K. Zehnder, CFO _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

 _____ Date 8-14-14
 Stephen M. Fischer, City Attorney (always required)

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 Plan Review 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. Review engineering improvement plans (Street, Water, Wastewater, Storm Drain, Signage, Striping, Signal, etc.) and associated calculations and reports (Hydraulic & Hydrology, Wastewater, Water, Geotechnical, etc.) from initial submittal to final recommendation for approval by the City Engineer. Said review may include, but is not limited to:
 - a. New Development Construction Submittal Review.
 - b. 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).
 - c. 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.
 - d. Review plans and calculations for compliance with the Countywide storm water quality (MS4) permit.
 - e. Review and provide comments on drainage, wastewater, and water calculations/reports.
 - f. Review and provide comments on the technical correctness of proposed easement legal descriptions.
2. Review all submittal documents and provide written comments to the City.
3. Provide map check, legal description check, corner record preparation and lot line adjustment review services.
4. Projects may include, but are not limited to:
 - a. Review civil improvement plans.
 - b. Review Drainage, Water, Wastewater and MS4 Studies.
 - c. Review SWPPP submittals.
 - d. Review plans for compliance with disabled access requirements.

- e. Attend internal and external meetings with staff, developer, and developer's consultant.
 - f. Application of state and local laws and ordinances and the City's Municipal Code.
 - g. Application of the Subdivision Map Act.
 - h. Review of project plans in relation to public impacts/improvements.
 - i. Understanding of standard details and specifications from:
 - Caltrans
 - Greenbook
 - APWA
 - City of Oxnard
 - County of Ventura
5. Grant application support.
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.

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.

Landscape Architecture and Design 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 preliminary plans and working drawings, complete sets of plans, specifications, construction engineering estimates and construction support for City projects. Project types may include, but not be limited to:
 - 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.
2. Grant application support (draft applications, graphic attachments, benefit cost analysis).
3. Coordination with utilities, special districts, and public agencies.
4. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others.
5. Additional professional services offered by Consultant.

RATES AND COSTS EXHIBIT

Engineering, Design & Support Services:

Prevailing Wage *

Assistant Designer/Technician.....	\$ 70	
Designer/Technician I - IV	\$ 75 - \$105	
Senior Designer I - III.....	\$138 - \$148	
GIS Technical Specialist.....	\$130	
Senior GIS Technical Specialist	\$145	
Associate Engineer I - II	\$ 95 - \$105	
Engineer I - IV	\$140 - \$155	
Senior Engineer I - III	\$160 - \$170	
Director.....	\$175	
Principal Engineer.....	\$190	
Principal	\$195	

Surveying Services:

Associate Survey Technician	\$ 85	
One-Person Survey Crew.....	\$160	\$190
Two-Person Survey Crew.....	\$195	\$280
Three-Person Survey Crew	\$272	\$370
Survey Technician I - IV	\$115 - \$139	
Land Surveyor I - III.....	\$145 - \$155	
Senior Land Surveyor I - III	\$160 - \$170	
Director	\$175	

Support Services:

Office Assistant	\$ 60	
Project Assistant I - III	\$ 75 - \$ 85	

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- sub-consultant services
- agency fees
- delivery/copy services
- mileage (per IRS rates)
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:

Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.

*Prevailing Wage:

State established prevailing wage rates may apply to some services and those rates are subject to change.

WALLACE GROUP

Construction Management, Inspection & Testing

Sub-consultant Rate Sheet

FUGRO USA LAND, INC.

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.

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

<u>TECHNICAL AND OFFICE STAFF</u>

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

<u>HARDWARE/SOFTWARE INTERPRETIVE PROGRAMS</u>
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SMT/Fledermaus	\$ 25/hr
GIS/ACAD	\$ 25/hr
Finite Element/Finite Difference Packages	\$ 25/hr

<u>OTHER DIRECT CHARGES</u>

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.	

<u>LABORATORY AND SPECIALTY TESTING AND EQUIPMENT</u>	See Separate Schedules
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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.

WALLACE GROUP

Construction Management, Inspection & Testing

Sub-Consultant Rate Sheet

FUGRO USA LAND, INC.

- 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	

WALLACE GROUP

Construction Management, Inspection & Testing Sub-Consultant Rate Sheet

FUGRO USA LAND, INC.

- 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
Cleaness 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.

WALLACE GROUP

Construction Management, Inspection & Testing

Sub-Consultant Rate Sheet

FUGRO USA LAND, INC.

- 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 _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%

WALLACE GROUP

Engineering Plan Review Rate Sheet

Hourly Rates

Engineering, Design & Support Services:

Prevailing Wage *

Assistant Designer/Technician	\$ 70	
Designer/Technician I - IV	\$ 75 - \$105	
Senior Designer I - III	\$138 - \$148	
GIS Technical Specialist	\$130	
Senior GIS Technical Specialist	\$145	
Associate Engineer I - II	\$ 95 - \$105	
Engineer I - IV	\$140 - \$155	
Senior Engineer I - III	\$160 - \$170	
Director	\$175	
Principal Engineer	\$190	
Principal	\$195	

Surveying Services:

Associate Survey Technician	\$ 85	
One-Person Survey Crew	\$160	\$190
Two-Person Survey Crew	\$195	\$280
Three-Person Survey Crew	\$272	\$370
Survey Technician I - IV	\$115 - \$139	
Land Surveyor I - III	\$145 - \$155	
Senior Land Surveyor I - III	\$160 - \$170	
Director	\$175	

Support Services:

Office Assistant	\$ 60
Project Assistant I - III	\$ 75 - \$ 85

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- sub-consultant services
- agency fees
- delivery/copy services
- mileage (per IRS rates)
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:

Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.

*Prevailing Wage:

State established prevailing wage rates may apply to some services and those rates are subject to change.

WALLACE GROUP

Engineering Rate Sheet

Hourly Rates

Engineering, Design & Support Services:

Prevailing Wage*

Assistant Designer/Technician	\$ 70	
Designer/Technician I - IV	\$ 75 - \$105	
Senior Designer I - III	\$138 - \$148	
GIS Technical Specialist	\$130	
Senior GIS Technical Specialist	\$145	
Associate Engineer I - II	\$ 95 - \$105	
Engineer I - IV	\$140 - \$155	
Senior Engineer I - III	\$160 - \$170	
Director	\$175	
Principal Engineer	\$190	
Principal	\$195	

Surveying Services:

Associate Survey Technician	\$ 85	
One-Person Survey Crew	\$160	\$190
Two-Person Survey Crew	\$195	\$280
Three-Person Survey Crew	\$272	\$370
Survey Technician I - IV	\$115 - \$139	
Land Surveyor I - III	\$145 - \$155	
Senior Land Surveyor I - III	\$160 - \$170	
Director	\$175	

Support Services:

Office Assistant	\$ 60
Project Assistant I - III	\$ 75 - \$ 85

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

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- travel expenses
- sub-consultant services
- agency fees
- delivery/copy services
- mileage (per IRS rates)
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

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State established prevailing wage rates may apply to some services and those rates are subject to change.

WALLACE GROUP
Engineering
Sub-Consultant Rate Sheet

KITTELSON & ASSOCIATES, INC.

RATE SCHEDULE

The current billing rates for Kittelson & Associates, Inc., staff are as follows and are subject to change:

Staff	Billing Rate
Principal / Senior Principal	\$225 - \$315
Associate Engineer/Planner	\$190 - \$220
Senior Engineer/Planner	\$160 - \$185
Engineer/Planner	\$140 - \$160
Transportation Analyst	\$125 - \$135
Associate Technician	\$150 - \$175
Senior Technician	\$140 - \$145
Technician II	\$125 - \$135
Technician I	\$105 - \$120
Office Support	\$60 - \$90

Service & Other Direct Costs	Billing Rate
Mileage	\$.545/mile
Travel	At Cost

WALLACE GROUP

Engineering Sub-Consultant Rate Sheet

Pavement Engineering Inc.

Engineering & Landscape Architect Services

Senior Principal Engineer	\$235/hr
Principal Engineer/Landscape Architect	\$195/hr
Senior Associate Engineer/Landscape Architect	\$175/hr
Associate Engineer	\$160/hr
Assistant Engineer	\$155/hr

Technical Services

Project & Construction Managers	\$155/hr
Senior Engineering Technician	\$140/hr
Engineering Technician	\$125/hr
Inspector*	\$125/hr
Clerical	\$ 75/hr

Field Services

PW Dynaflect Operator*	\$290/hr
PW Assistant Dynaflect Operator*	\$160/hr
PW Dynaflect Operator Travel*	\$165/hr
PW Assistant Dynaflect Operator Travel*	\$165/hr
PW Coring Technician*	\$235/hr
PW Assistant Coring Technician*	\$140/hr
PW Coring Technician Travel*	\$165/hr
PW Assistant Coring Technician Travel*	\$165/hr

* Two (2) hour minimum

Basis of Charges

Miscellaneous Charges

Equipment rental, reproductions, testing (other than by PEI), photographic expenses and other outside services:..... Cost + 15%

Payments

Invoices will be submitted either semi-monthly or monthly and are payable upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorneys' fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

WALLACE GROUP

Engineering

Sub-Consultant Rate Sheet

YEH AND ASSOCIATES

Professional Services:

Classification

Principal.....	\$185
Senior Project Manager	\$160
Senior Project Specialist	\$145
Project Manager	\$135
Senior Project Engineer or Geologist	\$115
Project Engineer or Geologist	\$100
Staff Engineer or Geologist	\$80
Engineer or Geologist Intern.....	\$60
Resident Construction Engineer	\$145
Construction Manager	\$130
Construction Observer III	\$115
Construction Observer II	\$100
Construction Observer I	\$85
Technician Leader or Supervisor	\$100
Laboratory Supervisor	\$95
Technician III	\$80
Technician II	\$65
Technician I	\$50
CAD Designer	\$110
CAD Technician	\$65
Administrative Assistant	\$60

Overtime rates for Construction Inspection, Technicians and Office Staff is 1.5 x rates shown.

Rates do not include prevailing wage rates for field services. Prevailing wages will be determined on a project-by-project basis.

Laboratory tests are quoted on separate schedule or cost plus 15 percent for outside laboratory testing when applicable. Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$350 per hour.

Other Direct Charges:

Subcontracted services, copying and rented equipment	Cost Plus 10%
Travel, subsistence, and expenses	Cost Plus 10%
Vehicle	\$ 80/day
Automobile Mileage	\$ 0.55/mile

WALLACE GROUP

Engineering

Sub-Consultant Rate Sheet

Rincon Consultants Inc.

Professional, Technical & Support Personnel*	Hourly Rate
Principal II/Director II	\$235
Principal /Director I	\$215
Senior Supervisor II	\$200
Supervisor I	\$190
Senior Professional II	\$170
Senior Professional I	\$156
Professional IV	\$140
Professional III	\$125
Professional II	\$112
Professional I	\$100
Associate III	\$92
Associate II	\$86
Associate I	\$80
Project Assistant	\$75
Senior GIS Specialist	\$136
GIS/CADD Specialist II	\$120
GIS/CADD Specialist I	\$108
Technical Editor	\$110
Production Specialist	\$86
Clerical	\$75

**Professional classification includes: environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.*

Direct Costs	Rate
Photocopies – Black and White	\$0.20 (single sided) & \$0.36 (double sided)
Photocopies – Color	\$1.50 (single sided) & \$3.20 (double sided)
Photocopies – 11 x 17	\$0.80 (B & W) & \$3.20 (color)
Oversized Maps	\$8.00/square foot
Reproduction: CDs	\$10/disc
Light duty /Passenger Vehicles**	\$85/day
4-WD/Off-Road Vehicles**	\$135/day

*** \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.*

Other Direct Costs

Other direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Other direct costs associated with completing a project that are not included in the hourly billing rates described above may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges, etc.

WALLACE GROUP

Engineering

Sub-Consultant Rate Sheet

Rincon Consultants Inc.

Equipment Schedule for Environmental Sciences and Planning Services

Equipment	Day Rate
Environmental Site Assessment	
Brass Sample Sleeves, Bailers, Disposable Bailers	\$25
Water Level Indicator, DC Purge Pump	\$40
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
Flame Ionization Detector	\$200
Natural Resources Field Equipment	
Trimble GPS (sub-meter accuracy)	\$190
UAS Drone	\$250
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian/Vernal Pool Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net, field	\$150
Remote Field Package (digital camera, GPS, thermometer, binoculars, tablet and mifi, DeLorme Satellite Beacon, 24-Hour Safety Phone)	\$125
Sound Level Metering Field Package (anemometer, tripod, and digital camera)	\$100
Standard Field Package (digital camera, GPS, thermometer, binoculars, tablet, safety equipment, and botanic collecting equipment)	\$95
Fisheries Equipment Package (waders, wetsuits, dip nets, seine nets, bubblers, buckets)	\$50
Water Quality Equipment (DO, pH, Turbidity, refractometer, temperature)	\$55
Large Block Nets	\$100
Minnow Trap	\$85
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large Seine	\$10/\$50
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$.50
Water & Marine Resources Equipment	
Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$150
Boat (20 ft. Boston Whaler or Similar)	\$300
Boat (27 ft. Wilson or Similar)	\$550
Side Scan or Single Beam Sonar	\$700
Underwater & Marine Sampling Gear includes: U/W Photo/Video Camera, SCUBA Equipment (Tanks, BCD, Regulators, Wetsuits, etc)	\$50/diver
Marine Field Package (Personal Flotation Devices (PFDs), 100 ft. Reel Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guides)	\$50
Insurance, Hazard & Safety Fees	
L & H Dive Insurance	\$50/diver
Hazard Premium (In or Underwater ONLY per/hour)	\$1.25 X hourly
Level C Health and Safety	\$60 person

WALLACE GROUP

Landscape Architecture & Design

Rate Sheet

Engineering, Design & Support Services:

Prevailing Wage *

Assistant Designer/Technician	\$ 70
Designer/Technician I - IV	\$ 75 - \$105
Senior Designer I - III	\$138 - \$148
GIS Technical Specialist	\$130
Senior GIS Technical Specialist	\$145
Associate Engineer I - II	\$ 95 - \$105
Engineer I - IV	\$140 - \$155
Senior Engineer I - III	\$160 - \$170
Director	\$175
Principal Engineer	\$190
Principal	\$195

Surveying Services:

Associate Survey Technician	\$ 85
One-Person Survey Crew	\$160.....\$190
Two-Person Survey Crew	\$195.....\$280
Three-Person Survey Crew	\$272.....\$370
Survey Technician I - IV	\$115 - \$139
Land Surveyor I - III	\$145 - \$155
Senior Land Surveyor I - III	\$160 - \$170
Director	\$175

Support Services:

Office Assistant	\$ 60
Project Assistant I - III	\$ 75 - \$ 85

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- sub-consultant services
- agency fees
- delivery/copy services
- mileage (per IRS rates)
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:

Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.

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WALLACE GROUP

Landscape Architecture & Design

Sub-Consultant Rate Sheet

YEH AND ASSOCIATES

Professional Services:

Classification

Principal	\$185
Senior Project Manager	\$160
Senior Project Specialist	\$145
Project Manager	\$135
Senior Project Engineer or Geologist	\$115
Project Engineer or Geologist	\$100
Staff Engineer or Geologist	\$80
Engineer or Geologist Intern	\$60
Resident Construction Engineer	\$145
Construction Manager	\$130
Construction Observer III	\$115
Construction Observer II	\$100
Construction Observer I	\$85
Technician Leader or Supervisor	\$100
Laboratory Supervisor	\$95
Technician III	\$80
Technician II	\$65
Technician I	\$50
CAD Designer	\$110
CAD Technician	\$65
Administrative Assistant	\$60

Overtime rates for Construction Inspection, Technicians and Office Staff is 1.5 x rates shown.

Rates do not include prevailing wage rates for field services. Prevailing wages will be determined on a project-by-project basis.

Laboratory tests are quoted on separate schedule or cost plus 15 percent for outside laboratory testing when applicable. Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$350 per hour.

Other Direct Charges:

Subcontracted services, copying and rented equipment Cost Plus 10%

Travel, subsistence, and expenses Cost Plus 10%

Vehicle \$ 80/day

Automobile Mileage \$ 0.55/mile

WALLACE GROUP

Landscape Architecture & Design

Sub-Consultant Rate Sheet

Rincon Consultants Inc.

Professional, Technical & Support Personnel*	Hourly Rate
Principal II/Director II	\$235
Principal /Director I	\$215
Senior Supervisor II	\$200
Supervisor I	\$190
Senior Professional II	\$170
Senior Professional I	\$156
Professional IV	\$140
Professional III	\$125
Professional II	\$112
Professional I	\$100
Associate III	\$92
Associate II	\$86
Associate I	\$80
Project Assistant	\$75
Senior GIS Specialist	\$136
GIS/CADD Specialist II	\$120
GIS/CADD Specialist I	\$108
Technical Editor	\$110
Production Specialist	\$86
Clerical	\$75

**Professional classification includes: environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.*

Direct Costs	Rate
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Photocopies – Color	\$1.50 (single sided) & \$3.20 (double sided)
Photocopies – 11 x 17	\$0.80 (B & W) & \$3.20 (color)
Oversized Maps	\$8.00/square foot
Reproduction: CDs	\$10/disc
Light duty /Passenger Vehicles**	\$85/day
4-WD/Off-Road Vehicles**	\$135/day

*** \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.*

Other Direct Costs

Other direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Other direct costs associated with completing a project that are not included in the hourly billing rates described above may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges, etc.

