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.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
November 12, 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 October 22, 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-8177 with Encompass Consultant Group, Inc. for On-Call Professional

Engineering and Surveying Services for a three year term, not to exceed $500,000; and 2. Agreement No. A-8178 with Gannett Fleming, Inc. for On-Call Professional Engineering Services for a three year term, not to exceed $250,000.

Contact: Rosemarie Gaglione, (805) 385-8055

2. Public Works Department

SUBJECT: Award Agreement A-8150 with MNS Engineers, Inc. for Construction Inspection Services for the OWTP Emergency Repairs Project. (10/5/5)

RECOMMENDATION: That City Council approve and authorize the Mayor to execute Agreement A-8150 in the amount of $248,944 with MNS Engineers, Inc., for Construction Inspection Services for the Oxnard Wastewater Treatment Plant (OWTP) Emergency Repairs Project PW 18-04 (196602).

Contact: Rosemarie Gaglione, (805) 385-8055

3. Public Works Department

SUBJECT: Award Agreement A-8184 to Huitt-Zollars for the Bicycle & Pedestrian Facilities Project. (10/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council authorize the Mayor to sign and execute Agreement A-8184 in the amount of $218,137 with Huitt-Zollars for the Bicycle & Pedestrian Facilities Project No. 133102/163101.

Contact: Rosemarie Gaglione, (805) 385-8055

4. Public Works Department

SUBJECT: Appropriate Funds for C Street Bicycle Facilities Installation (Project No. 133103) and Oxnard Boulevard Bicycle Facilities Installation (Project No. 183101). (10/5/5)

RECOMMENDATION: That the Public Works & Transportation Committee approve a budget appropriation in the total amount of $169,494 from the fund balance of the Air Pollution Buydown Fee Fund (118) to the following projects: $62,821 for the C Street Bicycle Facilities Installation Project No. 133103; and $106,673 for the Oxnard Boulevard Bicycle Facilities Installation Project No. 183101.

Contact: Rosemarie Gaglione, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

M I N U T E S
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
October 22, 2019

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

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. Members Tim Flynn, Bryan MacDonald, and Chair Bert Perello were present.

Staff members present were Alexander Nguyen, City Manager; Tara Mazzanti, Assistant City Attorney; Cynthia Daniels, Community Development Project Manager; Stephen Fischer, City Attorney; Rosemarie Gaglione, Public Works Director; Bill Birch, Fleet Manager; Brian Yanez, Assistant Public Works Director; Thien Ng, Assistant Public Works Director; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Ray Blattel (concerns for parking safety in his neighborhood; uneven manhold covers).

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the October 8, 2019 regular meeting as presented.

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

D. REPORTS

Community Development Department

1. SUBJECT: Budget Appropriation for Highway 101-Rice Phase II Project.
   RECOMMENDATION: That the Public Works and Transportation Committee recommends the City Council approves and authorizes a budget appropriation for the Highway 101-Rice Phase II (Project No. 163106) in the amount of $494,975.

The Community Development Project Manager gave a report. Discussion ensued among the Committee and staff.

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

DRAFT

Public Works Department

2. SUBJECT: Approve Purchase Order with WEX Bank for Fleet Fuel Cards Program.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council award and authorize the Mayor to establish a Purchase Order with WEX Bank in the not to exceed amount of $7,200,000 for a three year term for Fuel Cards.

The Fleet Manager gave a report. Discussion ensued among the Committee and staff.

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

3. SUBJECT: Approve the Third Amendment to Agreement No. A-7848 with Hopkins Groundwater Consultants, Inc. for Hydrogeologic Services.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council approve and authorize the Mayor to execute the Third Amendment to Agreement No. A-7848 (Purchase Order 5794) with Hopkins Groundwater Consultants, Inc. ("HGC"), that:
   1. Adds $500,000 for professional services for the final design and start-up of the City's Campus Park Aquifer Storage and Recovery (ASR) Well #1 project (Project); and
   2. Increases the professional services contract agreement from $750,000 to $1,250,000; and,
   3. Extends the expiration date to December 31, 2021.

Member MacDonald announced a potential real property conflict of interest with this item; he recused himself and left the dais.

Assistant Public Works Director Ng gave a report. Public comments were received from Roger Poirier. Discussion ensued among the Committee and staff.

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

E. ITEMS FOR FUTURE AGENDAS

Member Flynn commented on staff's progress on prioritizing and calendaring Council/Committee agenda item requests. Chair Perello requested an update on the condition of medians and alleys.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 11:54 a.m.

MICHELLE ASCENCION, CMC
City Clerk

BERT E. PERELLO
Chair

DRAFT

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1.

DATE: November 12, 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-8177 with Encompass Consultant Group, Inc. for On-Call Professional Engineering and Surveying Services for a three year term, not to exceed $500,000; and
2. Agreement No. A-8178 with Gannett Fleming, Inc. for On-Call Professional Engineering Services for a three year term, not to exceed $250,000.

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. Encompass Consultant Group, Inc. and Gannett Fleming, Inc. agreements have been completed and prepared and seek Public Works and Transportation Committee and City Council approval. Additional agreements will be brought forward to Committee and Council once agreements are completed by staff.

DISCUSSION

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

Consultant	Term	Amount	Scope of Services
Encompass Consultant Group, Inc.	Three Years	$500,000	• Engineering • Surveying
Gannett Fleming, Inc.	Three Years	$250,000	• Engineering

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

Consultant	Term	Amount	Scope of Services
Kennedy Jenks (Agreement No. A-8154)	Three Years	$750,000	• Construction Management, Inspection and Testing • Engineering • Environmental Planning and Permitting
Filippin Engineering (Agreement No. 8699-19-PW)	Three Years	$250,000	Construction Management, Inspection and Testing
MNS Engineers (Agreement No. A-8159)	Three Years	$750,000	• Construction Management, Inspection and Testing • Surveying • Engineering
Wallace Group, A California Corporation (Agreement No. A-8166)	Three Years	$1,000,000	• Construction Management, Inspection and Testing • Engineering • Environmental Planning and Permitting • Landscape Architecture and Design
AECOM Technical Services, Inc. (Agreement No. A-8167)	Three Years	$750,000	• Construction Management, Inspection and

			Testing • Engineering • Landscape Architecture and Design
Dokken Engineering, Inc. (Agreement No. A-8165)	Three Years	$250,000	• Engineering
Huitt-Zollars, Incorporated (Agreement No. A-8164)	Three Years	$500,000	• Landscape Architecture and Design • Surveying
Kier & Wright Civil Engineers and Surveyors, Inc. (Agreement No. A-8168)	Three Years	$250,000	• Engineering
Interwest Consulting Group, Inc. (Agreement No. A-8170)	Three Years	$1,000,000	• Construction Management, Inspection and Testing • Engineering • Environmental Planning and Permitting • Landscape Architecture and Design

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City and under the supervision of a Project Manager. The task order proposal will identify a concise description of the Scope of Work to be performed by the Consultant, the method by which the Consultant plans on completing the Work, and a schedule for completion of the Work. It is the Consultant's responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Projects with special requirements (i.e. federally funded) will be publicly bid separately when required.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

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

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Master On-Call Professional Engineering Services RFQ# PW 19-13R
2. Master List of Consultants - Pass and Fail
3. Encompass (ECG) On-Call Agreement #A-8177 - ECG Executed
4. Gannett Fleming On-Call A-8178 - GF Executed

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.

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 **2:00 p.m.**
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-Various
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.