WALLACE GROUP

Landscape Architecture & Design

Sub-Consultant Rate Sheet

Rincon Consultants Inc.

Equipment Schedule for Environmental Sciences and Planning Services

Equipment	Day Rate
Environmental Site Assessment	
Brass Sample Sleeves, Bailers, Disposable Bailers	\$25
Water Level Indicator, DC Purge Pump	\$40
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
Flame Ionization Detector	\$200
Natural Resources Field Equipment	
Trimble GPS (sub-meter accuracy)	\$190
UAS Drone	\$250
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian/Vernal Pool Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net, field notes)	\$150
Remote Field Package (digital camera, GPS, thermometer, binoculars, tablet and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$125
Sound Level Metering Field Package (anemometer, tripod, and digital camera)	\$100
Standard Field Package (digital camera, GPS, thermometer, binoculars, tablet, safety equipment, and botanic collecting equipment)	\$95
Fisheries Equipment Package (waders, wetsuits, dip nets, seine nets, bubblers, buckets)	\$50
Water Quality Equipment (DO, pH, Turbidity, refractometer, temperature)	\$55
Large Block Nets	\$100
Minnow Trap	\$85
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large Seine	\$10/\$50
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$.50
Water & Marine Resources Equipment	
Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$150
Boat (20 ft. Boston Whaler or Similar)	\$300
Boat (27 ft. Wilson or Similar)	\$550
Side Scan or Single Beam Sonar	\$700
Underwater & Marine Sampling Gear includes: U/W Photo/Video Camera, SCUBA Equipment (Tanks, BCD, Regulators, Wetsuits, etc)	\$50/diver
Marine Field Package (Personal Flotation Devices (PFDs), 100 ft. Reel Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guides)	\$50
Insurance, Hazard & Safety Fees	
L & H Dive Insurance	\$50/diver
Hazard Premium (In or Underwater ONLY per/hour)	\$1.25 X hourly
Level C Health and Safety	\$60 person

WALLACE GROUP

Landscape Architecture & Design

Sub-Consultant Rate Sheet

Gray Electrical Consulting & Engineering Corp

Engineering	
Professional Electrical Engineer	\$174
Expedited Professional Electrical Engineering Services	\$190
Electrical Designer	\$126.50
Drafting	
Sr. Electrical Drafting Technician (3-D Modeling for Electrical Systems)	\$110
Electrical Drafting Technician	\$95
Project Management / Project Controls / Administrative	
Utility Coordinator	\$131.75
Electrical Project Manager	\$126.50
Secretarial	\$68.50
Equipment / Services	
Reproduction, Postage, and Shipping	Cost + 10%
Airfare, Lodging, and Travel Expenses	Cost + 15%
Mileage	\$0.575 / mile
AutoCAD File Issuance (As Built Purposes), < 30 sheets	\$75 / sheet
AutoCAD File Issuance (As Built Purposes), > 30 sheets	\$55 / sheet

Rates are subject to change annually by GECE. Overtime rates are 1.5 times the hourly rate, when services are provided beyond 8 hours in a given work day. These rates are subject to change by GECE every twelve (12) month period on the anniversary of the execution of this proposal.

**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.

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 ALLOWED 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 Telephone: _____ NAMED INSURED TYPE OF INSURANCE ☐ GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered CITY AGREEMENTS/PERMITS								
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="padding: 5px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 50%; padding: 5px;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </tbody> </table>			LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
OTHER PROVISIONS CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____									
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: - 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: _____									

Rev. 7/19

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: 10/01/19
- (2) Consultant: AECOM Technical Services, Inc.
- (3) Services: On-Call Engineering Services
- (4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement State Date listed above
- (5) Agreement Ending Date: 10/01/22
- (6) Total Agreement Amount: \$750,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: William Black
- (9) Insurance Coverage: INS-A

- (10) Addresses for Notice: *FOR*

CONSULTANT:

1220 Avenida Acaso
Camarillo, CA 93012
Attn: William Black, PE,
Project Manager

FOR CITY:

305 West Third Street, East
Wing, Third Floor
Oxnard, CA 93036
Attn: Tatiana Arnaout, Interim
City Engineer

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

william.black@aecom.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
- ☒ Schedule of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-[letter])

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

AECOM TECHNICAL SERVICES, INC.

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

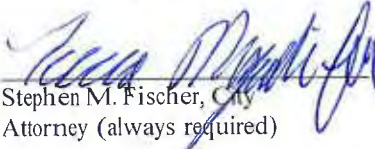
Glen Hille, Vice President² _____ Date _____

Charles F. Szurgot, Secretary _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

 _____
Stephen M. Fischer, City Attorney (always required) _____ Date 8-14-19

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.

Landscape Architecture and Design 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 preliminary plans and working drawings, complete sets of plans, specifications, construction engineering estimates and construction support for City projects. Project types may include, but not be limited to:
 - 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.
2. Grant application support (draft applications, graphic attachments, benefit cost analysis).
3. Coordination with utilities, special districts, and public agencies.
4. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others.
5. Additional professional services offered by Consultant.

Rates and Costs Exhibit

Engineers, Planners, Architects, Scientists:

Principal Engineer	\$250.00 per hour
Specialty Principal Engineer	\$260.00 per hour
Senior Structural Engineer	\$250.00 per hour
Senior Engineer	\$180.00 per hour
Associate Engineer	\$150.00 per hour
Assistant Engineer	\$115.00 per hour
Construction Manager	\$155.00 per hour

Technical Support Staff:

Design/CADD Supervisor	\$160.00 per hour
Senior Designer/Design CADD Operator	\$110.00 per hour
Drafter/CADD Operator	\$100.00 per hour
Clerical/General Office	\$80.00 per hour

Sub consultants will be charged at cost + 10% markup.

Key Professional Staff

Staff	Role Hourly Rate	Years Exp	Education/Registration	Project Experience
William Black, PE	Project Manager \$250	40	- MBA, Golden Gate University, San Francisco, CA, 1985 - BS, Civil Engineering, University of Berkeley, Berkeley, 1975 - Professional Engineer (Civil), CA #C31465, FL #C80102, NV #13669	- City Engineer, City of Palmdale - Wastewater Plant Improvements – City of Bakersfield, City of Oxnard, and Kern Sanitation Authority - Water works projects including treatment plants, water wells, water storage, reservoirs, distribution facilities - More than 40 Compressed Natural Gas fueling facilities.
Ben Horn, PE	Principal-in-Charge \$250	49	- BS, Civil Engineering, California State University, Fresno - Professional Engineer (Civil), CA #23028	- Water Treatment Plant Improvements, AVEK, Palmdale, CA - Meadows Field Runway 30R Utility Tunnel, North of the River Municipal Water District, Bakersfield, CA - Domestic Water and Sewer Services, ENCSD, Bakersfield, CA
JT Gardner, PE	Quality Control \$200	30	- Bachelor of Science, Civil Engineering, Brigham Young University - Professional Engineer (Civil), CA #48280	- Blower and Solids Dewatering Project, Porterville, CA - Waste Discharge Report (WDR) Renewal, Fillmore, CA - Regulatory Compliance and Title 22 Update for North of River Sanitary District, Bakersfield, CA
Dan Cronquist, PE, PLS	Deputy Project Manager \$180	14	- MS, Civil Engineering, Cal Poly, San Luis Obispo - Professional Engineer (Civil), CA #73077 - Professional Land Surveyor, CA #8927	- Westside Parkway Utility Coordination, City of Bakersfield, CA - Arsenic Treatment Pilot Study, Alpaugh, CA - Gulf Box Culvert, Bakersfield, CA - Bike Trail, City of Tehachapi
Reaz Ahmed, PE	Project Engineer \$185	23	- MS, Civil Engineering, University of OK - BS, Chemical Engineering, University of Engineering, Dhaka - Professional Engineer (Chemical) CA #6674	- Wastewater Treatment Plant, Oxnard, CA - Wastewater Treatment System Evaluation, Northrop Grumman, Manhattan Beach, CA - Biological Activated Carbon, UV Oxidation System Preliminary Design, Upper San Gabriel Valley Municipal Water
Rosalda Harris	Construction Management \$155		BS, Civil Engineering, University of Utah	- Santa Paula 4 MG Tank and Pipeline, Santa Paula, CA - Groundwater Recovery Enhancement and Treatment, Oxnard - Water Recycling Facility, Fillmore, CA
Lisa Northwood	Project Engineer \$140	7	- Bachelor of Civil Engineering, Monash University, Australia - Diploma in Languages (Indonesian), Monash University, Australia	- Headworks Upgrade at Simi Valley WQCP, City of Simi Valley - Water Operations Support, City of Oxnard, CA - Kurnell WWTP FEED Study, Caltex, New South Wales, Australia
Dale Wah, PE, SE	Structural Engineer \$250	36	- BS, Civil Engineering, California State Polytechnic University - Professional Engineer (Civil), CA #30973 (Structural), CA #2582	925-2A Reservoir, Ontario, CA - Plant 224 Reservoirs, Suburban Water Systems, Whittier, CA - Twin Oak Reservoirs, North San Diego County, San Diego, CA

City of Oxnard: On-Call Professional Engineering Services

Staff	Role Hourly Rate	Years Exp	Education/Registration	Project Experience
Kunal Raithatha	Electrical Engineer/I&C \$140	7	- MS, Electrical Engineering, University of Texas - BE, Instrumentation Engineering, University of Mumbai	- HCTP SCADA Replacement, Thousand Oaks, CA - Calle Joaquin Lift Station, City of San Luis Obispo, CA - Margarita Lift Station, City of San Luis Obispo, CA
Efrem Sorkin, PE	Electrical Engineer/I&C \$185	49	- MS, Electrical Engineering, Computer Science, Minsk Radio Technical Institute - Professional Engineer (Electrical), CA #14555	- Rancho Centrate Equalization Project, Las Virgenes Municipal Water District, Calabasas, CA - Wastewater Treatment Plant Upgrade, City of Madera, CA - Water System SCADA Project, Rosamond Community Services District, CA
Allan Randall, PE	Electrical Engineer/I&C \$250	48	- MS, Electrical Engineering, University of Pennsylvania - BS, Electrical Engineering, Kansas State University - Professional Engineer (Electrical), CA #9206	- Plant 2 Digester Ferric Chloride Facility, Fountain Valley, CA - J-110 Final Effluent Sampler and Building Area Upgrades, Fountain Valley, CA - Main Street Pumping Station, Orange County, CA
Nick Cooper, PE	Technical Specialist – Wastewater \$260	47	- BS, Civil Engineering, Cornell University - MS Coursework, University of Arizona	- Wastewater Treatment Plant Upgrade, Oxnard, CA - Southside Water Reclamation Plant, Albuquerque, NM - Crooked Creek Water Reclamation Facility Upgrades, GA
William Hoose, AICP	Environmental Planner \$225	13	- BS, Urban & Regional Planning, California State Polytechnic University, 2004 - Professional Engineer, Florida; #40312, Texas: #84535	- San Luis Obispo County – Los Osos Wastewater Project Environmental Impact Report - PG&E Integrity Management Division, Various Regulatory Permitting Projects
Richard Schlutz, AR	Project Architect \$225	26	- MA, Architecture, University of Florida, 1976 - BA, Architecture, Ohio State University, 1974 - Professional Architect, CA: #10938	- New Warehouse & Electrical Building – Oxnard Wastewater Treatment Plant - NST Project – Sacramento Regional Water District - TFT Project – Sacramento Regional Water District
Pooja Mahajan, EIT	Assistant Engineer \$115	5	- BSCE, Civil Engineering, India, 2009 - MS, Agriculture / Environmental Engineering, Clemson University, 2012	- Riverside Water Treatment Plant Disinfection, Columbia, SC - Capital Improvements Program Management Support - Lower Reedy Stormwater Model, Greenville, SC
David Ghilarducci	CADD \$160	31	AA, Architectural Drafting, Arizona Automotive Institute	- Compressed Natural Gas Fueling Stations, Los Angeles, CA - Westside Parkway Repurification, San Diego, CA - Facilities District No. 1 Water System Improvements

AECOM

Engineering Rate Sheet

Engineers, Planners, Architects, Scientists:

Principal Engineer	\$250.00 per hour
Specialty Principal Engineer	\$260.00 per hour
Senior Structural Engineer	\$250.00 per hour
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Assistant Engineer	\$115.00 per hour

Technical Support Staff:

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Drafter/CADD Operator	\$100.00 per hour
Clerical/General Office	\$80.00 per hour

Sub consultants will be charged at cost + 10% markup.

AECOM - Engineering - Rate Sheet

Pg 2

Staff	Role Hourly Rate	Years Exp	Education/Registration	Project Experience
William Black, PE	Project Manager \$250	40	• MBA, Golden Gate University, San Francisco, CA, 1985 • BS, Civil Engineering, University of Berkeley, Berkeley, 1975 • Professional Engineer (Civil), CA #C31465, FL #C80102, NV #13669	• City Engineer, City of Palmdale • Wastewater Plant Improvements – City of Bakersfield, City of Oxnard, and Kern Sanitation Authority • Water works projects including treatment plants, water wells, water storage, reservoirs, distribution facilities • More than 40 Compressed Natural Gas fueling facilities.
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JT Gardiner, PE	Quality Control \$200	30	• Bachelor of Science, Civil Engineering, Brigham Young University • Professional Engineer (Civil), CA #48280	• Blower and Solids Dewatering Project, Porterville, CA • Waste Discharge Report (WDR) Renewal, Fillmore, CA • Regulatory Compliance and Title 22 Update for North of River Sanitary District, Bakersfield, CA
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AECOM - Engineering Rate Sheet

Pg 3

Staff	Role Hourly Rate	Years Exp	Education/Registration	Project Experience
Kunal Ralithatha	Electrical Engineer/I&C \$140	7	- MS, Electrical Engineering, University of Texas - BE, Instrumentation Engineering, University of Mumbai	- HCTP SCADA Replacement, Thousand Oaks, CA - Calle Joaquin Lift Station, City of San Luis Obispo, CA - Margarita Lift Station, City of San Luis Obispo, CA
Efrem Sorkin, PE	Electrical Engineer/I&C \$185	49	- MS, Electrical Engineering, Computer Science, Minsk Radio Technical Institute - Professional Engineer (Electrical), CA #14555	- Rancho Centrate Equalization Project, Las Virgenes Municipal Water District, Calabasas, CA - Wastewater Treatment Plant Upgrade, City of Madera, CA - Water System SCADA Project, Rosamond Community Services District, CA
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Richard Schlutz, AR	Project Architect \$225	26	- MA, Architecture, University of Florida, 1976 - BA, Architecture, Ohio State University, 1974 - Professional Architect, CA: #10938	- New Warehouse & Electrical Building – Oxnard Wastewater Treatment Plant - NST Project – Sacramento Regional Water District - TFT Project – Sacramento Regional Water District
Pooja Mahajan, EIT	Assistant Engineer \$115	5	- BSCE, Civil Engineering, India, 2009 - MS, Agriculture / Environmental Engineering, Clemson University, 2012	- Riverside Water Treatment Plant Disinfection, Columbia, SC - Capital Improvements Program Management Support - Lower Reedy Stormwater Model, Greenville, SC
David Ghillarducci	CADD \$160	31	AA, Architectural Drafting, Arizona Automotive Institute	- Compressed Natural Gas Fueling Stations, Los Angeles, CA - Westside Parkway Repurification, San Diego, CA - Facilities District No. 1 Water System Improvements

AECOM

Engineering Rate Sheet

Engineers, Planners, Architects, Scientists:

Principal Engineer	\$250.00 per hour
Specialty Principal Engineer	\$260.00 per hour
Senior Structural Engineer	\$250.00 per hour
Senior Engineer	\$180.00 per hour
Associate Engineer	\$150.00 per hour
Assistant Engineer	\$115.00 per hour

Technical Support Staff:

Design/CADD Supervisor	\$160.00 per hour
Senior Designer/Design CADD Operator	\$110.00 per hour
Drafter/CADD Operator	\$100.00 per hour
Clerical/General Office	\$80.00 per hour

Sub consultants will be charged at cost + 10% markup.

AECOM - Engineering - Rate Sheet

Pg 2

Staff	Role	Years Exp	Education/Registration	Project Experience
William Black, PE	Project Manager \$250	40	- MBA, Golden Gate University, San Francisco, CA, 1985 - BS, Civil Engineering, University of Berkeley, Berkeley, 1975 - Professional Engineer (Civil), CA #C31465, FL #C80102, NV #13669	- City Engineer, City of Palmdale - Wastewater Plant Improvements - City of Bakersfield, City of Oxnard, and Kern Sanitation Authority - Water works projects including treatment plants, water wells, water storage, reservoirs, distribution facilities - More than 40 Compressed Natural Gas fueling facilities. - Water Treatment Plant Improvements, AVEK, Palmdale, CA - Meadows Field Runway 30R Utility Tunnel, North of the River - Municipal Water District, Bakersfield, CA - Domestic Water and Sewer Services, ENCSD, Bakersfield, CA
Ben Horn, PE	Principal-in-Charge \$250	49	- BS, Civil Engineering, California State University, Fresno - Professional Engineer (Civil), CA #23028	- Water Treatment Plant, Bakersfield, CA - Water Treatment Plant Improvements, AVEK, Palmdale, CA - Meadows Field Runway 30R Utility Tunnel, North of the River - Municipal Water District, Bakersfield, CA - Domestic Water and Sewer Services, ENCSD, Bakersfield, CA
JT Gardner, PE	Quality Control \$200	30	- Bachelor of Science, Civil Engineering, Brigham Young University - Professional Engineer (Civil), CA #48280	- Blower and Solids Dewatering Project, Porterville, CA - Waste Discharge Report (WDR) Renewal, Fillmore, CA - Regulatory Compliance and Title 22 Update for North of River Sanitary District, Bakersfield, CA
Dan Cronquist, PE, PLS	Deputy Project Manager \$180	14	- MS, Civil Engineering, Cal Poly, San Luis Obispo - Professional Engineer (Civil), CA #73077 - Professional Land Surveyor, CA #8927	- Westside Parkway Utility Coordination, City of Bakersfield, CA - Arsenic Treatment Pilot Study, Alpaugh, CA - Gulf Box Culvert, Bakersfield, CA - Bike Trail, City of Tehachapi
Reaz Ahmed, PE	Project Engineer \$185	23	- MS, Civil Engineering, University of OK - BS, Chemical Engineering, University of Engineering, Dhaka - Professional Engineer (Chemical) CA #6674	- Wastewater Treatment Plant, Oxnard, CA - Wastewater Treatment System Evaluation, Northrop Grumman, Manhattan Beach, CA - Biological Activated Carbon, UV Oxidation System Preliminary Design, Upper San Gabriel Valley Municipal Water
Rosalda Harris	Construction Management \$155	30	BS, Civil Engineering, University of Utah	- Santa Paula 4 MG Tank and Pipeline, Santa Paula, CA - Groundwater Recovery Enhancement and Treatment, Oxnard - Water Recycling Facility, Fillmore, CA
Lisa Northwood	Project Engineer \$140	7	- Bachelor of Civil Engineering, Monash University, Australia - Diploma in Languages (Indonesian), Monash University, Australia	- Headworks Upgrade at Simi Valley WQCP, City of Simi Valley - Water Operations Support, City of Oxnard, CA - Kumell WWTP FEED Study, Caltex, New South Wales, Australia
Dale Wah, PE, SE	Structural Engineer \$250	36	- BS, Civil Engineering, California State Polytechnic University - Professional Engineer (Civil), CA #30973 (Structural), CA #2582	925-2A Reservoir, Ontario, CA - Plant 224 Reservoirs, Suburban Water Systems, Whittier, CA - Twin Oak Reservoirs, North San Diego County, San Diego, CA

AECOM - Engineering Rate Sheet

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Staff	Role	Years Exp	Education/Registration	Project Experience
Kunal Rathatha	Electrical Engineer/I&C \$140	7	- MS, Electrical Engineering, University of Texas - BE, Instrumentation Engineering, University of Mumbai	- HCTP SCADA Replacement, Thousand Oaks, CA - Calle Joaquin Lift Station, City of San Luis Obispo, CA - Margarita Lift Station, City of San Luis Obispo, CA
Efrem Sorkin, PE	Electrical Engineer/I&C \$185	49	- MS, Electrical Engineering, Computer Science, Minsk Radio Technical Institute - Professional Engineer (Electrical), CA #14555	- Rancho Centrate Equalization Project, Las Virgenes - Municipal Water District, Calabasas, CA - Wastewater Treatment Plant Upgrade, City of Madera, CA - Water System SCADA Project, Rosamond Community Services District, CA
Allan Randall, PE	Electrical Engineer/I&C \$250	48	- MS, Electrical Engineering, University of Pennsylvania - BS, Electrical Engineering, Kansas State University - Professional Engineer (Electrical), CA #9206	- Plant 2 Digester Ferric Chloride Facility, Fountain Valley, CA - J-110 Final Effluent Sampler and Building Area Upgrades, Fountain Valley, CA - Main Street Pumping Station, Orange County, CA
Nick Cooper, PE	Technical Specialist – Wastewater \$260	47	- BS, Civil Engineering, Cornell University - MS Coursework, University of Arizona	- Wastewater Treatment Plant Upgrade, Oxnard, CA - Southside Water Reclamation Plant, Albuquerque, NM - Crooked Creek Water Reclamation Facility Upgrades, GA
William Hoose, AICP	Environmental Planner \$225	13	- BS, Urban & Regional Planning, California State Polytechnic University, 2004 - Professional Engineer, Florida: #40312, Texas: #84535	- San Luis Obispo County – Los Osos Wastewater Project Environmental Impact Report - PG&E Integrity Management Division, Various Regulatory Permitting Projects
Richard Schlutz, AR	Project Architect \$225	26	- MA, Architecture, University of Florida, 1976 - BA, Architecture, Ohio State University, 1974 - Professional Architect, CA: #10938	- New Warehouse & Electrical Building – Oxnard Wastewater Treatment Plant - NST Project – Sacramento Regional Water District - TFT Project – Sacramento Regional Water District
Pooja Mahajan, EIT	Assistant Engineer \$115	5	- BSCE, Civil Engineering, India, 2009 - MS, Agriculture / Environmental Engineering, Clemson University, 2012	- Riverside Water Treatment Plant Disinfection, Columbia, SC - Capital Improvements Program Management Support - Lower Reedy Stormwater Model, Greenville, SC
David Ghilarducci	CADD \$160	31	AA, Architectural Drafting, Arizona Automotive Institute	- Compressed Natural Gas Fueling Stations, Los Angeles, CA - Westside Parkway Repurification, San Diego, CA - Facilities District No. 1 Water System Improvements

**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.

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

Telephone: () _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")					
PRODUCER			POLICY INFORMATION:		
Telephone:			Insurance Company: Policy No.: Policy Period: (from) _____ (to) ☐ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
NAMED INSURED			☐ Deductible ☐ Self-Insured Retention (check which) of \$_____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)		
			APPLICABILITY . This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:		
			CITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE			OTHER PROVISIONS		
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER					
LIMIT OF LIABILITY			CLAIMS: Underwriter's representative for claims pursuant to this insurance.		
\$ _____ per accident, for bodily injury and property damage.			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: 10-01-19
- (2) Consultant: Dokken Engineering
- (3) Services: On-Call Engineering Services
- (4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement State Date listed above
- (5) Agreement Ending Date: 10-01-22
- (6) Total Agreement Amount: \$250,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Matt Griggs
- (9) Insurance Coverage: INS-A

- (10) Addresses for Notice: *FOR CONSULTANT:*
110 Blue Ravine Rd, Ste 200
- (11) Folsom, CA 95630-4713
- (12) Attn: Matt Griggs, Vice President
- (13) Contact Emails: *CONSULTANT'S PROJECT MANAGER:*
mgriggs@dokkenengineering.com

FOR CITY:
305 West Third Street, East
Wing, Third Street,
Oxnard, CA 93036
Attn: Tatiana Arnaout

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
- ☒ Schedule 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

DOKKEN ENGINEERING, INC.

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

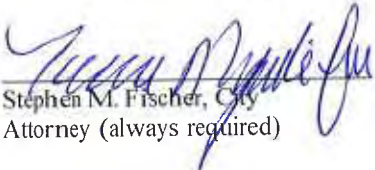
Richard A. Dokken, PE, CEO _____ Date _____

Matthew N. Griggs, Vice President _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

 _____ Date 8-14-19
 Stephen M. Fischer, City Attorney (always required)

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

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.

RATES AND COSTS EXHIBIT

MANAGEMENT	Principal	\$265.00 - \$365.00
	Project Manager	\$145.00 - \$265.00
	QA/QC Manager	\$145.00 - \$265.00
DESIGN	Senior Engineer	\$145.00 - \$265.00
	Associate Engineer	\$105.00 - \$165.00
	Assistant Engineer	\$75.00 - \$115.00
	Senior CAD/Detailer	\$125.00 - \$175.00
	CAD/Detailer	\$75.00 - \$125.00
	Engineering Technician	\$65.00 - \$115.00
ENVIRONMENTAL	Environmental Manager	\$185.00 - \$265.00
	Senior Environmental Planner	\$120.00 - \$185.00
	Associate Environmental Planner	\$95.00 - \$135.00
	Environmental Planner	\$75.00 - \$115.00
PUBLIC OUTREACH	Community Engagement Director	\$165.00 - \$195.00
	Technical Editor	\$105.00 - \$165.00
	Graphic Designer	\$75.00 - \$115.00
RIGHT OF WAY	Right of Way Manager	\$155.00 - \$175.00
	Senior Right of Way Agent / Specialist	\$125.00 - \$155.00
	Right of Way Agent / Specialist	\$115.00 - \$145.00
	Right of Way Administrator / GIS Technician	\$75.00 - \$115.00
SURVEYING	Professional Land Surveyor	\$145.00 - \$225.00
	Office Surveyor	\$75.00 - \$115.00
CONSTRUCTION	Construction Manager	\$145.00 - \$265.00
	Resident Engineer / Structures Representative	\$110.00 - \$175.00
	Office Engineer	\$110.00 - \$175.00
	* Inspector – Day	\$125.00 - \$175.00
	* Inspector – Night / Saturday / OT	\$145.00 - \$195.00
	* Inspector – Sunday / Holiday	\$165.00 - \$225.00

Ordinary supplies and equipment are included in the above hourly rates. The following are considered project-specific items and their cost will be added at the following rates:

Construction Vehicle / Truck	\$80/day
Outside Reproduction	Actual Cost
Permit Fees / Public Notice Advertisements	Actual Cost
Record Search Fees / Mapping Fees / Title Reports	Actual Cost
Room and Equipment Rentals	Actual Cost
Traffic Control	Actual Cost
Utility Potholing	Actual Cost

* Classification subject to California Prevailing Wage

**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.

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

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 \$ EACH OCCURRENCE AGGREGATE		
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, Insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD 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 ☐ _____ _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed: _____	

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")						SUBMIT IN DUPLICATE ENDORSEMENT NO. ISSUE DATE (MM/DD/YYYY)	
PRODUCER			POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits				
Telephone:			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				
NAMED INSURED							
TYPE OF INSURANCE			OTHER PROVISIONS				
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER							
LIMIT OF LIABILITY			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____				
\$ _____ per accident, for bodily injury and property 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:							
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: 10/01/2019
- (2) Consultant: HUITT-ZOLLARS, INCORPORATED
- (3) Services: Providing On-call Engineering and Surveying Consulting and 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: 10/01/2022
- (6) Total Agreement Amount: \$500,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Kevin C. Carter, PE, Vice President
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

1717 McKinney Av, Ste 1400
Dallas, TX 75202
Attn: Kevin C. Carter, PE, Vice President

FOR CITY:

305 W. Third St, 3rd Floor, East Wing
Oxnard, CA 93030
Attn: Tatiana Arnaout, Interim City Engineer

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

kcarter@huitt-zollars.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

HUITT-ZOLLARS, INCORPORATED

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

Robert J. McDermott, C.E.O. _____ Date _____

John Anthony Sosebee, Secretary _____ Date _____

ATTEST:

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

Kevin C. Carter, Vice President _____ Date _____

APPROVED AS TO FORM:

 8-14-19
 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.

¹ 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

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:

8. Provide map check, legal description check, corner record preparation and lot line adjustment review services.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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
15. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others.
16. Additional professional services offered by Consultant.

RATES AND COSTS EXHIBIT

HOURLY RATE SHEET

Engineering/Architecture

Principal-In-Charge	\$ 240.00
QA Manager	\$ 215.00
Sr. Project Manager	\$ 220.00
Project Manager	\$ 185.00
Sr. Civil Engineer	\$ 200.00
Sr. Structural Engineer	\$ 200.00
Sr. Mechanical Engineer	\$ 180.00
Sr. Electrical Engineer	\$ 185.00
Civil Engineer	\$ 155.00
Structural Engineer	\$ 165.00
Mechanical Engineer	\$ 165.00
Electrical Engineer	\$ 165.00
Plumbing Engineer	\$ 165.00
EIT	\$ 120.00
Sr. Designer	\$ 180.00
Designer	\$ 145.00
Sr. CADD Technician	\$ 125.00
CADD Technician	\$ 100.00

Administrative

Sr. Project Support	\$ 100.00
Project Support	\$ 75.00

Survey

Survey Manager	\$ 195.00
Sr. Project Surveyor	\$ 170.00
Project Surveyor	\$ 145.00
Survey Technician	\$ 115.00

Survey Crews

1-Person Survey Crew	\$ 160.00
2-Person Survey Crew	\$ 230.00
3-Person Survey Crew	\$ 295.00

Construction

Construction Manager	\$ 175.00
Resident Engineer	\$ 160.00
Sr. Project Representative	\$ 120.00
Resident Project Representative	\$ 95.00

Reimbursable Expenses

Consultants Cost + 10%	
Other Direct Costs Cost + 10%	
Mileage IRS Standard Business Mileage 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 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 1. 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@debix.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

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			CLAIMS: Underwriter's representative for claims pursuant to this insurance.		
\$ _____ per accident, for bodily injury and property damage.			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. 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 Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or 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: October 1, 2019
- (2) Consultant: Kier & Wright Civil Engineers and Surveyors, 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: October 1, 2022
- (6) Total Agreement Amount: \$250,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Chuck McCallum, PE, President
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

2850 Collier Canyon Road
Livermore, CA 94551
Attn: Chuck McCallum, PE, President

FOR CITY:

305 W. Third St, 3rd Floor, East Wing
Oxnard, CA 93030
Attn: Tatiana Arnaout, Interim City Engineer

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

cmccallum@kierwright.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

**KIER & WRIGHT PROFESSIONAL
ENGINEERING SERVICES, INC.**

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

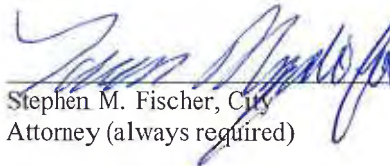
Charles R. McCallum, PE, President Date

Steven M. Calcagno, Secretary Date

ATTEST:

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

APPROVED AS TO FORM:

 8-14-19
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.

¹ 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

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.

RATES AND COSTS EXHIBIT

PRINCIPAL	\$ 243.00/Hour
PRINCIPAL ENGINEER	\$ 221.00/Hour
SENIOR ENGINEER	\$ 192.00/Hour
PROJECT ENGINEER	\$ 179.00/Hour
ENGINEER II	\$ 149.00/Hour
ENGINEER I	\$ 124.00/Hour
SENIOR SURVEYOR	\$ 199.00/Hour
PROJECT SURVEYOR	\$ 177.00/Hour
SURVEY COORDINATOR	\$ 170.00/Hour
SURVEYOR II	\$ 143.00/Hour
SURVEYOR I	\$ 122.00/Hour
ENGINEERING TECH II	\$ 162.00/Hour
ENGINEERING TECH I	\$ 145.00/Hour
SENIOR DRAFTSMAN	\$ 124.00/Hour
DRAFTSMAN II	\$ 103.00/Hour
DRAFTSMAN I	\$ 93.00/Hour
SURVEY TECH	\$ 95.00/Hour
1-MAN SURVEY CREW	\$ 170.00/Hour
2-MAN SURVEY CREW	\$ 275.00/Hour
3-MAN SURVEY CREW	\$ 350.00/Hour
TESTIMONY (TRIAL OR DEPOSITION)	\$ 475.00/Hour
PROJECT COORDINATOR	\$ 102.00/Hour
ENGINEERING COORDINATOR	\$ 88.00/Hour
ENGINEERING / SURVEY INTERN	\$ 51.00/Hour

All blueprinting and reproduction will be billed at cost plus 10%. Time spent for preparation for testimony will be billed in accordance with the above hourly rates.

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 SPACECOMPANY
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 1. 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

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: 10/01/2019
- (2) Consultant: INTERWEST CONSULTING GROUP, INC.
- (3) Services: Providing On-call Project Management, Traffic Engineering, Engineering Plan Review and Construction Management, Inspection & Testing Consulting and 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: 10/01/2022
- (6) Total Agreement Amount: \$1,000,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: James G. Ross, Public Works Group Leader
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

15 140 Transistor Ln
Huntington Beach, CA 92649
Attn: James G. Ross, PW Group Leader

FOR CITY:

305 W. Third St, 3rd Floor, East Wing
Oxnard, CA 93030
Attn: Tatiana Arnaout, Interim City Engineer

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

jross@interwestgrp.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

INTERWEST CONSULTING GROUP, INC.

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

Michael Kashiwagi, C.O.O. _____ Date

ATTEST:

James G. Ross, Public Works _____ Date
 Group Leader

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

APPROVED AS TO FORM:

 8-14-19
 Stephen M. Fischer, City Attorney _____ 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.

¹ 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

Project Management 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. Project/program management.
2. Capital project development and design management.
3. Continuous status reporting and interface with City staff regarding projects.
4. Attend project meetings and prepare meeting agendas and action items.
5. Follow up to ensure action items are complied with.
6. Coordination with consultants.
7. Interagency coordination and permitting.
8. Provide technical review and comment on consultant deliverables.
9. Development/maintenance of project schedules.
10. Track and monitor project costs.
11. Prepare RFPs for professional services, as required to continue progress of projects.
12. Project funding/financing (application, coordination, funding documentation and reimbursement requests).
13. Bid period services (bid package preparation, bidder communication, bid analysis and summary staff reports and recommendations).
14. Utility coordination, communication and permitting.
15. Grant writing and funding applications.
16. Public outreach and project presentations to City staff, Council, and Commissions.
17. Floodplain management and FEMA coordination.
18. Disabled accessibility assessments for City buildings and facilities.
19. Program and ordinance development.
20. Policy and procedure development.
21. Staff training.
22. Additional professional services offered by Consultant.