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:
   - City of Oxnard
   - Caltrans
   - Greenbook

- APWA
- AWWA
- County of Ventura
- City of Ventura

vi. Best Management Practices

vii. Ability to work with utilities, special districts, and public agencies in and adjacent to the City of Oxnard, as well as federal and state agencies

viii. Understanding of environmental regulations relevant to construction activities

ix. Consultant is responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract or potential legal issues among others

x. Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects

xi. Consultant and its sub-consultants shall pay employees the applicable wages as determined by California Department of Industrial Relations and Federal, State and local laws

2.3 REQUIREMENTS

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

i. Experience: The Consultant must have a minimum of 5 years' experience providing Engineering services to municipalities of similar size or sufficient experience in Design and Plan Check/Peer Review of similar projects. Specifically, experience should include, but not be limited to all projects types listed herein.

ii. Compliance: Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.

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

3.0 GEOTECHNICAL ENGINEERING

BACKGROUND

a) The City of Oxnard Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Geotechnical Engineering services as needed by the City. The City is anticipating a variety of construction projects to commence in the near future. It is the City's intention to enter into contracts with multiple firms for professional Geotechnical Engineering services. The City will be evaluating consultant firms for providing Geotechnical Engineering for various funded projects. By contracting with multiple firms the City will have the flexibility to obtain geotechnical services in a timely manner.

b) The successful Consultant(s) will work closely with City personnel and be responsible for:

i. The review and/or preparation of geotechnical documents

ii. Studies and recommendations

iii. Oversight of field work such as drilling, boring and any other sampling techniques
iv. Preparation of project drawings in CAD.

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

3.1 PROJECT DESCRIPTION

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

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

c) Below is a list of anticipated project types covered by this RFQ. Any prequalified consultant may be selected for one or more of these types of projects, based on qualifications and availability.

i. Grading and Site Clearing
ii. Seepage Control and Dewatering Analysis
iii. Foundation Design
iv. Pavement Design
v. Pile Design
vi. Submerged and Partially Submerged Retainment Structure Design
vii. Compacted Fills Soil Classification and Physical Properties
viii. Slope Stability and Protection
ix. Hazardous Materials Seismic Stability
x. Liquefaction
xi. Open and Braced Excavations (Shallow and Deep)
xii. Material Testing
xiii. Groundwater Analysis
xiv. Flexible Retaining Structures
xv. Construction Inspection
xvi. Special Inspection
xvii. Subsurface Geotechnical Investigation
xviii. Field exploration, laboratory testing, and instrumentation
xix. Analysis of sites for drywell projects

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

3.2 TYPICAL SERVICES REQUIRED

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

a) Constructability Review and Plan Check
b) Understanding and application of standard details and specifications from:
   i. City of Oxnard
   ii. Caltrans
   iii. Greenbook
   iv. APWA
   v. AWWA
   vi. County of Ventura
   vii. City of Ventura

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

3.3 REQUIREMENTS

Consultant(s) shall meet the following requirements:

a) Experience: The Consultant must have a minimum of 5 years' experience providing Geotechnical Engineering services to municipalities of similar size or sufficient experience in Design and Plan Check/Peer Review. Specifically, experience should include, but not be limited to all project types listed herein.

b) Deadlines: The Consultant must meet the deadlines listed in the various Project schedules. The Consultant will have the opportunity to help create the schedule, but once finalized must adhere to it/them.

c) Compliance: Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.

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

4.0 TRAFFIC ENGINEERING

BACKGROUND

a) The City of Oxnard Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Traffic Engineering services as needed by the City. The City is anticipating a variety of traffic engineering and transportation planning projects to commence in the near future. As such, the City is actively seeking Consultants familiar and experienced with Traffic Engineering and applicable federal, state and local standards and guidelines. It is the City's intention to enter into contracts with a number of firms for professional Traffic Engineering services. By contracting with a number of firms, the City will have the flexibility to obtain traffic services in a timely manner and work on multiple projects simultaneously.

b) The successful Consultants will work closely with City personnel including the City Traffic Engineer on an as-needed basis to assist staff in keeping a variety of projects on schedule and within budget. The City of Oxnard is hereinafter referred to as “City". The firms with professional Traffic Engineering services are hereinafter referred to as "Consultants". Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in this section.

4.1 PROJECT DESCRIPTION

a) The City is seeking professional Traffic Engineering services to assist the Public Works Department in carrying out many project types as listed below. In performing the professional Traffic Engineering services, the Consultants shall work to protect the interests of the City and to provide the highest quality services possible.

b) It is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, the City is not required to incorporate any of the recommendations or comments. No subcontractors shall be utilized without prior authorization by the City.

c) Below is a list of the anticipated project types covered by this RFQ. Any prequalified consultant may be selected for one or more of these types of projects, based on qualifications and availability.

i. Traffic and parking studies including warrant analysis as applicable
ii. Transportation demand management programs
iii. Signal timing and coordination plans, and recommendations on signal maintenance and upgrades
iv. Planning and conceptual designs of traffic diversion and calming plans including roundabouts

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

4.2 TYPICAL SERVICES REQUIRED

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

i. Understanding and application of the Institute of Transportation Engineers (ITE) Trip and Parking Generation Manuals, City of Oxnard zoning ordinance; Climate Action Plan and General Plan, California Manual on Uniform Traffic Control Devices (CA MUTCD), National Association of City Transportation Officials (NACTO), CA Standard Plans and Specifications, etc.
ii. Understanding and application of relevant operational and travel modeling software such as Synchro, Sidra, Visum, and EMME2
iii. Best Management Practices
iv. Understanding of environmental regulations relevant to the transportation system
v. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others
vi. Consultants and any sub-consultants shall pay their employees the applicable prevailing wages as determined by California Department of Industrial Relations and Federal, State and local laws

4.3 REQUIREMENTS

Consultant(s) shall meet the following requirements:

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

b) Deadlines: The Consultant must meet the deadlines listed in the various project schedules. The Consultant will have the opportunity to help create the schedule, but once finalized must adhere to it.

c) Compliance: Consultant shall comply with all applicable Federal, State and local standards and requirements. This includes City insurance and indemnification requirements.

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

5.0 SURVEYING

BACKGROUND

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

b) The City of Oxnard is hereinafter referred to as "City". The firm with a professional land surveyor is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services as further described in this section.

5.1 PROJECT DESCRIPTION

a) The Consultant will be asked to provide all necessary map check, legal description check, corner record preparation and lot line adjustment review services, as well as other professional surveyor services as needed by the City. In performing all professional surveyor services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. All services shall be performed under the direction of a Professional Land Surveyor licensed in the State of California. No subcontractors shall be utilized without prior authorization by the City.

b) The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the

recommendations or comments.

5.2 Map Check Services Component

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

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

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

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

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

5.5 Legal Description Check Services Component

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

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

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

5.6 Corner Record Services Component

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

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

5.7 Lot Line Adjustment and Lot Merger Services Component

a) Lot line adjustment and Lot Merger documents shall be reviewed or prepared at a minimum for compliance with the City of Oxnard Lot Line Adjustment and Lot Merger Requirements, the Subdivision Map Act, and the Land Surveyor's Act.

b) Lot line adjustment and Lot Merger services include, but are not necessarily limited to:

i. Review/prepare legal descriptions associated with lot line adjustments
ii. Civil Code 1093 clause on face of Legal description
iii. Acknowledgement (Notary Statement)
iv. Exhibit A (Legal description of property being conveyed)
v. Exhibit B (Sketch of legal description in Exhibit A)
vi. Review/prepare Partial Reconveyance documents
vii. Review/prepare Modified Deed of Trust
viii. Review/prepare Owner's Certificate and Certificate of Holders of Record Title
ix. Review/prepare Notice Document (if applicable)
x. Verify ownership shown on documents against the Title Report

5.8 Field Services

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

to the following:

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

5.9 REQUIREMENTS

Consultant(s) shall meet the following requirements:

a) Experience: The Consultant must have a minimum of 5 years' experience providing map checking and survey field services to municipalities of similar size or sufficient experience with preparing and recording final maps, parcel maps, lot line adjustments, corner records and legal descriptions. Specifically, experience should include, but not be limited to: subdivision map checking or preparation, creating and reviewing closure calculations, creating and reviewing easements and right-of-way documents, reading and using title reports, collecting topographic site features and surface utilities, etc.

b) Deadlines: A maximum review time for initial map check, legal description check, corner record check, and lot line adjustment check of twenty (20) business days, not including transit time from and to City of Oxnard Public Works Department. Each subsequent document check, if necessary, shall not require more than ten (10) business days, not including transit time.

c) Compliance: Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.