Traffic 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. Traffic and parking studies including warrant analysis as applicable.
2. Transportation demand management programs.
3. Signal timing and coordination plans, and recommendations on signal maintenance and upgrades.
4. Planning and conceptual designs of traffic diversion and calming plans including roundabouts.
5. 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).
6. Development and updates of transportation related policies and guidelines such as transportation master plans.
7. Grant writing for state and regional funding programs for traffic studies and improvement projects.
8. Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects.
9. Review of the traffic and parking aspects of City capital improvement projects.
10. Multi-modal travel modeling and traffic volume forecasts.
11. Establishment and updates of transportation related fees such as traffic impact fees.
12. Traffic and parking management and control plans.
13. Data collection including multi-modal traffic volumes, traffic speeds, origin-destination surveys, travel time and delays, and parking utilization.
14. Sign and pavement marking retro-reflectivity assessment, and data processing.
15. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others.
16. Additional professional services offered by Consultant.

Engineering Plan Review 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. Review engineering improvement plans (Street, Water, Wastewater, Storm Drain, Signage, Striping, Signal, etc.) and associated calculations and reports (Hydraulic & Hydrology, Wastewater, Water, Geotechnical, etc.) from initial submittal to final recommendation for approval by the City Engineer. Said review may include, but is not limited to:
 - a. New Development Construction Submittal Review.
 - b. 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).
 - c. 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.
 - d. Review plans and calculations for compliance with the Countywide storm water quality (MS4) permit.
 - e. Review and provide comments on drainage, wastewater, and water calculations/reports.
 - f. Review and provide comments on the technical correctness of proposed easement legal descriptions.
2. Review all submittal documents and provide written comments to the City.
3. Provide map check, legal description check, corner record preparation and lot line adjustment review services.
4. Projects may include, but are not limited to:
 - a. Review civil improvement plans.
 - b. Review Drainage, Water, Wastewater and MS4 Studies.
 - c. Review SWPPP submittals.
 - d. Review plans for compliance with disabled access requirements.

- e. Attend internal and external meetings with staff, developer, and developer's consultant.
- f. Application of state and local laws and ordinances and the City's Municipal Code.
- g. Application of the Subdivision Map Act.
- h. Review of project plans in relation to public impacts/improvements.
- i. Understanding of standard details and specifications from:
 - Caltrans
 - Greenbook
 - APWA
 - City of Oxnard
 - County of Ventura
- 5. Grant application support.
- 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.

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.

RATES AND COSTS EXHIBIT

CLASSIFICATION	HOURLY BILLING RATE
Engineering	
Principal in Charge	\$175
Project Manager	160
Traffic Engineer	160
Supervising Engineer	150
Senior Engineer	140
Engineering Associate III	125
Engineering Associate II	115
Engineering Associate I	105
Engineering Technician III	95
Engineering Technician II	85
Engineering Technician I	75
Student Trainee	30
Grading Plans Examiner	120
Construction Management	
Construction Manager	145
Assistant Construction Manager	130
Supervising Public Works Observer	135
Senior Public Works Observer	125
Public Works Observer III	125
Public Works Observer II	115
Public Works Observer I	105
Overtime, Night, Weekend, and Holiday Work	140% of above listed hourly rates

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. A-8170
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.

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 1. 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@bix.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

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 \$ _____ 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 ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 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 Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or 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 _____	

Master On-Call Professional Engineering Services

Public Works & Transportation Committee

September 10 , 20 19



RECOMMENDATION

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

1. Agreement No. A-8164 with Huitt-Zollars, Inc. for On-Call Professional Engineering Services for a three year term, not to exceed \$500,000 .
2. Agreement No. A-8165 with Dokken Engineering, Inc. for On-Call Professional Engineering Services for a three year term, not to exceed \$250,000 .
3. Agreement No. A-8166 with Wallace Group for On-Call Professional Engineering Services for a three year term, not to exceed \$1,000,000 .

RECOMMENDATION

4. Agreement No. A-8167 with AECOM for On-Call Professional Engineering Services for a three year term, not to exceed \$750,000.
5. Agreement No. A-8168 with Kier & Wright Civil Engineers and Surveyors, Inc. for On-Call Professional Engineering Services for a three year term, not to exceed \$250,000.
6. Agreement No. A-8170 with Interwest Consulting Group, Inc. for On-Call Professional Engineering Services for a three year term, not to exceed \$1,000,000.

BACKGROUND

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

BACKGROUND

- 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.

DISCUSSION

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
Huitt-Zollars, Incorporated	3 Year	\$500,000	- Surveying - Engineering
Dokken Engineering, Inc.	3 Year	\$250,000	- Engineering
Wallace Group	3 Year	\$1,000,000	- Construction Management, Inspection and Testing - Engineering - Environmental Planning and Permitting - Landscape Architecture and Design

DISCUSSION

Vendor	Term	Amount	Scope
AECOM Technical Services, Inc.	3 Year	\$750,000	- Construction Management, Inspection and Testing - Engineering - Landscape Architecture and Design
Kier & Wright Civil Engineers and Surveyors, Inc.	3 Year	\$250,000	- Engineering
Interwest Consulting Group, Inc.	3 Year	\$1,000,000	- Construction Management, Inspection and Testing - Engineering - Traffic Engineering - Project Management

DISCUSSION

Previously awarded agreements include:

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 - Engineering - Surveying

- 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?

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PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2.

DATE: September 10, 2019

TO: Public Works and Transportation Committee

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

SUBJECT: Approve Trade Services Agreement No. A-8175 for Foaming Root Control Services to Various Locations Within the City of Oxnard for Duke's Root Control, Inc. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council award and authorize the Mayor to execute Agreement No. A-8175 to Duke's Root Control, Inc., for a three (3) year term for an amount not to exceed \$325,561.50.

BACKGROUND

The City of Oxnard Wastewater Collection system is comprised of over 400 miles of gravity sewer mains ranging from 6 to 66 inches in diameter. Throughout the City of Oxnard, there are specific areas that are prone to root intrusion due to damaged and aging infrastructure. The intrusion of roots into sewers is one of the most destructive elements that face those maintaining wastewater collection systems. The Foaming Root Control Services are for the application of non-carcinogenic, herbicidal foaming agent for the purpose of root control and treatment within various areas throughout the city owned wastewater collection system.

The City has maintained similar contracts throughout the years in an effort to maintain the integrity of the collection system and minimize the potential for sanitary sewer overflows as a result of root intrusion caused blockages. In order to avoid regulatory non-compliance, public health and safety hazards, property and/or environmental damage caused by blockages, root mitigation must be scheduled and executed throughout the City's collection system on a biannual basis.

Areas of heavy root intrusion include:

- Oxnard Historic District
- Downtown Oxnard
- Oxnard Shores
- Northern Oxnard
- Las Posas Estates

DISCUSSION

On June 6, 2019, the City issued a Request for Proposal (RFP) through Solicitation #PW 19-88. The scope of work includes supplying all labor, equipment, materials and incidentals necessary to apply a chemical,

herbicidal root control agent within the existing sanitary sewers for a term of three (3) years with each year renewable in one (1) year increments.

The RFP was sent directly to 9 potential bidders and advertised on the Oxnard City Website. The RFP close date was on July 2, 2019. Duke's Root Control, Inc. was the only responsible and responsive bidder. Purchasing has reviewed and verified the access report which shows each vendor accessed the RFP. Historically, the City of Oxnard has utilized Duke's Root Control, Inc. with no issues and have been very satisfied with their service and performance.

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

The work to be performed under this contract is budgeted annually in the Wastewater Collection Operation and Maintenance budget (611-6103-842-8209) with the Fiscal Year breakdown as follows: FY19/20 - \$106,323.47, FY 20/21 - \$108,520.50 and FY 21/22 - \$110,717.53.

Prepared by: Regina Cuevas, Administrative Technician

ATTACHMENTS

1. Duke's Root Control - A-8175
2. Duke's Root Control Inc RFP Response
3. Dukes Powerpoint

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: September 17, 2019
- (2) Vendor: Duke's Root Control, Inc.
- (3) Services: Foaming Root Control Services for Various Locations Within the City of Oxnard
- (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 17, 2022
- (6) Total Agreement Amount: \$325,561.50
- (7) City's Project Manager: Ray Trevino, Interim Wastewater Collection Supervisor
- (8) Vendor's Project Manager: Tom Edwards, Vice President
- (9) Insurance Coverage: INS-D
- (10) What wages are required for this Project?

- ☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
- ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
- ☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
- ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

- (11) Addresses for Notice:

FOR VENDOR:

1020 Hiawatha Boulevard West
Syracuse, NY 13204
Attn: Tom Edwards, Pacific
Regional Manager

FOR CITY:

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

- (12) Contact Emails:

VENDOR'S PROJECT

*MANAGER:*tom@dukes.com

CITY'S PROJECT MANAGER:

tatiana.arnaout@oxnard.org

The Agreement for Trade 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:

- | | |
|---|--|
| ☒ Vendor Responsibilities Exhibit | ☒ Living Wage Policy Exhibit |
| ☒ Scope of Services Exhibit | ☒ Insurance Exhibit (INS-D) |
| ☒ Rates and Costs Exhibit | ☐ |

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE 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) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor 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. 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.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor 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.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor 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 Vendor 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 Vendor and its employees, agents and subcontractors. Vendor 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 Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor 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 Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor 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.

9. 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 or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor'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 Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor'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 Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. 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. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor 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 Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor 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.

12. Advertising and Publicity. Vendor 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.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor 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 Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor 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. Vendor 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. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor 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.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor 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 Vendor, City shall pay Vendor 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 Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor 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 Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the 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 Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. 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 Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. 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. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor 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 17.

b. Vendor 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 Vendor 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 Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination 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 uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor 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. Vendor 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. Vendor 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, Vendor, 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 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all 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 Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

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

d. Vendor 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 Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or

equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. 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 Vendor in reliance on any Confidential Information disclosed under this Agreement.

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

19. Independent Contractor. Vendor 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 Vendor or any of its employees, except as stated in this Agreement. Vendor 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 Vendor, 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 Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor 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. Vendor and its employees are not employees of City. Vendor 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. Vendor 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. Vendor agrees to pay all required taxes on amounts paid to Vendor 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. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor'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 Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.19 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100,

comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor 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. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor 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 Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor 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, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor 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, Vendor 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 Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor 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 Vendor "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 Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor'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. Vendor 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 Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

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

29. 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.

30. 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.

31. Force Majeure. Neither City nor Vendor 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.

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

33. 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.

34. 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.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor 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.

36. 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.

37. 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 Vendor 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 Vendor, 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.

38. 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.

39. 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) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. 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 either of City or Vendor's Project Managers' emails listed in "(12) 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.

41. 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.

[Signatures on next page]

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

DUKE'S ROOT CONTROL, INC.

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

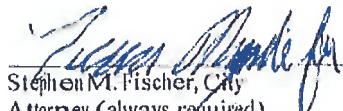
 8/15/19
Braden L. Boyko, Vice President² _____ Date _____

 8/15/19
Lynn Jeffron, Secretary _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

 8-14-19
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.

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CITY OF OXNARD

DUKE'S ROOT CONTROL, INC.

☒ Tim Flynn, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
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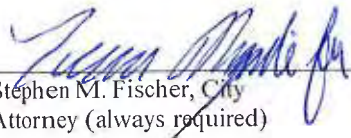
 Braden L. Boyko, Vice President² _____ Date

 Lynn Heffron, Secretary _____ Date

ATTEST:

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

APPROVED AS TO FORM:

 _____
 Stephen M. Fischer, City Attorney (always required) _____ Date 8-14-19

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.

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- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
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- 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.

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.19 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2019**

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$16.19 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

VENDOR RESPONSIBILITIES EXHIBIT

Experience and Qualifications

Vendor Requirements

1. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license prior to the bid date. Evidence of current license must be kept on file at the City of Oxnard.
2. Vendor must have direct experience in completing a minimum of ten (10) projects with a each project having a minimum of 75,000 linear feet of chemical sewer root control applied.

Cal DPR Certified Applicators

1. Vendor shall have a minimum of two (2) employees who are Cal DPR certified pesticide applicators. Evidence of current certification must be kept on file at the City of Oxnard.
2. Vendor shall have Cal DPR certified pesticide applicators on every job site at all times.
3. Cal DPR certified pesticide applicators must have the following minimum level of pesticide application experience:
 - a. Certified pesticide applicators shall have a minimum of three (3) years experience in performing the type of work specified. To be considered as qualifying experience, experience must meet the two (2) following requirements:
 - i. The experience must be obtained as a state licensed and certified applicator.
 - ii. The experience must be for the type of pesticide applications described herein.
 - b. Each certified pesticide applicator shall have personally performed a minimum of 50,000 linear feet of treatments as a certified pesticide applicator.

Cal DPR Licensed Agricultural Pest Control Advisor

1. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA). Evidence of current license must be kept on file at the City of Oxnard.

Confined Space Rescue Training

1. Vendor must provide copies for a minimum of three (3) valid employee certificates of completion of a course in confined space rescue training in accordance with the Federal Regulation CFR 29 1910.146 that pertains to manhole entry.
 - a. Certificates must apply to field personnel that are currently employed by Vendor and that Vendor intends to have work for this project. Evidence of current certification must be kept on file at the City of Oxnard.

Equipment and Supplies

Vendor shall provide the following product data for the chemical, herbicide root agent to be used:

1. Safety Data Sheet (SDS)
2. Product Specimen Label
3. Registration with United States Environmental Protection Agency and State Pesticide Regulatory Agency

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials

and incidentals necessary to apply the chemical herbicide root control agent within existing sanitary sewer mains.

Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled cleaning hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her.

Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

Employee Conduct

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in any building.
7. Use any City telephone except those designated by the City for purposes of business under this contract, except to report need of medical aid, fire, or need of law enforcement (dial 911).

Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

Employee Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

Quantity

Exact quantities may vary from the estimates given, and may be increased or decreased to meet the City's requirements. No minimum is guaranteed.

Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

Invoicing

A separate invoice shall be provided for each service during the contract period.

VENDOR RESPONSIBILITIES

Once a contract has been executed and prior to the start of any work, Vendor must ensure that any employee that is working in the City of Oxnard has the following training:

1. City of Oxnard's Wastewater Confined Space Entry Program
2. City of Oxnard's Wastewater Collection System Spill Procedures

SCOPE OF SERVICES EXHIBIT

SCOPE OF SERVICES

Scope of Work

Vendor shall supply all labor, equipment, materials and incidentals necessary to apply a chemical herbicide root control agent within existing sanitary sewer mains. The agent shall be specifically designed to control tree root intrusions by killing root growth and inhibiting root re-growth within the pipeline without damaging the vegetation producing the roots. The root control agent shall not adversely affect wastewater treatment plant processes.

Transportation, Storage and Protection

All materials shall be transported, stored, and protected in accordance with manufacturer's recommendations and applicable Federal and State guidelines. Liquid chemicals must be packaged in mini-bulk containers that are designed for re-use with dry lock connectors, as part of a closed chemical handling system. Disposable pesticide containers will not be accepted for use on this project.

Chemical Root Control Agent

The chemical root control agent shall be registered with the EPA and the Cal DPR, prior to the bid opening, and shall be labeled for use in sewers to control tree roots and shall contain no chemicals that will cause exceedance of the City's wastewater discharge permit requirements. The use of any chemical must be pre-approved by City Management prior to its use in the City of Oxnard Wastewater Collection System.

The chemical root control agent shall contain an active ingredient for controlling sewer roots and deterring their re-growth. There shall also be a surfactant system to deliver the active ingredient (herbicide) to the target root tissue. The use of the name of a manufacture, brand, make or catalog designation specifying an item does not restrict contractors to that manufacture, brand, make or catalog designation. This is used simply to indicate the character, quality and/or performance equivalence of the commodity on which bids are submitted.

Regarding the active ingredient:

Root control products submitted for use that are labeled "RESTRICTED USE: DUE TO ACUTE TOXICITY" by the United States Environmental Protection Agency (U.S. EPA) are not allowed. Pesticides submitted for use must be currently classified by the U.S. EPA as a non-carcinogen, i.e. as "Not Likely to Be Carcinogenic to Humans" under either the 1985 or 2005 classification systems. Pesticides cannot be listed on the California "Prop 65 List of Chemicals Known to Cause Cancer..."

Vendor must submit a chemical label and material data safety sheet(s), for all chemicals proposed for use during for this contract.

Be non-volatile in order to minimize exposure to workers and other individuals by inhalation.

Pesticidal active ingredients must be non-volatile in order to prevent inhalation exposure to workers, homeowners and the general public in the vicinity of treated areas and must not be a suspected precursor for N-nitrosodimethylamine (NDMA).

Regarding the surfactant system:

Must produce a dense, small bubble, clinging foam, which sustains its shape for minimum of one hour.

Must enhance the penetration of herbicide into root masses.

Regarding substitutes and proven equivalents:

Use of any substitute or equivalent procedures, methods, or materials shall be approved by the City.

Should the Vendor wish to use any brand of material other than as specified herein, he/she shall submit to the City for review, complete with descriptive literature naming the proposed substitution and manufacturer. A product sample will also be required for analysis of NDMA.