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

6.0 LANDSCAPE ARCHITECTURE AND DESIGN

BACKGROUND

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

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

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

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

6.2 PROJECT DESCRIPTION

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

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

6.3 TYPICAL SERVICES REQUIRED

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

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

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

6.4 REQUIREMENTS

Consultant(s) shall meet the following requirements:

a) Experience: The Consultant must have a minimum of 5 years' experience providing Landscape Architecture and Design services to municipalities of similar size or sufficient experience in Landscape Architecture and Design services. Specifically, experience should include, but not be limited to: Parks, streets, street medians and shoulders, storm drain and bridge construction, etc.

b) Compliance: Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.

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

7.0 ENVIRONMENTAL PLANNING AND PERMITTING SERVICES

BACKGROUND

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

b) It is the City's intention to enter into contracts with multiple firms for Environmental Planning and Permitting services. The successful Consultant(s) will be able to provide the City with Environmental Planning and Permitting Services on an as-needed basis to assist Staff in keeping a variety of Public Works projects on schedule.

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

7.1 PROJECT DESCRIPTION

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

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

i. Bridge Rehabilitation and Maintenance
ii. Park Improvements
iii. Drainage Projects
iv. Flood Control Projects
v. Paving and Overlay
vi. Roundabouts
vii. Road Extension/new roads
viii. Landscaping
ix. Bike Paths/Bike Lanes
x. Pedestrian Improvements
xi. Parking Lot Improvements

xii. Alley improvements
xiii. Grant application support

7.2 TYPICAL SERVICES REQUIRED

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

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

7.3 REQUIREMENTS

Consultant(s) shall meet the following requirements:

a) Experience: The Consultant must have a minimum of 5 years' experience providing Environmental Planning and Permitting Services to municipalities of similar size or sufficient experience with reviewing providing comments and conditioning development projects.

b) Deadlines: The Consultant must meet the deadlines listed in the various Project schedules. The Consultant will have the opportunity to help create the schedule, but once finalized must adhere to it/them.

c) Compliance: Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.

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

8.0 ENGINEERING PLAN REVIEW

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

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

8.1 PROJECT DESCRIPTION

a) The City is seeking professional Engineering Plan Review services for land development construction plans to assist the City in processing privately financed development engineering construction projects. The services will include all necessary work to review engineering improvement plans (Street, Water, Wastewater, Storm Drain, Signage, Striping, Signal, etc.) and associated calculations and reports (Hydraulics & Hydrology, Wastewater, Water, Geotechnical, etc.) from initial submittal to final recommendation for approval by the City Engineer. Said review may include any of the following:

   i. New Development Construction Submittal Review
   ii. Provide engineering plan check review of grading and utility (water, wastewater, and storm drain) plans for private onsite land development projects. Review would include all onsite private improvements (parking lot and utilities).
   iii. Provide engineering plan check review of grading and utility (water, wastewater, and storm drain), and street plans for public improvements (within right-of-way and easements) that were prepared as a part of a private land development project.
   iv. Review plans and calculations for compliance with the Countywide storm water quality (MS4) permit.
   v. Review and provide comments on drainage, wastewater, and water calculations/reports.
   vi. Review and provide comments on the technical correctness of proposed easement legal descriptions.

b) The Consultant will review all pertinent submittal documents and provide written comments to the City. Consultant would meet with the City and private developer's engineer on an as-needed basis to discuss comments.

c) In performing Engineering Plan Review services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City

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

e) Below is a sample list of anticipated projects types that are covered by this RFQ. Any prequalified consultant may be selected for one or more of these construction projects, based upon qualifications and availability:

i. Residential and Commercial Subdivisions
ii. Commercial Site Developments
iii. Residential Site Developments

8.2 TYPICAL SERVICES REQUIRED

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

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

8.3 REQUIREMENTS

Consultant(s) shall meet the following requirements:

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

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

b) Deadlines: A maximum review time for initial review of a project is fifteen (15) business days, not including transit time from and to City of Oxnard. Each subsequent review, if necessary, shall not require more than ten (10) business days, not including transit time.

c) Compliance: Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.

d) 4 Reporting: Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City. Reports shall include project status by deliverable or milestone. Additional reporting may be required as needed.

9.0 CONSTRUCTION MANAGEMENT, INSPECTION AND TESTING

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

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

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

9.1 PROJECT DESCRIPTION

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

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

including record keeping during construction.

9.2 TYPICAL SERVICES REQUIRED

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

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

i) Ability to work with utilities and public agencies in and adjacent to the City of Oxnard
j) Understanding of environmental regulations relevant to construction activities
k) Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects

9.3 REQUIREMENTS

Consultant(s) shall meet the following requirements:

a) Experience: The Consultant must have a minimum of 5-years' experience providing CMIT services to municipalities of similar size or sufficient experience in CMIT services for similar projects. This shall include working with funding segregation, state and federal funds and grant funds. Specifically, experience should include, but not be limited to all project types listed herein. .

b) Compliance: Consultant shall comply with all applicable Federal, State, and local laws and ordinances. This includes City insurance and indemnification requirements.

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

ATTACHMENT C
EVALUATION PROCESS

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

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

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

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

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

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

ATTACHMENT D
CERTIFICATION

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

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

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

Date: Proposer's Name

Name, Title and Signature

Name, Title and Signature

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

Consultants		Category								
	Amount	Project Management	Engineering	Geotechnical	Traffic Engineering	Surveying	Landscape Architecture and Design	Environmental Planning and Permitting Services	Engineering Plan Review	Construction Management, Inspection and Testing
AECOM	$750,000		X Pass				X Pass			X Pass
Aspen Environmental Group	$250,000							X Pass		
Bureau Veritas	$250,000								X Pass	
COM 3 Consulting	$250,000	X Pass								
Converse Consultants	$250,000			X Pass						
CSG Consultants	$750,000	X Pass	X Pass						X Pass	
Cumming	$250,000	X Fail								X Pass
Dokken Engineering	$250,000		X Pass							
ECG	$500,000		X Pass			X Pass				
Fillipin Engineering	$250,000	X Fail								X Pass
Fugro USA	$250,000			X Pass						
Geocon	$250,000			X Pass						
Huitt Zollars	$500,000		X Pass			X Pass				
Interwest Consulting Group	$1,000,000	X Pass			X Pass				X Pass	X Pass
KEH	$250,000		X Pass							
Kennedy Jenks	$750,000		X Pass					X Pass		X Pass
Kier and Wright	$250,000		X Pass							
Kitchell CEM	$750,000	X Pass	X Pass							X Pass
Leighton Consulting	$250,000			X Pass						
LIN Consulting	$250,000				X Pass					
m6 Consulting	$250,000	X Pass								
Michael Baker International	$250,000					X Pass				
MNS	$750,000		X Pass			X Pass				X Pass
NV5	$1,000,000			X Pass		X Pass			X Pass	X Pass
PCLD	$250,000						X Pass			
Rincon	$250,000							X Pass		
RRM	$250,000		X Pass							
TechnoStruct	$500,000		X Pass						X Pass	
Transystems	$250,000		X Pass					X Fail		
Twining	$250,000			X Pass						
Wallace Group	$1,000,000		X Pass				X Pass		X Pass	X Pass
Yeh and Associates	$250,000			X Pass						
	$13,500,000	**$4,500,000**								

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: 10/01/2019

(2) Consultant: Encompass Consultant Group, Inc.