Manner of Application

All work must be performed by on-site pesticide certified applicators. "Certified applicator" as described herein, refers to a pesticide applicator certified and licensed by the official state lead agency responsible for the regulation of pesticides.

All work shall be performed according to label instructions and in accordance with the best recommended practice for conditions present in the line under treatment.

All applications shall be done by foaming or other methods as provided on the product label.

The application of material shall be performed in such a way as to contact roots within the primary main line sewer to be treated.

Effort will also be made to penetrate secondary lateral sewers in order to contact roots residing in the "wye" connections.

The foam must be generated through the use of air injection equipment, and the foam must be pumped in to the sewer under pressure – as a foam.

Foam quality must be sufficient to:

Penetrate "wye" connections

Reach a distance of 10 to 15 feet into the connected service lateral

Effectively treat large diameter pipe

Enhance treatment effectiveness overall.

Applications of chemicals designed to generate foam "chemically" on contact with water shall not be accepted.

Materials that are labeled to be poured down manholes or sprayed onto roots shall not be accepted.

Sewer pipe can not be treated effectively when surcharging flow conditions exist.

If a surcharging condition exists on a sewer to be treated (i.e., flow is greater than 60% of the pipe diameter), the Vendor will return to treat that sewer when the flow is normalized.

If a sewer surcharges within a twelve (12) hour period after a treatment has been made, the Vendor will be required to retreat that section of sewer at the Vendor's expense.

Hydraulic sewer cleaning machines shall not be used prior to (for approximately 3-6 months), or during the treatment process.

Protection of Wastewater Treatment Plant and Receiving Waters

The Vendor shall take all steps necessary and appropriate to prevent adverse effects on wastewater treatment plant processes.

The Vendor attests, through submittal of this bid and entering into a contract, that the Vendor is expert in this type of work, and recognizes and understands the risks posed by this type of work on wastewater treatment plant processes. The Vendor shall not rely on the City for guidance in this regard.

Introduction of any materials in any wastewater treatment plant must be with the approval of the City's Wastewater Collections Supervisor.

The Vendor shall provide the Wastewater Collections Supervisor with names and phone numbers of individuals in a position to notify the Vendor's crews of the need to immediately stop work, including the names and phone numbers of the Vendor and the hotel or other local phone number of the Vendor's on site supervisor.

The Vendor shall maintain daily communications with the Wastewater Collections Supervisor to ensure that the chemical root control treatments are not having any adverse effects on wastewater treatment plant processes. In the event that a wastewater treatment plant experiences any reduction in operating efficiency during the execution of the contract, whether the result of the chemical treatments or not, the Vendor shall immediately suspend all applications.

The Vendor shall continue operations only after problems at the wastewater treatment plant have been corrected, and the Vendor has taken appropriate steps, satisfactory to the City, to prevent recurrence of any problems at the wastewater treatment plant that may be the result of chemical applications.

The Vendor shall be financially responsible for any adverse effects on wastewater treatment plant processes which are, directly or indirectly, caused by the chemical applications, including but not limited to the following: damages to plant processes or equipment, clean up and restoration costs, fines imposed on the Owner or on the operator of the wastewater treatment plant by State or Federal agencies, pollution of receiving waters, and civil suits. The Vendor shall further indemnify and hold harmless the City, and the operator of the wastewater treatment plant, against all costs, including legal expenses, relating to treatment plant failure or other damages or pollution caused, directly or indirectly, by the applications of chemicals by the Vendor.

Pollution Liability Insurance

The pollution liability insurance described herein is in addition to all other insurance required of the Vendor by the City, including any insurance described in the general conditions, any insurance required by law, or any other insurance requested by the City.

At the time of the bid opening, the Vendor shall submit written evidence that he has obtained pollution liability coverage.

This coverage shall protect the Vendor, the City, and the City's officer, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property and/or the environment, which may arise directly out of the use of chemicals and/or pollution.

The minimum amount of such insurance shall be one million (\$1,000,000.00) dollars total loss. If an aggregate limit is used, that limit shall be twice the occurrence amount.

This insurance shall be provided to the Vendor by an insurance company that holds at least an "A" rating by A.M. Best rating service.

Nothing contained in this section shall be construed as limiting the extent of Vendor's responsibility for payment of damages resulting from his/her operations under the contract.

Reporting and Documentation

Upon completion of the project and accompanying the invoice, or whenever requested to by the City, the Vendor shall submit log sheets and reports which show, at a minimum, the following information:

The name of the City

The report date

The date each given sewer line was treated

Street name for each given sewer line

A description (manhole numbers, house numbers, cross streets, etc.) which will enable the City to accurately identify the exact location of each sewer line

The pipe size for each given sewer line

The length (manhole to manhole) for each given sewer line

Special conditions found by the Vendor's crew

The date the guarantee expires on each given sewer line

The reports on completed work shall be submitted in two separate formats to assist the City, as follows:

Arranged by Date Treated

In order for the City to easily determine and compare which sewer lines were treated on a given day, the Vendor will submit a complete set of completed work reports sorted by the date treated.

Arranged by Street Name

In order for the City to easily look up a particular street or sewer section, and determine particulars of the treatment, the Vendor will submit a complete set of reports sorted by street name.

In addition, all reports shall be provided in an acceptable software form, and formatted for a program designated by the City.

Guarantee and Warranty

For each sewer section (manhole-to-manhole) that is treated under the Contract, the Vendor shall guarantee the work as follows:

At the option of the City, the Vendor shall, at his/her own expense, re-treat a sewer section, or refund 100% of the payment received to treat that section, in the event that:

Live roots are found in the section within six (6) months of the application

The section plugs up and floods due to tree root obstructions within a period of two (2) years of the treatment date.

Re-treatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee.

The guarantee applies only to sewer stoppages caused by live tree roots.

It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section.

This guarantee applies to main line sewers only. The Vendor is not responsible for damage caused by main line stoppages. The decision of the City as to the cause of a stoppage is binding. The Vendor shall be required to return periodically, at the Vendor's sole expense, for the purpose of performing free re-treatments as required under the guarantee.

City of Oxnard Root Treated Sewer Lines

	Street			Upmh	D I	Dnmh	Size	Feet
E	1ST	STREET		P21-BHE24	S	P21-BHE23	8	104
E	1ST	STREET		P21-BHE25	S	P21-BHE24	8	108
W	2ND	STREET		N21-ALB14	E	N21-ALB13	8	164
W	2ND	STREET		N21-ALB15	A	N21-ALB14	8	65
W	2ND	STREET		N21-ALB16	A	N21-ALB15	8	244
W	3RD	STREET		N21-ALB10	E	N21-ALB09	8	81
W	3RD	STREET		N21-ALB11	E	N21-ALB10	8	41
W	3RD	STREET		N21-ALB12	E	N21-ALB11	8	46
W	3RD	STREET		N21-ALB13	E	N21-ALB12	8	52
	5TH	STREET		N22-AKE03	S	N22-AKE02	8	145
	5TH	STREET		N22-AKE04	A	N22-AKE03	8	136
	5TH	STREET		N22-ALC19	A	N22-ALB32	8	240
	5TH	STREET		N22-ALC20	A	N22-ALC19	8	139
	5TH	STREET		N22-ALC21	A	N22-ALC19	8	135
	6TH	STREET		N22-AJC04	S	N22-AJC03	10	480
N	6TH	STREET		N22-ALB32	A	N22-ALB31	8	387
	9TH	STREET		N23-AJA01	S	N23-AJ+01	8	377

9TH	STREET		N23-AJA02	E	N23-AJA01	8	380
ALEXANDER	STREET		R27-BCK04	S	R27-BCK05	12	280
ALTURAS	STREET		K25-ANA72	S	K26-ANA71	8	425
ALTURAS	STREET		K25ANA73	S	K25-ANA72	8	406
ALTUS	WAY		J25-ANA19	S	J25-ANA18	8	384
AMALFI	WAY		E25-ANK39	S	E25-ANK12	8	399
AMALFI	WAY		E25-ANK40	S	E25-ANK39	8	285
AMALFI	WAY		F25-ANK41	S	F25-ANK40	8	263
AMBROSE	AVENUE		J25-ANA16	S	J26-ANA15	8	400
AMBROSE	AVENUE		J25-ANA17	S	J25-ANA16	8	430
AMBROSE	AVENUE		J25-ANA18	S	J24-ANA17	8	432
ARCADIA	STREET		P26-AGC80	S	P26-AGC77	8	159
ARCADIA	STREET	ALLEY	P25-AGC82	A	P26-AGC61	6	275
ARCADIA	STREET	ALLEY	P26-AGC60	A	P26-AGC59	8	330
ARCADIA	STREET	ALLEY	P26-AGC61	A	P26-AGC60	8	320
ASH	STREET		O24-AGH01	S	O24-AG+19	10	505
ASH	STREET		O24-AGH02	B	O24-AGH01	10	243
ASH	STREET		O24-AGH03	E	O24-AGH02	10	280
ASTER	STREET		M16-ASC03	S	M16-ASC02	8	306
ASTORIA	PLACE		K17-ARC31	S	K17-ARC30	8	316
A	STREET		N21-AKE05	A	N22-AKE03	8	660
A	STREET		N21-ALB17	A	N21-ALB16	8	360
A	STREET		N22-ALB06	S	N22-ALB27	10	88

A	STREET		N22-ALB07	A	N22-ALB06	10	600
A	STREET		N22-ALB28	A	N22-ALB07	8	310
A	STREET		N31-AAE28	S	N31-AAE27	8	328
BEARDSLEY	STREET		BW-BF+62	S	BW-BF+61	10	330
BEARDSLEY	STREET		BW-BF+63	S	BW-BG+62	10	457
BEARDSLEY	STREET		BW-BF+64	S	BW-BF+63	10	384
Street			Upmh	D I	Dnmh	Size	Feet
BERNADETTE	STREET		L17-ARC53	S	L17-ARC52	8	297
BIRCH	STREET		K25-ANA74	S	K25-ANA73	8	439
BROOKSIDE	AVENUE		J25-ANA12	S	J26-ANA12	8	382
BROOKSIDE	AVENUE		J25-ANA13	S	J25-ANA12	8	400
BROOKSIDE	AVENUE		J25-ANA14	S	J25-ANA13	8	337
BROOKSIDE	AVENUE		J26-ANA11	S	J26-ANA03	8	248
BROOKSIDE	AVENUE		J26-ANA15	S	J26-ANA11	8	244
CALLADO	STREET		EE8-BFG14	S	EE8-BFG13	8	295
CALLADO	STREET		EE8-BFG15	S	EE8-BFG14	8	365
CALLADO	STREET		EE8-BFG16	S	EE8-BFG15	8	342
CALLADO	STREET		FF8-BFG17	S	EE8-BFG16	8	353
CALLADO	STREET		FF8-BFG18	S	FF8-BFG17	8	358
CALLADO	STREET		FF8-BFG19	S	FF8-BFG18	8	390
CALLADO	STREET		FF8-BFG20	S	FF8-BGG19	8	52
CATARAMAN	STREET		E23-ANG09	S	E23-ANG08	8	308
CATARAMAN	STREET		E23-ANG13	S	E23-ANG12	8	273

CATARAMAN	STREET		E23-ANG14	S	E23-ANG13	8	181
CENTER SCHOOL	ROAD		EE8-BFG11	S	EE8-BFG10	10	120
CENTER SCHOOL	ROAD		EE8-BFG12	S	EE8-BFG11	10	50
CENTER SCHOOL	ROAD		EE8-BFG13	S	EE8-BFG12	8	124
CHANNEL ISLANDS	BLVD		N28-AFD05	S	N28-AFD04	8	295
CORAL	WAY		E24-ANK23	S	E24-ANK22	8	314
CORBINA	WAY		E25-ANK34	S	E25-ANK10	8	331
CORBINA	WAY		F25-ANK36	S	E25-ANK35	8	336
C	STREET		N21-AJC18	A	N21-AJV30	8	338
DATE	STREET		O25-AGE01	S	O25-AG+14	8	722
DATE	STREET		O25-AGE02	B	O25-AGE01	8	860
DATE	STREET		O25-AGE02A	B	O28-AGE02	8	75
DESEO	AVENUE		EE9-BFG38	B	EE9-BFG37	8	179
DESEO	AVENUE		EE9-BFG49	S	EE9-BFG38	8	388
DESEO	AVENUE		EE9-BFG50	S	EE9-BFG49	8	388
DESEO	AVENUE		EE9-BFG81	S	EE9-BFG38	8	323
DESEO	AVENUE		FF8-BFG73	S	FF8-BFG30	8	400
DESEO	AVENUE		FF9-BFG74	S	FF8-BFG73	8	400
DESEO	AVENUE		FF9-BFG75	S	FF9-BFG74	8	388
DOLPHIN	WAY		E24-ANK20	S	E24-ANK19	8	305
DOLPHIN	WAY		E24-ANK21	S	E24-ANK20	8	304
DOUGLAS	AVENUE		M19-ALA48	A	M19-ALA47	8	443
DRIFFIC SCHOOL			N23-AJA03	E	N23-AJA02	8	406

	DRIFFIC SCHOOL			N23-APTS	S	N23-AJA03	8	103
	D	STREET		N21-AJC07	A	N21-AJC29	8	330
	D	STREET		N21-AJC29	A	N21-AJC06	8	374
	DUNES	CIRCLE		E23-ANG11	S	E23-ANG10	8	198
	E	STREET	ALLEY	M22-AJD03	S	M22-AJD03A	8	81
	FAIRVIEW	DRIVE		DD8-BFG03	S	DD8-BFG02	10	384
	FAIRWAY	DRIVE		DD8-BFG01	E	DD8-BFG01A	10	320
	FAIRWAY	DRIVE		DD8-BFG02	S	DD8-BFG01	10	487
	FAIRWAY	DRIVE		DD8-BFG04	S	DD8-BFG03	10	115
	FAIRWAY	DRIVE		DD8-BFG05	S	DD8-BFG04	10	393
	FAIRWAY	DRIVE		DD8-BFG06	S	DD8-BFG05	10	321
	FAIRWAY	DRIVE		EE8-BFG07	S	EE8-BFG06	10	319
	Street			Upmh	D I	Dnmh	Size	Feet
	FAIRWAY	DRIVE		EE8-BFG08	S	EE8-BFG07	10	354
	FAIRWAY	DRIVE		EE8-BFG09	S	EE8-BFG08	10	252
	FAIRWAY	DRIVE		EE8-BFG10	E	EE8-BFG09	10	310
	FATHOM	DRIVE		I25-ANE26	S	I24-ANE25	8	295
	FATHOM	DRIVE		I25-ANE27	S	I25-ANE26	8	295
	F	STREET	ALLEY	M22-ALA11	S	M22-ALA11A	8	150
	GARRIDO	COURT		FF9-BFG63	S	FF9-BFG43	8	263
	GARRIDO	COURT		FF9-BFG64	S	FF9-BFG63	8	339
	GARRIDO	DRIVE		FF9-BFG41	S	FF9-BFG40	8	200

	GARRIDO	DRIVE		FF9-BFG42	S	FF9-BFG41	8	266
	GARRIDO	DRIVE		FF9-BFG44	S	FF9-BFG43	8	366
	GARRIDO	DRIVE		FF9-BFG51	S	FF9-BFG40	8	394
	GARRIDO	DRIVE		FF9-BFG52	S	FF9-BFG51	8	394
	GARRIDO	DRIVE		FF9-BFG53	S	FF9-BFG52	8	394
	GARRIDO	DRIVE		FF9-BFG54	S	FF9-BFG53	8	400
	GARRIDO	DRIVE		FF9-BFG55	S	FF9-BFG54	8	386
	GENEVA	WAY		K26-ANA71	S	K26-ANA07	8	253
	GINA	DRIVE		L17-ARC53	S	L17-ARC49	8	350
	GINGER	STREET		M16-ASC01	S	M17-AS+13	8	208
	GINGER	STREET		M16-ASC02	S	M16-ASC01	8	208
	GOLDEN SPUR	DRIVE		FF9-BFG71	S	FF10-BFG67	8	380
	GOLDEN SPUR	DRIVE		FF9-BFG72	S	FF9-BFG71	8	378
	GRADA	AVENUE		EE8-BFG32	S	FF8-BFG28	8	388
	GRADA	AVENUE		EE9-BFG33	S	EE8-BFG32	8	388
	GRADA	AVENUE		EE9-BFG34	S	EE9-BFG33	8	251
	GRADA	AVENUE		EE9-BFG36	S	EE9-BFG35	8	400
	GRADA	AVENUE	EASEMENT N	EE9-BFG37	S	EE9-BFG34	8	175
	G	STREET		M18-ALA47	A	M20-ALA46	8	465
	G	STREET		M20-ALA45	E	M30-ALA44	8	171
	GUAVA	STREET		M25-AMD20	S	M26-AMD19	8	276
	GUAVA	STREET		P26-AGC72	S	P26-AGC71	8	360
	GUAVA	STREET		P26-AGC73	S	P26-AGC72	8	180