(3) Services: Providing On-Call Engineering and Surveying Consulting 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, Acting City Engineer

(8) Consultant's Project Manager: James Fallon, P.L.S., Principal Surveyor

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
333 N. Lantana St. Camarillo, CA 93010 Attn: James Fallon, Secretary	305 W. Third St, East Wing, 3rd Fl Oxnard, CA 93030 Attn: Tatiana Arnaout, Acting City Engineer

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
James.Fallon@ecgcivil.com	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

_____ _____
☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ [name] , Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

ENCOMPASS CONSULTANT GROUP, INC.

Glen H. Pace, Chief Executive Officer[2] — 10/22/2019 Date

James Fallon, Secretary — 10/22/2019 Date

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

[2] The City requires the following for any contract:
- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

Engineering Scope of Work

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

1. The generation of complete set of plans, specifications and construction engineering estimates for City wide projects. Project types may include, but not be limited to:
   a. Bike and pedestrian facilities (bike lanes, pedestrian paths).
   b. City Park improvements- restrooms, parking lots, service roads.
   c. Preliminary engineering in support of grant applications (feasibility studies, draft applications, graphic attachments, benefit cost analysis).
   d. Traffic signal design (new signals, signal modifications, signal synchronization).
   e. Drainage improvement projects.
   f. Intersection modifications.
   g. Pavement maintenance projects.
   h. Sidewalk infill.
   i. Alley improvements.
   j. Pipeline design: sewer, recycled and potable.
   k. Wastewater projects.
   l. Water supply projects.
   m. Electrical.
   n. Architectural.
   o. Grant application support

2. Plan check and peer review.

3. Constructability review.

4. Coordination with utilities, special districts, and public agencies.

5. Preparation of project drawings in CAD.

6. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others.

7. Additional professional services offered by Consultant.

Surveying Scope of Work

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

1. Provide map check, legal description check, corner record preparation and lot line adjustment review services.

2. The map checks shall include, but are not necessarily limited to:
   a. Review of survey documentation.
   b. Lot and boundary closure calculations.
   c. Dedications and easement provisions.
   d. Legal descriptions and completeness and accuracy of data notation.
   e. Review of completeness of submittals.
   f. Document submittal deficiencies and advise the City as necessary.
   g. Identify any additional reference materials required for a thorough map check.
   h. Parcel Map Approval - Sign and stamp City Surveyor's Statement attesting to technical correctness on Parcel Maps in accordance with Chapter 2, Maps; Article 3, Section 66450.
   i. Final Map Approval - Sign and stamp City Surveyor's Statement attesting to technical correctness on Final Maps in accordance with Chapter 2, Maps; Article 2, Section 66442.

3. Some of the specific items that shall be reviewed and/or map checked are as follows:
   a. Title sheet information.
   b. Current legal descriptions.
   c. Correct assessor's parcel being subdivided per the Title Report.
   d. Closure of subdivision boundary and individual lots.
   e. Verify lot areas.
   f. Check for correct mathematics.
   g. Proper delineation and identification of record data.
   h. All appropriate data in the Title Report is shown on the map.
   i. Proper reference to adjacent record maps is shown.
   j. Proper references and ties to found/set monuments are shown.
   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.

4. Legal descriptions shall be reviewed at a minimum for completeness for mathematical closure (when applicable), compliance with the Professional Land Surveyors' Act, and conformance with current Title Report. Grant Deed, Easement Deed and other document forms that may be included in the review process. Legal description checks shall include, but are not necessarily limited to:
   a. Closure calculations.
   b. Legal description completeness.
   c. Review of completeness of deed exhibit map.
   d. Document submittal deficiencies and advise the City as necessary.
   e. Identify any additional reference materials required for a thorough deed check.
   f. Approval - Sign and stamp legal description legal description.

5. Corner Record Services Component. Corner Records shall be reviewed or prepared and filed in conformance with Business and Professions Code Section 8771 and Ventura County Surveyor requirements, documenting the locations of existing monuments that are in jeopardy of being destroyed, obscured or obliterated when a capital improvement project is constructed or reconstructed. Corner record services shall include, but are not necessarily limited to:
   a. Review of corner records prepared by City Staff or contracted Consultant for completeness and accuracy.
   b. Prepare corner records.
   c. Approve - sign and stamp corner record for filing with County Surveyor's Office.

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

7. Field Services. Complete field services performed at the request of the City shall include, but are not necessarily limited to:
   a. Construction.
   b. Geodetic Control.
   c. Boundary.
   d. Right of way location.
   e. Monitoring I Subsidence surveys.
   f. Supplemental Ground Topography

8. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others.

9. Additional professional services offered by Consultant.

RATES AND COSTS EXHIBIT

ENCOMPASS CONSULTING GROUP

Rate Sheet

Engineering

Designer	$95
Senior Designer	$125
Assistant Engineer I	$110
Assistant Engineer II	$125
Associate Engineer	$140
Senior Engineer I	$155
Senior Engineer II	$165
Principal Engineer	$175

General

Technical/Clerical Support	$65
Testimony (Trial or Deposition)	2.5 x Hourly Rate
Special Consultant	$185
(Principal with specialized skills in engineering, geomatics or planning)	
Outside Consultant	Cost + 10%
Reimbursable Expenses	Cost + 10%

Geomatics (Surveying & Mapping)

Assistant Surveyor I	$110
Assistant Surveyor II	$125
Associate Surveyor	$140
Senior Surveyor I	$155
Senior Surveyor II	$165
Principal Surveyor	$175
One-Man Survey Crew	$155
Two-Man Survey Crew	$225
Three-Man Survey Crew	$290
One-Man Survey Crew (Prevailing Wage)	$180
Two-Man Survey Crew (Prevailing Wage)	$250
Three-Man Survey Crew (Prevailing Wage)	$365

Planning

Assistant Planner	$100
Associate Planner	$120
Senior Planner	$135
Principal Planner	$155

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-8177
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.

9/19

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 PRODUCTS COMP/OP AGG . PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.A-8177
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

Rev. 9/19 INS-A.doc

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

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

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

Name: _____
Address: _____
_____
Telephone: (____) _____

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

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8177
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. 9/19

INS-A.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

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 No. **A-8178**

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: 10/01/2019

(2) Consultant: Gannett Fleming, Inc.

(3) Services: Providing On-Call Engineering Consulting 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: $250,000

(7) City's Project Manager: Tatiana Arnaout, Acting City Engineer

(8) Consultant's Project Manager: Kenneth E. Hume, Vice President

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
570 Rancheros Dr. Suite 200 San Marcos, CA 92069 Attn: Kenneth E. Hume, Vice President	305 W. Third St, East Wing, 3rd Fl Oxnard, CA 93030 Attn: Tatiana Arnaout, Acting City Engineer

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
khume@gfnet.com	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 No. **A-8178**

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

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

GANNETT FLEMING, INC.

Keneth E. Hume, Vice President [2] 10-16-19 Date

Jon H. Kessler, Chief Financial Officer 10/14/19 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.

Agreement No. **A-8178**

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

GANNETT FLEMING, INC.

ENGINEERING SERVICES

RATE SCHEDULE

Classification / Billing Title	Year 1	Year 2	Year 3
Principal	$265.00	$270.00	$275.00
Managing Engineer	$240.00	$245.00	$250.00
Senior Project Manager	$230.00	$235.00	$240.00
Project Manager	$210.00	$214.00	$218.00
Senior Engineer	$200.00	$204.00	$208.00
Senior Operator	$185.00	$189.00	$193.00
Project Engineer	$185.00	$189.00	$193.00
Engineer	$165.00	$168.00	$171.00
Associate Engineer II	$150.00	$153.00	$156.00
Associate Engineer I	$135.00	$138.00	$141.00
CADD Designer	$155.00	$158.00	$161.00
Senior Drafter	$150.00	$153.00	$156.00
Drafter	$135.00	$138.00	$141.00
Field Inspector	$120.00	$122.00	$124.00
Project Accountant	$108.00	$110.00	$112.00
Project Coordinator	$105.00	$107.00	$109.00

Note: Year 1 begins at the commencement of the contract, Year 2 begins one year after the contract commencement date, and Year 3 begins two years after the contract commencement date and extend for 1 year.

Direct Expenses

No markup will be provided on pre-approved travel, lodging, meals or subsistence costs; these direct costs will be reimbursed at cost. Mileage reimbursement will be based on the standard mileage rates published by the Internal Revenue Service (IRS) effective at the time when the mileage costs are incurred. Markup for subconsultants is 10 percent.

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-8177
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.

8/19

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 PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.A-8177
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

Rev. 8/19 INS-A.doc

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

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

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

Name: _____
Address: _____
_____
Telephone: (____) _____

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

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8177
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: _____

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AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

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 _____

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CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2.

DATE: November 12, 2019

TO: City Council

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

SUBJECT: Award Agreement A-8150 with MNS Engineers, Inc. for Construction Inspection Services for the OWTP Emergency Repairs Project. (10/5/5)

RECOMMENDATION

That City Council approve and authorize the Mayor to execute Agreement A-8150 in the amount of $248,944 with MNS Engineers, Inc., for Construction Inspection Services for the Oxnard Wastewater Treatment Plant (OWTP) Emergency Repairs Project PW 18-04 (196602).

BACKGROUND

A recent condition assessment of the Oxnard Wastewater Treatment Plant (OWTP) has documented 40% of the facility to be in poor or very poor condition, with 72% at a moderate, high or very high risk of experiencing failures. The City's overall objective is to reduce the failure risk of all facilities to low or very low. However, understanding the current funding limitations, the City developed a 5-year rehabilitation program with a goal of reducing the highest risk facilities to a moderate or better risk grade. This 5-year program includes:

• Years 1 - 2: Repair high risk facilities which have been identified as a health and safety concern or urgent need to maintain plant functionality.
• Years 3 - 5: Rehabilitation activities necessary to maintain required minimum redundancy and treatment facility.

On September 20, 2018, the City issued a Notice Inviting Formal Bids (NIFB) on the Years 1-2 high risk facility project. The specific work for this project includes: primary clarifier improvements and walkway bridge replacements; a new chemically enhanced primary treatment (CEPT) facility; bio-towers structural improvements; replacement of four (4) belt filter presses and related controls; a new heating, ventilation and air conditioning (HVAC) system for the laboratory facility; and a new sprinkler system for solids processing building. On November 20, 2018, the City received four bids for the above mentioned scope. On February 5, 2019 Council awarded the contract to the lowest bidder, GSE Construction, Inc.

DISCUSSION

On February 6, 2019 the City issued a Request for Proposal for Oxnard Wastewater Treatment Plant Emergency Repairs Project Public Works Construction Inspection Services. The specific work for this contract includes services which will provide assurance that the Construction being performed is in conformance with the contract specifications, and Standard Specifications for Public Works Construction (Green Book). The selected consultant team is to work closely with the City's Project Manager and staff to successfully complete the project and protect the interest of the City.

The City reviewed the four proposals that were submitted for this scope of work and selected MNS Engineers, Inc. as the

most qualified firm to perform this work. Following this determination, procurement staff reviewed all documentation received from MNS Engineers, Inc. Staff verified possession of required currently valid licenses and has no reason at this time to believe that the consultant is not legally responsible, which means trustworthy, fit and capable to satisfactorily complete the work under this agreement. Thus, staff recommends that the City Council award the contract for this scope to MNS Engineers, Inc.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

There is sufficient funding available in the amount of $792,175 in the Oxnard Wastewater Treatment Plant Emergency Repairs Project (Capital Improvement Project No. 196602, Wastewater Treatment Operating- Fund 621).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. RFP PW Inspec 02.05.19
2. A-8150 Complete

City of Oxnard
Request for Proposal (RFP)

Oxnard Wastewater Treatment Plant Emergency Repairs Project Public Works Construction Inspection Services

Bid Close Date: February 20, 2019
by 2:00 p.m.

Purchasing Division
300 West Third Street
Oxnard, CA 93030
Solicitation opportunities: https://www.oxnard.org/rfps-and-rfqs/
City Website: https://www.oxnard.org/

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3.0 Introduction
4.0 Background of the City of Oxnard
5.0 Project Background
6.0 Project Objective

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Tab A – Proposal Checklist
Tab B – Company Profile/ Experience
Tab C – Acknowledgement
Tab D – Scope of Services
Tab E – References
Tab F – Cost/Budget Narrative
Tab G – Bidder Attachment

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

1.0 TIMELINE OF EVENTS

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

Proposed Timeline

DATE	ACTIVITY
February 6, 2019	Release of Solicitation
February 13, 2019	Last day for Questions by Bidders
February 20, 2019	Submission of the Proposal is due to the City of Oxnard Purchasing Division by **2:00 p.m.**
February 21 – February 25, 2019	Review of Proposals
February 26 to February 28, 2019	Consultant Interviews / Presentations (at City discretion)
March 1, 2019	Agreement Development/Negotiations
April 9, 2019	City Council approval (Tentative)
April 15, 2019	Contracted work begins (Tentative)

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 two (2) years, with each year renewable in one (1) year increments from (April 9, 2019 to April 8, 2021) 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 consultants to conduct Public Works Construction Inspection 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.

5.0 PROJECT BACKGROUND

A recent condition assessment of the Oxnard Wastewater Treatment Plant (OWTP) has documented 40% of the facility to be in poor or very poor condition, with 72% at a moderate, high or very high risk of experiencing failures. The City's overall objective is to reduce the failure risk of all facilities to low or very low. However, understanding the current funding limitations, the City has developed a 5-year rehabilitation program with a goal of reducing the highest risk facilities to a moderate or better risk grade. This 5-year program includes:

Years 1 - 2: Repair high risk facilities which have been identified as a health and safety concern or urgent need to maintain plant functionality.

Years 3 - 5: Rehabilitation activities necessary to maintain required minimum redundancy and treatment facility.

On September 20, 2018, the City issued a Notice Inviting Formal Bids (NIFB) on the Years 1-2 high risk facilities. The specific work for this project includes: primary clarifier improvements and walkway bridge replacements; a new chemically enhanced primary treatment (CEPT) facility; bio-towers structural improvements; replacement of four (4) belt filter presses and related controls; a new heating, ventilation and air conditioning (HVAC) system for the laboratory facility; and a new sprinkler system for solids processing building.

6.0 PROJECT OBJECTIVE

The purpose of this RFP is to obtain the services of a well-qualified consultant, familiar with the work required under this RFP and capable of providing Public Works Construction Inspection services which will provide assurance that the Construction being performed is conformance with the contract specifications, and Standard Specifications for Public Works Construction (Green Book). Selected consultant team shall work closely with the City's Project Manager and staff to successfully complete the project and protect the interest of the City.

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:

Service to provide:

Main Point of Contact:

E-mail: **Phone:**

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 *(this page)* ..... _____
- ☐ Tab B: Company Profile/ Experience ..... _____
- ☐ Tab C: Acknowledgements ..... _____
- ☐ Tab D: Scope of Services ..... _____
- ☐ Tab E: References ..... _____
- ☐ Tab F: Cost/Budget Narrative ..... _____
- ☐ Tab G: Bidder Attachment ..... _____

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, , a duly authorized agent of

Printed Name of Agent/Officer **Name of Organization**

hereby certify that 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:

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."

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:

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 <u>if any contributions</u> 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:***

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

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

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

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:

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:

5. List the members of your organization who are authorized to negotiate the Agreement.

BIDDER'S RESPONSE:

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:***

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

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

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

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

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

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:***

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.