	GUINDA	COURT		FF8-BFG80	S	FF8-BFG19	8	310
	HARBOR	BLVD		E22-ANH41	S	E22-ANH40	8	318
S	HARBOR	BLVD		E23-ANH35	F	E23-ANH34	8	253
	HARBOR	BLVD		E24-ANK02	S	E24-ANK01	10	254
	JOANNE	WAY		K17-ARC47	S	K17-ARC43	8	345
	JOANNE	WAY		K17-ARC51	S	K17-ARC47	8	355
	J	STREET		M32-AAG02	S	M32-AAG01	8	172
	J	STREET		M32-AAG06	S	M31-AAG05	8	361
	K	STREET		L21-ABG03	S	L22-ABG02	10	443
	LAKEHURST	STREET		L17-ABM23	S	L18-ABM22	8	274
	LAKEHURST	STREET		L18-ABM22	S	L18-ABM05	8	278
	LARK	STREET		O28-AEK34	S	O28-AE532	8	270
	MAGNOLIA	AVENUE		N20-AJD22	A	N20-AJD21	8	520
	MAGNOLIA	AVENUE		N20-AJD23	A	N20-AJD22	8	500
	MAPLE	STREET		O27-AHA30	S	O27-AHA48	8	282
	MARGARITA	STREET		P20-AHE26	S	P21-BHE25	8	498
	MARLIN	WAY		E25-ANK16	S	E25-ANK05	8	316
	MCLAUGHLIN	AVENUE		K25-ANA61	S	K26-ANA60	8	402
	MCLAUGHLIN	AVENUE		K25-ANA62	S	K25-ANA61	8	398
	Street			Upmh	D I	Dnmh	Size	Feet
	MCLAUGHLIN	AVENUE		K25-ANA63	S	K25-ANA62	8	315
	MCLAUGHLIN	AVENUE		K26-ANA60	S	K26-ANA06	8	397
	MERCED	PLACE		S28-BCF26	S	S28-BCF19	8	240

	OLD COACH	DRIVE		FF10-BFG67	S	FF10-BFG47	8	408
	OLD COACH	DRIVE		FF10-BFG86	S	FF10-BFG67	8	210
	OLD COACH	DRIVE		FF9-BFG68	S	FF9-BFG86	8	129
	OLD COACH	DRIVE		FF9-BFG69	S	FF9-BFG68	8	334
	OLD COACH	DRIVE		FF9-BFG70	S	FF9-BFG69	8	337
	OLD COACH	DRIVE		FF9-BFG84	S	FF9-BFG70	8	179
	OLGA	STREET		L16-ABQ11	S	L16-ABQ10	8	223
	OLGA	STREET		L16-AGQ12	S	L16-ABQ11	8	296
	OLGA	STREET		L16-ABQ13	S	L16-ABQ12	8	296
	OLGA	STREET		L16-ABQ14	S	L16-ABQ13	8	297
W	OLIVE	STREET		L24-AAU07	S	L27-AAU06	8	310
	OUTRIGGER	WAY		E23-ANH59	S	D24-ANH18	8	353
	OUTRIGGER	WAY		E23-ANH60	S	E23-ANH59	8	299
	OUTRIGGER	WAY		E23-ANH61	S	E23-ANH60	8	350
	OUTRIGGER	WAY		E23-ANH62	S	E23-ANH61	8	337
	OXNARD	BLVD		N22-AKE02	S	O22-AKE01	8	80
	OXNARD	BLVD		O22-AKE01	S	O22-AK+15	8	153
	PIEDMONT/RIAL TO	STREET S		K23-ABD20	S	K24-ABD05	8	357
	PIROPO	COURT		EE9-BFG57	S	FF9-BFG56	8	322
	PIROPO	COURT		EE9-BFG58	S	EE9-BFG82	8	70
	PIROPO	COURT		EE9-BFG82	S	EE9-BFG57	8	264
	PIROPO	COURT		FF9-BFG56	S	FF9-BFG41	8	373
	PIROPO	COURT	EASEMENT S	EE9-BFG59	F	EE9-BFG83	6	148

	PIROPO	COURT	EASEME NT S	EE9- BFG83	S	EE9- BFG82	6	107
	RANCH	ROAD		BW- BF+65	S	BW- BF+64	10	180
	RANCH	ROAD	EASEME NT	BW- BF+66	S	BW- BF+65	10	185
	RANCH	ROAD	EASEME NT	BW- BF+67	E	BW- BF+66	10	225
	RANCH	ROAD	EASEME NT	BW- BF+68	E	BW- BF+67	10	280
	RANCH	ROAD	EASEME NT	BW- BF+69	E	BW- BF+68	10	269
	RANCH	ROAD	EASEME NT	BW- BF+70	E	BW- BF+69	10	375
	RANCH	ROAD	EASEME NT	BW- BF+71	E	BW- BF+70	10	370
	RANCH	ROAD	EASEME NT	BW- BF+72	E	BW- BF+71	10	385
	RANCH	ROAD	EASEME NT	BW- BF+73	E	BW- BF+72	10	205
	RANCH	ROAD	EASEME NT	BW- BF+75	E	BW- BF+73	10	470
	RANCH	ROAD	EASEME NT	BW- BF+76	E	BW- BF+75	10	269
	RANCH	ROAD	EASEME NT	BW- BF+77	E	BW- BF+76	10	218
	RANCH	ROAD	EASEME NT	BW- BF+78	E	BW- BF+77	10	315
	RANCH	ROAD	EASEME NT	BW- BF+79	E	BW- BF+78	10	280
	RAVOLI	DRIVE		G25- ANC13	S	G26- ANC12	8	241
	REDWOOD/SPRU CE	STREET S		L28- AAW06	A	L28- AAW05	8	340
	REEF	WAY		D23- ANH31	S	D23- ANH09	8	279
	REEF	WAY		D23- ANH32	F	D23- ANH31	8	271
	SETIRO	COURT		EE8- BFG77	S	EE8- BFG16	8	154
	RIENTE	STREET		EE8- BFG24	S	EE8- BFG15	8	336
	RIENTE	STREET		EE8- BFG25	S	EE8- BFG24	8	250
	ROSADA	COURT		FF8- BFG78	S	FF8- BFG17	8	196

	SAINT JOHNS		ALLEY	M20-ALA46	A	M20-ALA45	8	486
	SAND PIPER	WAY		D23-ANH21	S	D23-ANH07	10	279
	Street			Upmh	D	Dnmh	Size	Feet
S	K	STREET		L21-ABG04	S	L21-ABG03	10	473
	STATHAM	BLVD		P27-AHA10	S	P27-AHA49	10	78
	STATHAM	BLVD		P27-AHA11	S	P27-AHA10	10	415
	STATHAM	BLVD		P27-AHA12	S	P27-AHA11	10	300
	STATHAM	BLVD		P27-AHA47	S	P27-AHA12	10	140
	SUDARIO	COURT		FF9-BFG65	S	FF9-BFG43	8	249
	SUDARIO	COURT		FF9-BFG66	S	FF9-BFG65	8	369
	SUENO	COURT		FF8-BFG79	S	FF8-BGG18	8	195
	SURFRIDER	WAY		E23-ANH28	S	E23-ANH27	8	321
	SURFRIDER	WAY		E23-ANH30	F	E23-ANH29	8	241
	TERRAMAR	WAY		E24-ANJ17	S	E24-ANJ06	8	249
	TRUENO	AVENUE		EE8-BFG21	S	EE8-BFG12	8	260
	TRUENO	AVENUE		EE8-BFG22	S	EE8-BFG21	8	260
	TRUENO	AVENUE		EE8-BFG26	S	EE8-BFG25	8	166
	TRUENO	AVENUE		EE8-BFG27	S	EE8-BFG25	8	255
	TRUENO	AVENUE		EE9-BFG23	S	EE8-BFG22	8	225
	TRUENO	AVENUE		FF8-BFG28	S	EE8-HFG27	8	251
	TRUENO	AVENUE		FF8-BFG29	S	FF8-BFG28	8	400
	TRUENO	AVENUE		FF8-BFG30	S	FF8-BFG29	8	280
	TRUENO	AVENUE		FF8-BFG31	S	FF8-BFG30	8	413

	VALLEY VISTA	DRIVE		EE9-BFG39	S	EE9-BFG38	8	233
	VALLEY VISTA	DRIVE		FF10-BFG47	S	FF9-BFG46	8	200
	VALLEY VISTA	DRIVE		FF10-BFG48	S	FF10-BFG47	8	240
	VALLEY VISTA	DRIVE		FF9-BFG40	S	EE9-BFG39	8	259
	VALLEY VISTA	DRIVE		FF9-BFG43	S	FF9-BFG42	8	181
	VALLEY VISTA	DRIVE		FF9-BFG45	S	FF9-BFG44	8	200
	VALLEY VISTA	DRIVE		FF9-BFG46	S	FF9-BFG45	8	265
	VISALIA	STREET		K25-ANA83	S	K25-ANA82	8	325
	VISALIA	STREET		K25-ANA84	S	K25-ANA83	8	325
	WAVECREST	WAY		E23-ANH55	S	E23-ANH54	8	137
	WAVECREST	WAY		E23-ANH56	F	E23-ANH55	8	300
	WAVECREST	WAY		E23-ANH57	F	E23-ANH56	8	300
	WAVECREST	WAY		E23-ANH58	S	E23-ANH57	8	299
								TOTAL
								S
							6	530
							8	54731
							10	13200
							12	280
								68741

RATES AND COSTS EXHIBIT

First Year Rates:			
Sewer Pipe Size	Unit Price Per Linear Foot	Estimated Footage	Extended Price
6 inch	\$1.37	530	\$726.10
8 inch	\$1.47	54,731	\$80,454.57
10 inch	\$1.86	13,200	\$24,552.00
12 inch	\$2.11	280	\$590.80
15 inch	\$N/A	0	\$
Subtotal		68,741	\$106,323.47
Second Year Rates:			
Sewer Pipe Size	Unit Price Per Linear Foot	Estimated Footage	Extended Price
6 inch	\$1.40	530	\$742.00
8 inch	\$1.50	54,731	\$82,096.50
10 inch	\$1.90	13,200	\$25,080.00
12 inch	\$2.15	280	\$602.00
15 inch	\$N/A	0	\$
Subtotal			\$108,520.50
Third Year Rates:			
Sewer Pipe Size	Unit Price Per Linear Foot	Estimated Footage	Extended Price
6 inch	\$1.43	530	\$757.90
8 inch	\$1.53	54,731	\$83,738.43
10 inch	\$1.94	13,200	\$25,608.00
12 inch	\$2.19	280	\$613.20
15 inch	\$N/A	0	\$
Subtotal			\$110,717.53
Total Contract Value			\$325,561.50

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$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 location or shall be twice the occurrence amount;

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

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

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

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (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

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

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D 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).**

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.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 ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ 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 ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRE AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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 Telephone: _____ NAMED INSURED	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage: ☐ Per Occurrence ☐ Per Claim (which) _____ APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS																
TYPE OF INSURANCE		OTHER PROVISIONS															
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY ☐ Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence _____																	
COVERAGES		Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____															
<table border="1" style="width:100%; border-collapse: collapse;"><thead><tr><th style="width: 30%;"></th><th colspan="2" style="text-align: center;">LIABILITY LIMITS IN THOUSANDS \$</th></tr><tr><th></th><th style="width: 35%;">EACH OCCURRENCE</th><th style="width: 35%;">AGGREGATE</th></tr></thead><tbody><tr><td>☐ GENERAL</td><td rowspan="5"></td><td rowspan="5"></td></tr><tr><td>☐ PRODUCTS/COMPLETED OPERATIONS</td></tr><tr><td>☐ PERSONAL & ADVERTISING INJURY</td></tr><tr><td>☐ FIRE DAMAGE</td></tr><tr><td>☐ _____</td></tr><tr><td>☐ _____</td><td></td><td></td></tr></tbody></table>					LIABILITY LIMITS IN THOUSANDS \$			EACH OCCURRENCE	AGGREGATE	☐ GENERAL			☐ PRODUCTS/COMPLETED OPERATIONS	☐ PERSONAL & ADVERTISING INJURY	☐ FIRE DAMAGE	☐ _____	☐ _____
	LIABILITY LIMITS IN THOUSANDS \$																
	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:																	
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.																	
ENDORSEMENT HOLDER		AUTHORIZED REPRESENTATIVE															
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		☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____															

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
PRODUCER		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
Telephone: NAMED INSURED	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim _____ (which) _____ APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER	OTHER PROVISIONS		
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____		
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City, or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD 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 _____		



City of Oxnard Request for Proposal (RFP)

Foaming Root Control Services

**Bid Close Date: July 2, 2019
by 2:00 p.m. PT**

Purchasing Division
300 West Third Street
Oxnard, CA 93030

Solicitation opportunities: <https://www.oxnard.org/rfps-and-rfqs/>
City Website: <https://www.oxnard.org/>

TABLE OF CONTENTS

A. SOLICITATION INTRODUCTION

- 1.0 Timeline of Events
- 2.0 Period of Performance
- 3.0 Introduction
- 4.0 Background of the City of Oxnard

B. PROPOSAL GUIDELINES

- Tab A – Proposal Checklist
- Tab B – Company Profile/ Experience
- Tab C – Acknowledgement
- Tab D – Scope of Services
- Tab E – Environmental Hazard Submittal
- Tab F – Contractors Qualification Submittal
- Tab G – Pesticide Applicator Submittal
- Tab H – References
- Tab I – Cost/Budget Narrative
- Tab J – Bidder Attachment

Attention Bidders: please complete this document and upload as part of your bid response.

I. TIMELINE OF EVENTS

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

Proposed Timeline

DATE	ACTIVITY
June 6, 2019	Release of Solicitation
June 21, 2019	Last day for Questions by Bidders
July 2, 2019	Submission of the Proposal is due to the City of Oxnard Purchasing Division by 2:00 p.m.
July 2-July 9, 2019	Review of Proposals
July 9-19, 2019	Agreement Development/Negotiations
July 30, 2019	City Council approval (if necessary, e.g., over \$200,000)
August 1, 2019	Contracted work begins

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

2.0 PERIOD OF PERFORMANCE

The period of performance anticipated for this solicitation and shall be for **Three (3)** years, with each year renewable in one (1) year increments from **(August 1, 2019 thru July 31, 2020)** or effective upon signature of an Agreement by both parties, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services.

3.0 INTRODUCTION

The City of Oxnard invites proposals from qualified contractors to provide Foaming Root Control Services for the City of Oxnard.

4.0 BACKGROUND OF THE CITY OF OXNARD

Oxnard, a vibrant and growing community of approximately 200,000 people, is located on the beautiful Southern California coast and is the largest and most populous city in the County of Ventura. Nestled about 60 miles northwest of Los Angeles and 35 miles south of Santa Barbara, Oxnard prides itself on its rich diversity and culture. Oxnard is a full-service city. Incorporated as a general law city in 1903, Oxnard operates under the council-manager form of government. The governing body, the City Council, is composed of five (5) members.

This city by the Pacific Ocean is an ideal place to raise a family; Oxnard residents enjoy a spirit of community pride. With its attractive residential areas located among tree-lined streets, parks and beaches, Oxnard provides a wide variety of housing choices.

Tab A – Proposal Checklist

Instructions:

- a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.
- b) Follow the instructions in each section of this solicitation.
- c) Present all requested items in the index tabs ordered **A through G** as shown.
- d) Label each item presented and include additional items on your Table of Contents.
- e) All proposals must include a detailed description of each proposed service to be provided.
- f) Bidders that do not follow the bid instructions found in the separate document titled “**Terms and Conditions**”, may be found to be “non-responsive” and disqualified from the bid process.

Name of Company: DUKE'S ROOT CONTROL, INC

Service to provide: CHEMICAL TREATMENT OF TREE ROOTS IN SEWERS

Main Point of Contact: BRADEN BOYKO - VICE PRESIDENT

E-mail: braden@dukes.com

Phone: (315) 472-4781

Tab A Proposal Submission Checklist

General Bidder Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

	Page Number
☒ Tab A: Proposal Checklist (<i>this page</i>)	<u>6</u>
☒ Tab B: Company Profile/ Experience	<u>8</u>
☒ Tab C: Acknowledgements	<u>10</u>
☒ Tab D: Scope of Services	<u>11</u>
☒ Tab E: Environmental Hazard Submittal	<u>18</u>
☒ Tab F: Contractors Qualification Submittal	<u>19</u>
☒ Tab G: Pesticide Applicator Submittal	<u>20</u>
☒ Tab H: References	<u>22</u>
☒ Tab I: Cost/Budget Narrative	<u>26</u>
☒ Tab J: Bidder Attachment	<u>27</u>

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.

CERTIFICATIONS

I, BRADEN BOYKO, a duly authorized agent of DUKE'S ROOT CONTROL, INC
Printed Name of Agent/Officer **Name of Organization**

hereby certify that DUKE'S ROOT CONTROL INC by submission of this proposal in response to the
Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature:



Date:

6/27/19

Title of Agent/Officer: VICE PRESIDENT

"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."