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

Summary of Services

Public Works Construction Inspection services shall consist of all items of work necessary to complete detailed construction per the enclosed plans and specifications, and in accordance with the 2015 edition of Public Works Construction Green Book to accomplish the objectives as further identified below:

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:

2. Provide Daily Inspection reports, with manpower report, equipment, material, etc. Review construction and generate documents such as: schedules, RFI's, submittals, construction cost estimates, and all other project correspondence. Schedule, and forecast any "Deputy" Inspection, all other inspection required by others.

BIDDER'S RESPONSE:

3. Verify Construction Materials compliance with specifications, plans, applicable, and adopted standards. Provide Construction Inspection for MEP's, Structures, Unclassified Excavations, and any other work related to large Public Works construction, as required per project plans and specifications.

BIDDER'S RESPONSE:

4. Monitor and manage construction progress on site, and coordinate with Facility Users for minimal Impacts. Coordinate with Utility Companies, Design Engineer/ City Consultant, and City project manager, for construction progress as necessary. Conduct field visits and attend meetings, if needed; with the project engineers, contractor and design consultant in a timely manner to resolve issues during construction management, as needed.

BIDDER'S RESPONSE:

Tab E - References

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. 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	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 2	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 3	
Company name:	
Address:	
Contact person:	
Email address:	

Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

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:

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

BIDDER'S RESPONSE:

Tab F - 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, including travel 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 administration, travel, training and related costs.

a) Provide total review hours detailed by partner, senior manager, manager, field supervisor and other staff.
b) Hourly rate detailed by partner, senior manager, manager, field supervisor and other staff.
c) The maximum annual cost for the review for each of the two (2) years.
d) Clerical support and other indirect costs associated with each task.

Tab G - 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 G. When pasting attachments to Tab G, 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 G - 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 G, 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 G." 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	_____	_____
Attachment 2	_____	_____
Attachment 3	_____	_____
Attachment 4	_____	_____
Attachment 5	_____	_____
Attachment 6	_____	_____
Attachment 7	_____	_____
Attachment 8	_____	_____

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: October 1, 2019

(2) Consultant: MNS Engineering, Inc.

(3) Services: Vendor to provide Construction Inspection Services for the Wastewater Treatment Plant Emergency Repairs Project.

(4) Schedule of Services: The services must be completed within 365 calendar days of the Agreement State Date listed above.

(5) Agreement Ending Date: September 30, 2020

(6) Total Agreement Amount: $248,944.00

(7) City's Project Manager: Tatiana Arnaout

(8) Consultant's Project Manager: Peter Brennan, PE, CCM, Project Manager

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
4580 E. Thousand Oaks Blvd, Suite 101 Westlake Village, CA 91362 Attn: Peter Brennan, PE, CCM, Prj. Mgr.	305 W. Third Street, 2nd Floor, East Wing Oxnard, CA 93030 Attn: Tatiana Arnaout, Senior Civil Engineer

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
pbrennan@mnsengineers.com	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
☒ Schedule of Services 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

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Patricia Garcia, Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

MNS ENGINEERING, INC.

Jeff Edwards, Vice President[2] Date

Miranda Patton, Secretary 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.

EXHIBIT A
SCOPE OF SERVICES

Contractor to provide as-needed construction inspection services to the city during construction of the City's Emergency Repairs Project.

Task 0 – Contractor's inspection approach to providing this scope of services is outlined as follows:

Task 1 Pre-Construction Phase

Subtask 1.1 Kick-off Meeting

Kick-off meeting with the City Project Manager to share intent of plans and specifications, design constraints, features that require special attention, utility coordination, and establish the protocol to be used throughout the project such as:

- Roles and responsibilities
- Lines of communication
- Levels of authorization
- Progress payments, contract change orders (CCO's), requests for information (RFI's) and submittals

Subtask 1.2 Site Documentation

MNS to take pre-construction site photos and videos as needed to document the existing conditions of the treatment plant to alleviate any potential dispute between the City and the contractor with regard to any damage within the treatment plant from construction activities. MNS Inspector to document construction as the project progresses. All photos will be logged and filed in the project files.

Task 2 Construction Phase

Subtask 2.1 Construction Coordination

MNS to work closely with the City and the contractor to promote effective coordination and communication at the job level with plant operations staff. Timely coordination and review of contractor's submittals such as equipment to be procured, demolition plans, system shutdown schedules, working drawings, and material testing will be performed to minimize potential delays.

Subtask 2.2 Weekly Meetings

To facilitate and maintain communication, MNS Inspector will attend weekly construction meetings with the contractor to discuss the progress of the work and address any outstanding or anticipated issues. City operations staff to attend the weekly meetings as needed to ensure complete and affective coordination of the work with the ongoing operation of the treatment plant.

Subtask 2.3 Submittals/RFI's

The timely review of submittals and RFI's is critical to project construction. MNS Inspector to assist the Project Manager with the review and response as needed.

Subtask 2.4 Schedule

MNS Inspector to monitor the progress of the work and compare the actual work progress to the contractor's three-week-look-ahead schedule. This will be completed on an ongoing basis to assist the Project Manager with accurately reviewing the contractor's monthly schedule updates. The Inspector will assist the Project Manager in reviewing any delay claims or time extension requests by the contractor by providing information about the progress of the work and any potential impacts from changed conditions or unforeseen events.

Subtask 2.5 Construction Inspection

MNS to provide the level of inspection required for emergency repairs within an operating waste water treatment plant project. MNS inspector will ensure the work is performed in accordance with the contract documents. Inspection task include:

- Monitor the contractor's activities for conformance with the plans and specifications
- Coordinate work within the treatment plant
- Coordinate plant equipment shutdown discussions
- Ensure the contractor practices lock out tag out procedures in accordance with the approved plans
- Review structural, electrical, and mechanical installations
- Monitor item quantities, extra work time and materials
- Document significant conversations and events
- Verify materials incorporated in the work meet contract requirements
- Record activities in daily reports and with photographs

Subtask 2.6 Schedule of Values and Progress Estimates

MNS Inspector to review the contractor's monthly progress pay quantities for accuracy and compliance per the contractor's approved Schedule of Values. Additional backup documentation including field measurements, manufacturer's certificates of installation compliance, and material test reports will be verified. Extra and supplemental work will be tracked and compared against the authorized change order amounts. The contractor's as-built plans to be reviewed on a monthly basis as part of the monthly progress payments.

Subtask 2.7 Safety

All work and operations to be performed in a safe manner and must remain consistent with the following guidelines and regulations:

- Cal/OSHA
- Department of Industrial Relations Construction Safety Orders
- Contractor's Code of Safe Practices
- Governing codes and regulations

- Contract documents

MNS Inspector to review the site for safe working practices and notify the contractor as well as the City of any unsafe conditions. The Inspector will document when these items have been addressed.

Subtask 2.8 Change Orders and Potential Claims

Prior to beginning any contract work, MNS to coordinate with the City to define preferred contract change order process. MNS Inspector will be proactive in identifying actual and potential problems and notifying the City's Project Manager immediately of any potential extra work.

Resolve any potential claim at the job level before it becomes an actual claim. Notices of potential claims submitted by the contractor will be acted on in a timely manner in accordance with the contract documents and the City's policies and procedures. MNS Inspector to assist the Project Manager in evaluating and resolving disputes in the most cost effective and fair manner.

Subtask 2.9 Startup and Commissioning

MNS to coordinate with the contractor and the plant staff for the commissioning of all new equipment and facilities. MNS to assist with troubleshooting and address any corrective action that may be required.

Task 3 Post-Construction Phase

Subtask 3.1 As-Built Plans

MNS to review the contractor's final as-built plans to verify any changes have been accurately documented.