Tab B - Company Profile/Experience

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE: CORPORATION

2. Company overview and disclosure of services or activities performed, including:

- a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.
- b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. BIDDER'S RESPONSE: NO CONTRIBUTIONS WERE MADE TO ANY ELECTED OFFICIALS

b. BIDDER'S RESPONSE: SEE ATTACHED

c. BIDDER'S RESPONSE: OVER 30 YEARS OF OPERATIONAL EXPERIENCE

d. BIDDER'S RESPONSE: MAIN OFFICE STAFF OF 8 AT 1020 HIAWATHA BLVD W SYRACUSE, NY 13204

3. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: N/A

4. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE: NONE

5. List the members of your organization who are authorized to negotiate the Agreement. Please provide an email address.

BIDDER'S RESPONSE: BRADEN BOYKO - VICE PRESIDENT; braden@dukes.com

6. Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation:

- a. Position Title
- b. Current Responsibilities
- c. Qualifications/Experiences
- d. Education
- e. Certifications/licenses, if applicable
- f. List other pertinent information that will assist in evaluating Bidder's qualifications.

a. **BIDDER'S RESPONSE:** SEE ATTACHED

b. **BIDDER'S RESPONSE:** SEE ATTACHED

c. **BIDDER'S RESPONSE:** SEE ATTACHED

d. **BIDDER'S RESPONSE:** SEE ATTACHED

e. **BIDDER'S RESPONSE:** SEE ATTACHED

f. **BIDDER'S RESPONSE:** SEE ATTACHED

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

Tab C - Acknowledgement

1. Clarifications, Exceptions, or Deviations

All Bidder(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship have no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Bidder Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable**:

- a. Termination
- b. Indemnification
- c. Limitation of Liability
- d. Insurance
- e. Conflict of Interest
- f. Governing Law
- g. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

BIDDER'S RESPONSE: NONE

2. Evidence of Insurability/Business Licenses

All Bidder(s) shall submit evidence of all required insurance. If awarded the contract the Bidder has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Bidder shall certify to the possession of any and all current required licenses or certifications. Bidder must provide a copy of current business license or other applicable licenses.

3. Transition (If applicable)

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

- a. Continue delivering services until notified otherwise; and
- b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent Contractor(s); and
- c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
- d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab D - Scope of Services

This solicitation has a space provided under each question the City has of the Bidder. This solicitation is available for electronic download at www.publicpurchase.com.

1. Scope of Services

Supply all labor, equipment, materials, and incidentals necessary to apply a chemical, herbicide root control agent within existing sanitary sewer mains. The agent shall be specifically designed to control tree root intrusions by killing root growth and inhibiting root regrowth within the pipeline without damaging the vegetation producing the roots. The root control agent shall not adversely affect wastewater treatment plant processes.

2. Submittals

- a. Submit shop drawings, product data, and experience in accordance with the requirements.
- b. Material Submittals: The Contractor shall provide shop drawings, product data, and other pertinent information as follows:
 - i. Product data for the chemical, herbicide root control agent.
 - ii. Material Safety Data Sheet (MSDS) and Product Specimen Label.
 - iii. Registration with United States Environmental Protection Agency and State Pesticide Regulatory Agency.

3. Experience and Qualifications

Bidders must be licensed with the California Department of Pesticide Regulation (hereafter, Cal DPR) prior to the bid date. All bidders must have a minimum level of pesticide application experience, (see **Tab G - Pesticide Applicator Experience**) and employ Cal DPR certified pesticide applicators on every job site at all times. Additionally, the contractor must employ at least one Cal DPR licensed Pest Control Advisor (PCA). The contractor must provide copies (minimum of 3) of valid employee certificates of completion of a course in a confined space rescue training in accordance with the Federal Regulation CFR 29 1910.146 that pertains to manhole entry. Certificates must apply to field personnel that are currently employed by the

contractor, and that the contractor intends to have work for the project specified herein. American Traffic Safety Services Association (ATSSA) registered flaggers are required. Contractors must provide the necessary references and documentation with the bid (see attachments on following pages).

- a. Applicator license/certification with the Cal DPR. Experience records to demonstrate a minimum of 500,000 feet of sewer applications as a Certified Pesticide Applicator (see **Tab G - Pesticide Applicator Experience**).
- b. Experience records to demonstrate a minimum of ten projects completed and each project exceeding 600,000 linear feet of direct experience in applying chemical sewer root control of the type specified (see **Tab H – References**).
- c. Project experience to indicate the staffing and equipment capable of performing work consistent with the needs of this contract on an immediate basis.

4. Transportation, Storage, and Protection

All materials shall be transported, stored, and protected in accordance with manufacturer's recommendations and applicable Federal and State guidelines.

Liquid chemicals must be packaged in mini-bulk containers that are designed for re-use with dry lock connectors, as part of a closed chemical handling system. Disposable pesticide containers will not be accepted for use on this project.

5. Chemical Root Control Agent

The chemical root control agent shall be registered with the EPA and the Cal DPR, **prior to the bid opening**, and shall be labeled for use in sewers to control tree roots. The chemical Root control agent shall contain an active ingredient for controlling sewer roots and deterring their re-growth. There shall also be a surfactant system to deliver the active ingredient (herbicide) to the target root tissue. The use of the name of a manufacture, brand, make or catalog designation specifying an item does not restrict contractors to that manufacture, brand, make or catalog designation. This is used simply to indicate the character, quality and/or performance equivalence of the commodity on which bids are submitted.

a. Active ingredient:

- i. Root Control products submitted for use that are labeled "RESTRICTED USE: DUE TO ACUTE TOXICITY" by the US EPA are not allowed.
- ii. Pesticides submitted for use must be currently classified by the U.S. EPA as a non-carcinogen, i.e. as "Not Likely to Be Carcinogenic to Humans" under either the 1985 or 2005 classification systems. Pesticides cannot be listed on the CA "Prop 65 List of Chemicals Known to Cause Cancer..."
- iii. Bidders must submit a chemical label and material data safety sheet(s), for all chemicals used on the project.
- iv. Be non-volatile in order to minimize exposure to workers and other individuals by inhalation.

- v. Pesticidal active ingredients must be non-volatile in order to prevent inhalation exposure to workers, homeowners and the general public in the vicinity of treated areas and must not be a suspected precursor for N-nitrosodimethylamine (NDMA).

b. Surfactant system:

- i. Must produce a dense, small bubble, clinging foam, which sustains its shape for minimum of one hour.
- ii. Must enhance the penetration of herbicide into root masses.
- iii. Products that generate foam chemically, upon contact with water **shall not be accepted.**

c. Substitutes and Proven Equivalents:

Use of any substitute or equivalent procedures, methods, or materials shall be approved by the City.

Should the Contractor wish to use any brand of material other than as specified herein, he shall submit to the City for review, complete descriptive literature naming the proposed substitution and manufacturer. A product sample will also be required for analysis of N-nitrosodimethylamine (NDMA).

6. Manner of Application

- a. All work must be performed by on-site pesticide certified applicators. "Certified applicator" as described herein, refers to a pesticide applicator certified and licensed by the official state lead agency responsible for the regulation of pesticides. All work shall be performed according to label instructions and in accordance with the best recommended practice for conditions present in the line under treatment. All applications shall be done by foaming or other methods as provided on the product label.

The application of material shall be performed in such a way as to contact roots within the primary main line sewer to be treated. Effort will also be made to penetrate secondary lateral sewers in order to contact roots residing in the "wye" connections. The foam must be generated through the use of air injection equipment, and the foam must be pumped in to the sewer under pressure—as a foam. Foam quality must be sufficient to penetrate "wye" connections and reach a distance of 10 to 15 feet into the connected service lateral; effectively treat large diameter pipe and to enhance treatment effectiveness overall. Therefore, applications of chemicals designed to generate foam "chemically" on contact with water shall not be accepted. **Materials that are labeled to be poured down manholes or sprayed on to roots shall not be accepted.**

- b. Sewer pipe cannot be treated effectively when surcharging flow conditions exist. If a surcharging condition exists on a sewer to be treated (i.e., flow is greater than 60% of the pipe diameter), the Contractor will return to treat that sewer when the flow is normalized. If a sewer surcharges within a 12 hour period after a treatment has been made, the Contractor will be required to retreat that section of sewer at the Contractor's expense.

- c. Hydraulic sewer cleaning machines shall not be used prior to, or during the treatment process.

7. Protection of Wastewater Treatment Plant and Receiving Waters

- a. The Contractor shall take all steps necessary and appropriate to prevent adverse effects on wastewater treatment plant processes.
- b. The Contractor attests, through submittal of this bid and entering into this contract, that the Contractor is expert in this type of work, and recognizes and understands the risks posed by this type of work on wastewater treatment plant processes. The Contractor shall not rely on the City for guidance in this regard.
- c. Introduction of any materials in any wastewater treatment plant must be with the approval of the wastewater treatment plant operator for that plant.
- d. The Contractor shall notify the Wastewater Operations Manager of any wastewater treatment plant that may be affected by the Contractor's performance of the Contract, of the date and time of all intended work, and provide the Wastewater Operations Manager with data or other information requested by the Manager, including specimen product labels and Material Safety Data Sheets, for any materials introduced to the collection system.
- e. The Contractor shall provide the Wastewater Operations Manager with names and phone numbers of individuals in a position to notify the Contractor's crews of the need to immediately stop work, including the names and phone numbers of the City, the Contractor, and the hotel or other local phone number of the Contractor's on-site supervisor. The Contractor shall maintain daily communications with the Wastewater Treatment Plant Operator to assure that the chemical root control treatments are not having any adverse effects on wastewater treatment plant processes. In the event that a wastewater treatment plant experiences any reduction in operating efficiency during the execution of the contract, whether the result of the chemical treatments or not, the Contractor shall immediately suspend all applications, and notify the City.
- f. The contractor shall continue operations only after problems at the wastewater treatment plant have been corrected, and the Contractor has taken appropriate steps, satisfactory to the City and the Wastewater Operations Manager, to prevent recurrence of any problems at the wastewater treatment plant that may be the result of chemical applications.
- g. The Contractor shall be financially responsible for any adverse effects on wastewater treatment plant processes which are, directly or indirectly, caused by the chemical applications, including but not limited to the following: damages to plant processes or equipment, clean-up and restoration costs, fines imposed on the City or on the operator of the wastewater treatment plant by State or Federal agencies, pollution of receiving waters, and civil suits. The Contractor shall further indemnify and hold harmless the City and the operator of the wastewater treatment plant, against all costs, including legal expenses, relating to treatment plant failure or other damages or pollution caused, directly or indirectly, by the applications of chemicals by the Contractor.

8. Guarantee and Warranty

- a. For each sewer section (manhole-to-manhole) that is treated under the Contract, the Contractor shall guarantee the work as follows.
- b. At the option of the City, the Contractor shall, at his own expense, re-treat a sewer section, or refund 100% of the payment received to treat that section, in the event that: (1) live roots are found in the section within six months after the application; or, (2) the section plugs up and floods due to tree root obstructions within a period of two years, beginning the date of treatment, and ending two years after the date of treatment.
- c. Retreatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee.
- d. The guarantee applies only to sewer stoppages caused by live tree roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. This guarantee applies to main line sewers only. The Contractor is not responsible for damage caused by main line stoppages. The decision of the City as to the cause of a stoppage is binding.
- e. The Contractor shall be required to return periodically, at the Contractor's sole expense, for the purpose of performing free re-treatments as required under the guarantee.

9. Pollution Liability Insurance

In addition, all reports shall be provided in an acceptable software form, and formatted for a program designated by the City at the time of billing.

The pollution liability insurance described herein is in addition to all other insurance required of the contractor by the agency, including any insurance described in the general conditions, any insurance required by law, or any other insurance requested by the agency.

At the time of the bid opening, the contractor shall submit written evidence that he has obtained pollution liability coverage. This coverage shall protect the contractor, the agency, and the agency's officer, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property and/or the environment, which may arise directly out of the use of chemicals and/or pollution. The minimum amount of such insurance shall be **ten million (\$10,000,000.00) dollars** total loss. This insurance shall be provided to the contractor by an insurance company that holds at least an "a" rating by a.m. best rating service. Nothing contained in this section shall be construed as limiting the extent of the contractor's responsibility for payment of damages resulting from his operations under the contract.

10. Reporting and Documentation

Upon completion of the project and accompanying the invoice, or whenever requested to by the City, the Contractor shall submit log sheets and reports which show, as a minimum, the following information:

- a. The name of the City
- b. The report date
- c. The date each given sewer line was treated
- d. Street name for each given sewer line
- e. A description (manhole numbers, house numbers, cross streets, etc.) which will enable the City to accurately identify the exact location of each sewer line
- f. The pipe size for each given sewer line
- g. The length (manhole to manhole) for each given sewer line
- h. Special conditions found by the Contractor's crew
- i. The date the guarantee expires on each given sewer line

The reports on completed work shall be submitted in two separate formats to assist the City, as follows:

- a. Arranged by Date Treated - In order for the City to easily determine and compare which sewer lines were treated on a given day, the Contractor will submit a complete set of completed work reports sorted on the date treated.
- b. Arranged by Street Name - In order for the City to easily look up a particular street or sewer section, and determine particulars of the treatment, the Contractor will submit a complete set of reports sorted by street name.

In addition, all reports shall be provided in an acceptable software form, and formatted for a program designated by the City at the time of billing.

11. Exhibits

For your review a list of the Root Treated Sewer Lines and Maps of the Sewer Trunks have been provided as:

- Exhibit 1 - Root Treated Sewer Lines
- Exhibit 2 – Sewer Trunk Maps

Bidders must address all points in this section. All responses are in italicized font in the box.

Summary of Services

1. Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion.

BIDDER'S RESPONSE:

DUKE'S HAS 4 CERTIFIED PESTICIDE APPLICATORS LICENSED IN CALIFORNIA
WITH 7 FORD F-550 FOAMER TRUCKS LOCATED IN THE AREA FOR THIS PROJECT

2. Has Contractor completed at least ten (10) Other jobs similar in size, nature and scope which the City can verify

BIDDER'S RESPONSE:

YES

Tab E – Environmental Hazard Submittal

Complete the following questionnaire with respect to the product submitted for use by the bidder.

1. Check the US-EPA classification for the submitted product. Restricted use ____ General use ☒
2. What are the Active Ingredients in the product submitted? DIQUAT BROMIDE
3. Are any of the ingredients of the submitted product listed on the CA Prop 65 List?
Yes ____ No ☒. Explain _____
4. Check the classification the U.S. Environment Protection Agency has assigned to the active ingredient(s) in your product with regards to whether it causes cancer.

	1985 Classification
	Human carcinogen
	Probable human carcinogen
	Possible human carcinogen
	Not classifiable as to Human Carcinogenicity
☒	Evidence of Non-carcinogenicity for humans

	2005 Classification
	Carcinogenic to humans
	Likely to be carcinogenic to humans
	Suggestive evidence of carcinogenic potential
	Inadequate information to assess carcinogenic potential
☒	Not likely to be carcinogenic to humans

5. Volatile organic compounds (VOCS) present an inhalation exposure hazard to humans. Does the product submitted contain active herbicide(s) that are considered volatile (VOC) at ambient temperatures. Yes ____, No ☒.

If yes, list the volatile herbicide(s) below: _____

Tab F – Contractors Qualification Submittal

Failure to complete this page in full, and to provide valid, existing licenses and insurance, as required, will render this bid non-responsive and result in the rejection of this bid.

Contractor name: DUKE'S ROOT CONTROL, INC

Street Address: 1020 HIAWATHA BLVD W

City/State/Zip: SYRACUSE, NY 13204

Contractor's Cal DPR Pesticide Business license #: 32297

Contractor employs American Traffic Safety Services Association (ATSSA) registered flaggers?
Yes ☒ No ☐

Contractor US DOT #: 1559146

Brand name of proposed chemical root control product: RAZORROOTER II

USEPA root control agent registration #: 64898-8

Cal DPR root control product registration #: 64898-8-2A

Does the Contractor have pollution liability insurance? Yes ☒ No ☐

Contractor's pollution liability insurance carrier: EVEREST INDEMNITY INSURANCE COMPANY

What is the am best rating for your pollution insurance carrier? A

Does the Contractor have a minimum 5 years of experience in the type of work specified, completed 10 other jobs each consisting in excess of 600,000 linear feet of root treatments each, which the City can verify? Yes ☒ No ☐

Is a product label and Material Safety Data Sheet (MSDS) attached? Yes ☒ No ☐

As per federal code 29 CFR 1910.146, are certificates of completion in confined space entry training attached for all pesticide applicators listed below? Yes ☒ No ☐

Tab G – Pesticide Applicator Experience

This section shall state all employees/subcontractors responsible for administering or providing services. Certified pesticide applicators shall have a minimum three years' experience in performing the type of work specified, while licensed as a state-certified pesticide applicator. To be considered as qualifying experience, experience must meet the three following requirements:

- a. Experience must be obtained as a state licensed and certified applicator
- b. Experience must have been obtained while the applicator was in the employ of the bidder
- c. Experience must be for the type of pesticide applications described herein

Each certified pesticide applicator shall have personally performed a minimum of 500,000 linear feet of treatments as a certified pesticide applicator, while in the employ of the Contractor. The Contractor must submit a list of three (minimum) employees that are certified with the Cal DPR, and that meet these requirements with the bid.

Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation:

- a. Applicator's Name
- b. Pesticide Applicators License #
- c. State Issuing Pesticide Licensing
- d. Date License Issued/Date License Expires
- e. Name of Licensing Agency
- f. Copy of License Submitted with Bid (Yes, No)?
- g. ATSSA Registered Flagger (Yes, No)?

a. **BIDDER'S RESPONSE:** MARK LAWLER

b. **BIDDER'S RESPONSE:** 103436

c. **BIDDER'S RESPONSE:** CALIFORNIA

d. **BIDDER'S RESPONSE:** ISSUED: 1/1/2019 EXPIRES: 12/31/2020

e. **BIDDER'S RESPONSE:** DEPARTMENT OF PESTICIDE REGULATION

f. **BIDDER'S RESPONSE:** YES

g. **BIDDER'S RESPONSE:** YES

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

Applicators experience obtained with the above license.

City (Name of Municipality)	Date Completed	Footage Treated
____ CITY OF REDONDO BEACH	____ NOVEMBER 15, 2018	____ 648,744
____ CITY OF CULVER CITY	____ JUNE 21, 2019	____ 767,860
____ CAMARILLO SANITATION DISTRICT	____ SEPTEMBER 12, 2018	____ 396,041
____ CITY OF OXNARD	____ JANUARY 5, 2017	____ 75,097
____	____	____
____	____	____
____	____	____
____	____	____
____	____	____
____	____	____
____	____	____
Total Footage Treated under this License		1,887,742

Tab G – Pesticide Applicator Experience

This section shall state all employees/subcontractors responsible for administering or providing services. Certified pesticide applicators shall have a minimum three years' experience in performing the type of work specified, while licensed as a state-certified pesticide applicator. To be considered as qualifying experience, experience must meet the three following requirements:

- a. Experience must be obtained as a state licensed and certified applicator
- b. Experience must have been obtained while the applicator was in the employ of the bidder
- c. Experience must be for the type of pesticide applications described herein

Each certified pesticide applicator shall have personally performed a minimum of 500,000 linear feet of treatments as a certified pesticide applicator, while in the employ of the Contractor. The Contractor must submit a list of three (minimum) employees that are certified with the Cal DPR, and that meet these requirements with the bid.

Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation:

- a. Applicator's Name
- b. Pesticide Applicators License #
- c. State Issuing Pesticide Licensing
- d. Date License Issued/Date License Expires
- e. Name of Licensing Agency
- f. Copy of License Submitted with Bid (Yes, No)?
- g. ATSSA Registered Flagger (Yes, No)?

a. BIDDER'S RESPONSE: QUINN CONNELL

b. BIDDER'S RESPONSE: 124156

c. BIDDER'S RESPONSE: CALIFORNIA

d. BIDDER'S RESPONSE: ISSUED: 1/1/2019 EXPIRES: 12/31/2020

e. BIDDER'S RESPONSE: DEPARTMENT OF PESTICIDE REGULATION

f. BIDDER'S RESPONSE: YES

g. BIDDER'S RESPONSE: YES

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

Applicators experience obtained with the above license.

City (Name of Municipality)	Date Completed	Footage Treated
____ COACHELLA VALLEY WATER DISTRICT	____ MARCH 8, 2019	____ 69,002
____ CAMARILLO SANITATION DISTRICT	____ MARCH 12, 2019	____ 84,785
____ CITY OF SAN JOSE	____ NOVEMBER 16, 2015	____ 547,424
____ CITY OF OAKLAND	____ APRIL 19, 2019	____ 355,100
____	____	____
____	____	____
____	____	____
____	____	____
____	____	____
____	____	____
____	____	____
Total Footage Treated under this License		1,056,311

Tab G – Pesticide Applicator Experience

This section shall state all employees/subcontractors responsible for administering or providing services. Certified pesticide applicators shall have a minimum three years' experience in performing the type of work specified, while licensed as a state-certified pesticide applicator. To be considered as qualifying experience, experience must meet the three following requirements:

- a. Experience must be obtained as a state licensed and certified applicator
- b. Experience must have been obtained while the applicator was in the employ of the bidder
- c. Experience must be for the type of pesticide applications described herein

Each certified pesticide applicator shall have personally performed a minimum of 500,000 linear feet of treatments as a certified pesticide applicator, while in the employ of the Contractor. The Contractor must submit a list of three (minimum) employees that are certified with the Cal DPR, and that meet these requirements with the bid.

Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation:

- a. Applicator's Name
- b. Pesticide Applicators License #
- c. State Issuing Pesticide Licensing
- d. Date License Issued/Date License Expires
- e. Name of Licensing Agency
- f. Copy of License Submitted with Bid (Yes, No)?
- g. ATSSA Registered Flagger (Yes, No)?

a. **BIDDER'S RESPONSE:** GARY ROBERTS

b. **BIDDER'S RESPONSE:** 104241

c. **BIDDER'S RESPONSE:** CALIFORNIA

d. **BIDDER'S RESPONSE:** ISSUED: 1/1/2018 EXPIRES: 12/31/2019

e. **BIDDER'S RESPONSE:** DEPARTMENT OF PESTICIDE REGULATION

f. **BIDDER'S RESPONSE:** YES

g. **BIDDER'S RESPONSE:** NO

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

Applicators experience obtained with the above license.

City (Name of Municipality)	Date Completed	Footage Treated
____ CITY OF WORCESTER	____ MARCH 21, 2019	____ 340,585
____ BOROUGH OF HADDONFIELD	____ APRIL 27, 2019	____ 268,369
____ CITY OF BELMONT	____ SEPTEMBER 17, 2013	____ 386,136
____ CITY OF BALTIMORE	____ MARCH 19, 2018	____ 916,234
____	____	____
____	____	____
____	____	____
____	____	____
____	____	____
____	____	____
____	____	____
Total Footage Treated under this License		1,911,324

Tab G – Pesticide Applicator Experience

This section shall state all employees/subcontractors responsible for administering or providing services. Certified pesticide applicators shall have a minimum three years' experience in performing the type of work specified, while licensed as a state-certified pesticide applicator. To be considered as qualifying experience, experience must meet the three following requirements:

- a. Experience must be obtained as a state licensed and certified applicator
- b. Experience must have been obtained while the applicator was in the employ of the bidder
- c. Experience must be for the type of pesticide applications described herein

Each certified pesticide applicator shall have personally performed a minimum of 500,000 linear feet of treatments as a certified pesticide applicator, while in the employ of the Contractor. The Contractor must submit a list of three (minimum) employees that are certified with the Cal DPR, and that meet these requirements with the bid.

Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation:

- a. Applicator's Name
- b. Pesticide Applicators License #
- c. State Issuing Pesticide Licensing
- d. Date License Issued/Date License Expires
- e. Name of Licensing Agency
- f. Copy of License Submitted with Bid (Yes, No)?
- g. ATSSA Registered Flagger (Yes, No)?

a. **BIDDER'S RESPONSE:** RICHARD YAZEL

b. **BIDDER'S RESPONSE:** 101151

c. **BIDDER'S RESPONSE:** CALIFORNIA

d. **BIDDER'S RESPONSE:** ISSUED: 1/1/2018 EXPIRES: 12/31/2019

e. **BIDDER'S RESPONSE:** DEPARTMENT OF PESTICIDE REGULATION

f. **BIDDER'S RESPONSE:** YES

g. **BIDDER'S RESPONSE:** YES

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

Applicators experience obtained with the above license.

City (Name of Municipality)	Date Completed	Footage Treated
____ CITY OF OKLAHOMA CITY	____ APRIL 22, 2019	____ 1,349,538
____ CITY OF DENTON	____ MAY 23, 2018	____ 385,592
____	____	____
____	____	____
____	____	____
____	____	____
____	____	____
____	____	____
____	____	____
____	____	____
Total Footage Treated under this License		1,735,130

Tab H - References

All Bidder(s) must submit ten municipal references for chemical sewer root control work which the agency can verify. Each reference must meet or exceed a project size of 600,000 linear feet of direct experience in applying chemical sewer root control of the type specified. Each reference must be for work actually performed by the Bidder within the last five years.

All references must pertain to actual root control work performed by the Contractor (sub-Contractor references are not applicable). Reference work shall have been performed with the materials, and the manner of application specified herein. Previous work for the agency is applicable. Reports for completed work and customer invoices shall be submitted on request to verify experience.

References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
City/Agency:	COACHELLA VALLEY WATER DISTRICT
Address:	75525 HOVLEY LANE EAST
City, State, Zip:	PALM DESERT, CA 92211
Email address:	jmartinez@cvwd.org
Contact/Telephone:	(760) 398-2651
Footage Treated:	541,483
Date of Treatment:	SEPTEMBER 2002 - MARCH 2019
Project cost:	\$842,218.68

Reference 2	
City/Agency:	CAMARILLO SANITATION DISTRICT
Address:	P.O. BOX 248
City, State, Zip:	CAMARILLO, CA 93011
Email address:	kwilson@cityofcamarillo.org
Contact/Telephone:	(805) 383-5666
Footage Treated:	737,664
Date of Treatment:	SEPTEMBER 2002 - MARCH 2019
Project cost:	\$987,287.53

Reference 3	
City/Agency:	CITY OF BELMONT

Address:	110 SEM LANE
City, State, Zip:	BELMONT, CA 94002
Email address:	tmurray@belmont.gov
Contact/Telephone:	(650) 637-2932
Footage Treated:	1,218,255
Date of Treatment:	JUNE 1995 - JUNE 2019
Project cost:	\$1,133,927.27

Reference 4	
City/Agency:	TOWN OF HILLSBOROUGH
Address:	1600 FLORIBUNDA AVENUE
City, State, Zip:	HILLSBOROUGH, CA 94010
Email address:	kkim@hillsborough.net
Contact/Telephone:	KATHY KIM (650) 375-7538
Footage Treated:	920,744
Date of Treatment:	JANUARY 1995 - MARCH 2018
Project cost:	\$1,158,372.29

Reference 5	
City/Agency:	CITY OF PORTLAND
Address:	1120 SW 5th AVE-RM 1000
City, State, Zip:	PORTLAND, OR 97204
Email address:	john.ordiz@portlandoregon.gov
Contact/Telephone:	JOHN ORDIZ (503) 823-4296
Footage Treated:	5,435,819
Date of Treatment:	NOVEMBER 1993 - JUNE 2019
Project cost:	\$5,748,662.48

Reference 6	
City/Agency:	CITY OF THOUSAND OAKS
Address:	1993 RANCHO CONEJO BLVD
City, State, Zip:	THOUSAND OAKS, CA 91320
Email address:	jnelson@toaks.org

Contact/Telephone:	JOHN NELSON (805) 376-5033
Footage Treated:	296,623
Date of Treatment:	AUGUST 2002 - JUNE 2019
Project cost:	\$401,049.29

Reference 7	
City/Agency:	PLACER COUNTY SPECIAL DISTRICTS
Address:	11472 E AVENUE
City, State, Zip:	AUBURN, CA 95603
Email address:	lperron@placer.ca.gov
Contact/Telephone:	LOU PERRON (530) 889-6839
Footage Treated:	588,220
Date of Treatment:	MARCH 2001 - OCTOBER 2018
Project cost:	\$581,675.88

Reference 8	
City/Agency:	CITY OF SAN JOSE
Address:	1404 MABURY RD
City, State, Zip:	SAN JOSE, CA 95133
Email address:	jennifer.seguin@sanjoseca.gov
Contact/Telephone:	JENNIFER SEGUIN (408) 794-6453
Footage Treated:	1,118,215
Date of Treatment:	OCTOBER 2000 - JUNE 2019
Project cost:	\$1,249,657.88

Reference 9	
City/Agency:	SOUTH COAST WATER DISTRICT
Address:	31592 WEST STREET
City, State, Zip:	LAGUNA NIGUEL, CA 92607
Email address:	cnewton@scwd.org
Contact/Telephone:	CHRIS NEWTON (949) 499-4555
Footage Treated:	371,817
Date of Treatment:	JUNE 2004 - MARCH 2019

Project cost:	\$424,834.01
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Reference 10	
Company name:	
City/Agency:	EASTERN MUNICIPAL WATER DISTRICT
Address:	P.O. BOX 8300
City, State, Zip:	PERRIS, CA 92572
Email address:	beardj@emwd.org
Contact/Telephone:	JASON BEARD (951) 928-3777
Footage Treated:	465,906
Date of Treatment:	JUNE 2005 - MARCH 2019
Project cost:	\$736,822.20

Only Bidder's experienced in this type of work will be considered. Failure to provide sufficient Verifiable references will result in rejection of this bid.

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE: SEE SECTION ABOVE

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE: NONE

Tab I - Cost Proposal/Budget Narrative

In this section, please complete and include this Cost Proposal. Cost Proposals will be disclosed to the evaluators after the evaluation of the technical proposals has been completed. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. As stated in the Cost Proposal, Bidders must provide fully inclusive blended rates, which are all-encompassing of the Bidder's project-related or supported expenses. Bidders may also include any other documents as information to further explain the proposed costs.

Method of payment. Payment by the City for the services will be made only after the services have been performed and an invoice is submitted. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

Cost proposal must be all-inclusive and include, but not be limited to, the following labor, equipment, materials, and related costs.

First Year Rates:

Sewer Pipe Size	Unit Price Per Linear Foot	Estimated Footage	Extended Price
6 inch	\$ 1.37	530	\$ 726.10
8 inch	\$ 1.47	54,731	\$ 80,454.57
10 inch	\$ 1.86	13,200	\$ 24,552.00
12 inch	\$ 2.11	280	\$ 590.80
15 inch	\$ 2.83	0	\$

Second Year Rates:

Sewer Pipe Size	Unit Price Per Linear Foot	Estimated Footage	Extended Price
6 inch	\$ 1.40	530	\$ 742.00
8 inch	\$ 1.50	54,731	\$ 82,096.50
10 inch	\$ 1.90	13,200	\$ 25,080.00
12 inch	\$ 2.15	280	\$ 602.00
15 inch	\$ 2.89	0	\$

Third Year Rates:

Sewer Pipe Size	Unit Price Per Linear Foot	Estimated Footage	Extended Price
6 inch	\$ 1.43	530	\$ 757.90
8 inch	\$ 1.53	54,731	\$ 83,738.43
10 inch	\$ 1.94	13,200	\$ 25,608.00
12 inch	\$ 2.19	280	\$ 613.20
15 inch	\$ 2.95	0	\$

Tab J - Bidder Attachment

Any response that Bidders are finding difficulty pasting into the “Bidders Response” boxes in any section of the solicitation, bidders shall paste in Tab J. When pasting attachments to Tab J, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding “Attachment Number” into the Bidder’s Response box as the example shows below:

Below is an example:

Tab C - Company Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

BIDDER’S RESPONSE: Located in “Attachment 1”

2. Proof of non-profit status, if applicable

BIDDER’S RESPONSE: Located in “Attachment 2”

Tab J - Any response that Bidders are finding difficulty pasting into the “Bidders Response” boxes in any section of the solicitation, bidders shall paste in Tab I. When pasting attachments to Tab J, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding Attachment Number into the Bidder’s Response box with the words “See Tab J.” List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	ORGANIZATIONAL FLOW CHART & CREDENTIALS	
Attachment 2	CERTIFICATE OF INSURANCE	
Attachment 3	SPECIMEN LABEL, MSDS & GUARANTEE	
Attachment 4	APPLICATOR LICENSES & CERTIFICATES	
Attachment 5		
Attachment 6		
Attachment 7		
Attachment 8		

FOAMING ROOT CONTROL SERVICES TO DUKES ROOT CONTROL, INC.

Public Works and Transportation Committee
September 24, 2019



RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council award and authorize the Mayor to execute Agreement No. A-8175 to Dukes Root Control, Inc., for a three (3) year term for an amount not to exceed \$325,561.50.

BACKGROUND

- Annual sanitary sewer root foaming treatment.
- Approximately 70,000 linear feet to be treated annually.
- Locations to be serviced
 - Oxnard Historic District
 - Downtown Oxnard
 - Oxnard Shores
 - Northern Oxnard
 - Las Posas Estates
- Foaming Root Service has been provided for over 18 years.
- Service has greatly reduced sanitary sewer overflow caused by root intrusion.

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BID SUMMARY

- June 6, 2019, City issued a Request for Proposal (RFP) through Solicitation # PW 19-88.
- RFP sent to 9 potential bidders.
- Bids were opened on July 2, 2019.
- One bid received from Dukes Root Control, Inc.
- Bid determined to be reasonable and responsive.

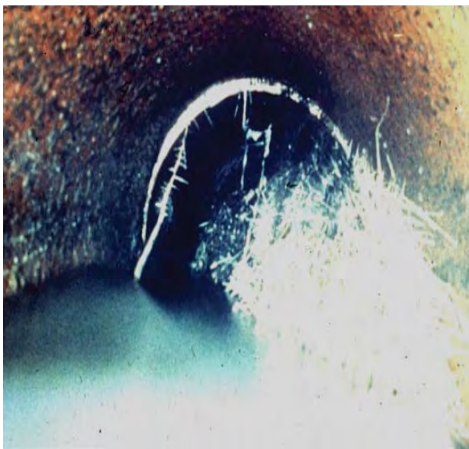
FOAMING AGENT



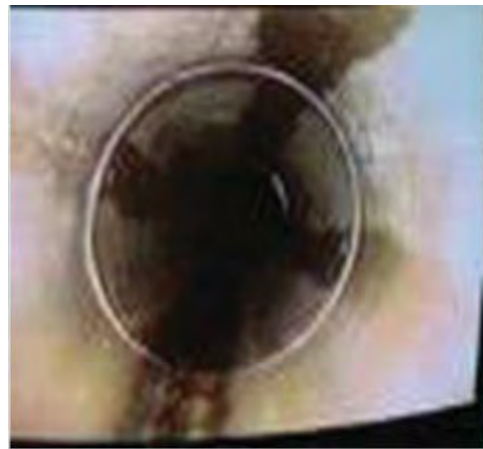
5

ROOT INTRUSION

Before



After



QUESTIONS?