Subtask 3.2 Operation and Maintenance Manual and Warranty Coordination

MNS to coordinate with the Design Engineer and contractor to ensure all required Operations and Maintenance (O&M) manuals are submitted. Review vendor operations and maintenance manuals for conformance with the specifications. Ensure the contractor has submitted all warranty information and assist the City during this period of corrective work is needed by the contractor.

Subtask 3.3 Punch List Inspection

MNS Inspector to work with the Project Manager to develop a deficiency list (punch list) for the work performed, notify the contractor, and re-inspect the completed work. MNS to conduct a final inspection in the presence of City representatives and the contractor.

Subtask 3.4 Closeout

Upon satisfactory completion of all contract work, MNS Inspector to assemble and submit contract closeout packages, prepare project closeout files and reports, and recommend final acceptance of the project.

RATES EXHIBIT

	Hourly Rate
Project Manager	
Peter Brennan	$250.00
Construction Inspector	
John Stange	$152.00

The prices listed above shall be effective through the term of this agreement.

SCHEDULE OF SERVICES EXHIBIT

Project Schedule																						
	2019												2020									
PHASE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul			
Pre-Construction																						$ -
Construction Management																						$ 393,176.00
Project Closeout																						$ 4,648.00

PHASE																							
		2019												2020							TOTAL HOURS	HOURLY RATE	TOTAL COST
Role	Staff	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul			
PRE-CONSTRUCTION																							
Project Manager	Peter Brennan																				0	250.00	$ -
Construction Inspector	John Stage																				0	152.00	$ -
	SUB-TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		$ -
CONSTRUCTION MANAGEMENT																							
Project Manager	Peter Brennan				4	4	4	4	4	4	4	4	4	4	4	4	4	4	4		60	250.00	$ 15,000.00
Construction Inspector	John Stage				80	172	172	172	172	172	172	172	172	172	172	172	172	172	172		2488	152.00	$ 378,176.00
	SUB-TOTAL	0			84	176	176	176	176	176	176	176	176	176	176	176	176	176	176		2548		$ 393,176.00
Project Closeout																							
Project Manager	Peter Brennan																			4	4	250.00	$ 1,000.00
Construction Inspector	John Stage																			24	24	152.00	$ 3,648.00
	SUB-TOTAL	0																	0	28	28		$ 4,648.00
TOTAL HOURS		0	0	0	84	176	176	176	176	176	176	176	176	176	176	176	176	176	176	28	2576		$ 397,824.00

Direct Expenses		TOTAL COST
Direct Expenses		$ -
DIRECT EXPENSES SUB-TOTAL		$ -

SUBCONSULTANT		TOTAL COST
Materials Testing	NA	
SUBCONSULTANTS SUB-TOTAL		$ -

CONSTRUCTION PHASE TOTAL	$ 397,824.00

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.

9/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

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

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

Name: _____
Address: _____
_____
Telephone: (____) _____

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

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 ❒ _____

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

Signature _____
(original signature required)
Telephone: (____) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
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 CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3.

DATE: November 12, 2019

TO: Public Works and Transportation Committee

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

SUBJECT: Award Agreement A-8184 to Huitt-Zollars for the Bicycle & Pedestrian Facilities Project. (10/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council authorize the Mayor to sign and execute Agreement A-8184 in the amount of $218,137 with Huitt-Zollars for the Bicycle & Pedestrian Facilities Project No. 133102/163101.

BACKGROUND

The Bicycle & Pedestrian Facilities project will improve bicyclist and pedestrian safety and improve connectivity within the City's bicycle and pedestrian network on approximately 16 streets in the Northeast Community (Project No. 133102) and intersections along Cloyne Street from Channel Islands Boulevard to Hueneme Road (Project No. 163101). This scope combines two projects and includes designing Class II and III bicycle facilities, bicycle detection, curb extensions, sidewalks, signage and striping. Preliminary engineering work has been partially completed for the Northeast Community streets and will be updated to incorporate work along Cloyne Street. Combining two projects improves the economy of scale for both the design and construction phases.

DISCUSSION

The Project was included in the 2019-2024 Five Year Capital Improvement Program and was advertised for consultants to prepare Plans, Specifications & Estimates (PS&E) on July 15, 2019 with proposals due on August 14, 2019. The City received three proposals and Staff evaluated for completeness, qualifications & experience, organization & approach, scope of services, schedule of work, conflict of interest, and references. Huitt-Zollars was selected as the most qualified consultant. The total estimated contract is $218,137 and requires City Council approval.

The Project is funded in part by a $58,536 federal Congestion Mitigation Air Quality (CMAQ) grant (Fund 275), two regional Transportation Development Act (TDA) Article 3 grants for $75,000 and $93,250 (Fund 214), $100,000 from the Traffic Safety Fund (Fund 182) and $83,423 of Air Pollution Buydown Fee (Fund 118). The project qualified for Air Pollution Buydown Fees pursuant to the City's intent to implement reasonable available transportation control measures from the Ventura County Air Quality Management Plan. Total expenditures to date are $98,599 and there is sufficient funding remaining for the contract amount.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

There is sufficient funding available in Capital Improvement Projects: Bike Facilities NE Plan (Project No. 133102) and Cloyne St Bike & Pedestrian Improvement (Project No. 163101) to award the contract. Funding of the contract in the amount of $218,137 is from the following sources: $60,263 from Air Pollution Buydown Fee (Fund 118), $9,542 from Traffic Safety Fund (Fund 182), $141,584 from Transportation Development Act (Fund 214), and $6,748 from Federal Transportation CMAQ Grant (Fund 275). Detailed funding of the contract amount, contingency and estimated staff time per project is as follows:

Fund	Project Number	FY19-20 Balance Available	Contract A-8184	Contingency	Staff Time Project Management
275 – Federal Transportation Grant	133102	$969,377	$6,748	$0	
118 – Air Pollution Buydown	133102	$67,011	$60,263	$0	$6,748
214 - TDA	133102	$69,378	$69,378	$0	
214 - TDA	163101	$72,206	$72,206	$0	
182 – Traffic Safety Fund	163101	$97,336	$9,542	$21,813	$15,065
		Total	$218,137	$21,813	$21,813

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. Huitt-Zollars - A-8184 PW 17-36 - 10.24.19
2. Huitt-Zollars Cost Proposal rev.2
3. Northeast Community Project Location rev.2
4. Cloyne Street Project Location rev.2
5. PowerPoint Committee A-8184 Huitt (2)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 5th day of November, 2019, by and between the City of Oxnard, a municipal corporation (**"City"**), and Huitt-Zollars, Inc. (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated herein by this reference (the **"Services"** or collectively the **"Project"**). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Debbie O'Leary, Transportation Planner (**"Manager"**), subject to the direction of the City Manager or Public Works Director.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. 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.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in **Exhibit B** attached hereto and incorporated herein by this reference. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Kevin Carter as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on November 5, 2019, and expire on November 5, 2022.

13. Termination

This Agreement may be terminated by City for cause or convenience and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery

or mailing of such notice; however, if the City terminates the Agreement due in any part to a termination or reduction of State or federal funding, the termination shall be effective immediately upon the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant for Services successfully rendered, as determined solely by City, as of the effective date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $218,137 for the Services at rates provided in **Exhibit C** attached hereto and incorporated herein by this reference.

b. The acceptance by Consultant of the final payment made under 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.

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

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

e. 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.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager. Consultant waives payment for any item not appearing on an invoice in the month in which such Services were rendered; in any case, Consultant shall not "back-charge" Services performed.

b. City must submit invoices to the granting agencies on its letterhead with its address formatted in accordance with the Local Assistance Procedures. Should City need any documentation or additional information from Consultant in order to submit City's invoices to the granting agencies, Consultant shall provide such documentation or additional information within ten (10) calendar days of the request from the City.

c. Consultant shall maintain current monthly records, books, documents, receipts, papers, accounts and other evidence pertaining to the Services performed and costs incurred.

Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

d. Consultant must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Consultant. Consultant agrees to submit supporting backup documentation with invoices if requested by City or State. Acceptable backup documentation includes, but is not limited to, a progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of costs.

e. Consultant agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, *et seq.* and all applicable federal and State laws and regulations shall be used to determine the allowability of individual Project cost items.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services. Travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the Consultant or its subcontractors.

17. Non-Appropriation of Funds

a. 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

b. Consultant acknowledges that this is a federally and State-funded project. All contractual obligations of both the State and the federal government are subject to the appropriation of resources by the State Legislature and Congress, respectively, and the allocation of resources by various entities, including the California Transportation Commission (CTC) and the United States Department of Transportation. Payments, including those made from City matching funds, to be made to Consultant by City for the Services performed are contingent upon the City receiving all federal and State funding.

c. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, Consultant shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the Project documents will be amended to reflect the resultant necessary changes in Project funding, scope, or scheduling.

d. Federal and State funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and the State, which are incorporated herein by this reference.

18. Records

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

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

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 Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

a. 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 19 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.

b. City and State each reserve the right to conduct technical and financial audits of the work and records and Consultant agrees, and shall require its contractors and subcontractors to agree, to cooperate with City, State or both by making all appropriate and relevant records available for audit and copying as required in section 19(c).

c. Consultant and its contractors and subcontractors shall each maintain and make available for inspection and audit by City, State, the California State Auditor, or any duly authorized representative of State or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or any subcontractor's agreement related to the Services, including, but not limited to, the costs of administering the Agreement. Consultant shall furnish copies thereof if requested. All of the above-referenced parties shall make such agreements and all contract materials available at their respective offices at all reasonable times during the entire Term and for three (3) years from the date of submission of the final expenditure report by the State to the FHWA.

d. Consultant shall maintain and make available to the City all documents related to the Services, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of Project benefits during the course of the Project, and retain those records for four (4) years from the date of the final closeout of the Project. The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit records relating to the Project, including technical and financial data, of the Department of Transportation, the State, the City, Consultant, and any sub-consultants at any time during the course of the Project and for four (4) years from the date of the final closeout of the Project. Therefore, all Project records shall be maintained and made available at the time of request. Financial records will be maintained, and audits will be conducted, in accordance with Generally Accepted Government Auditing Standards.

e. City may request Consultant to submit copies of documents or provide other information to the City for use in its submissions to the agencies affiliated with the grant funds, in which case Consultant shall provide such copies or information to the City as fast as possible, but in no case later than ten (10) calendar days thereafter.

20. Monthly or Quarterly Review

Subject to the discretion of State, City and State shall conduct, on a monthly and/or quarterly basis, on-site reviews of all aspects of the progress of the Project. City has already agreed, during each monthly and/or quarterly progress review, to inform the State regarding:

a. Whether the Project is proceeding on schedule and within budget;

b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in documents between the two entities;

c. Major construction accomplishments during the month and/or quarter;

d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;

e. The status of the Project budget; and

f. The status of critical elements of the Project.

Monthly and/or quarterly reviews of City's progress will include consideration of whether reported implementation activities are within the scope of the Project and in compliance with State laws, regulations, and administrative requirements. Should State or City request any information for any such monthly or quarterly review, Consultant shall immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City. If any such information is or may be kept by Consultant's contractors and subcontractors, Consultant shall immediately notify all such contractors and subcontractors and ensure they immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City.

21. Financial System

Consultant, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred costs and matching funds by line item for the Services. The financial management system of Consultant, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by City or State. All accounting records and other supporting papers of Consultant, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years and/or bond requirements from the date of final payment to Consultant by the City, or to the City by the grants, whichever is later in time, and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, auditors representing the federal government, the City, and auditors representing the City. Copies thereof will be furnished by Consultant, its contractors and subcontractors upon receipt of any request made by any such governmental entity or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, the State, federal government or City will rely to the maximum extent possible on any prior audit of the City pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the City's external and internal auditors may be relied upon and used when planning and conducting additional audits.

22. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

23. Hold Harmless, Indemnity and Defense

a. Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, CTC, State, all of their legislative bodies, and all of their officials, officers, employees and agents (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type or

cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful omission or misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, suits, actions, losses, allegations, damages, penalties, fines, and judgments, including but not limited to tortious, contractual, inverse condemnation or other theories or assertions of liability; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a **"Claim"** and collectively the **"Claims"**).

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Consultant (excluding City) are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. 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 Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

c. For services under both sections 23a and 23b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

24. Insurance

Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-A**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-A.** Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-A**. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

25. Independent Contractor

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

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

c. Consultant acknowledges that Consultant and Consultant's 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

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

26. Conflict of Interest

a. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18704 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.

b. Attached hereto as Exhibit F and incorporated herein by this reference is the Federal Lobbying Activities Certification, which Consultant shall separately sign and submit to the City immediately; this Agreement shall be of no force and effect until Consultant signs and submits the form in Exhibit F to the City.

27. Assignability of Agreement

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

28. Successors and Assigns

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

29. Fair Employment Practices

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

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

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

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

e. Consultant shall comply with: (1) section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in federally assisted programs; (2) the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability irrespective of funding; and (3) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

f. Consultant shall comply with the requirements of the Fair Employment Practices Addendum and the Nondiscrimination Assurances, which are attached hereto as Exhibits D and E, respectively, and incorporated herein by this reference. Any agreement entered into by Consultant with a third party for performance of work related to this Agreement shall incorporate these exhibits with third party's name replacing Consultant as essential parts of such agreement to be enforced by that third party as verified by Consultant.

30. Americans with Disabilities Act; Access for Persons with Disabilities

a. Consultant shall comply with, and ensure that all of its subconsultants and subcontractors shall comply with, the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

b. If disabled access review by the Department of General Services (Division of the State Architect) is required by law for the Project, Consultant shall conform all plans and

specifications for such facilities to the provisions of California Government Code sections 4450 and 4454 as well as Title 24 of the California Code of Regulations.

31. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal government and the Regional Office of the Environmental Protection Agency (EPA).

32. Energy Efficiency

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

33. Force Majeure

Consultant and City agree that 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 not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

34. Time of Essence

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

35. Covenants and Conditions

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

36. Governing Law

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

37. Compliance with Laws

a. Consultant shall comply with, and shall ensure its subcontractors and vendors

comply with, all City, State, and federal ordinances, laws, statutes, regulations (including Title 23 Code of Federal Regulation [**"CFR"**] and 2 CFR Part 200), policies and procedures (including those set forth in the California Project Development Procedures Manual, Highway Design Manual, Local Assistance Procedures Manual and the Local Assistance Program Guidelines and all procedural and instructional memoranda as well as the California Transportation Commission SB1 Accountability and Transparency Guidelines), now or hereafter in force pertaining to the Services performed by Consultant pursuant to this Agreement.

b. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code [**"PCC"**] 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable State and federal regulations. Any costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable State and federal regulations, are subject to repayment by Consultant to City, even if Consultant has already expended such funds on subcontractors. Should Consultant fail to refund any moneys due upon written demand by City as provided hereunder, or should Consultant breach this Agreement by failing to complete Services without adequate justification and approval by City, then, within ten (10) calendar days of demand, or within such other period as may be agreed to in writing between the parties, City may withhold or demand a transfer of an amount equal to the amount paid by or owed to City from future apportionments, or any other funds due Consultant, and/or may withhold approval of future Consultant projects with the City.

c. Consultant is to comply with, and ensure its subconsultants and subcontractors comply with, all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to State- funded programs (or projects) including, but not limited to, Section 190, State Highway Account, Public Transportation Account, Proposition I8, Proposition IA, and the Road Repair and Accountability Act of 2017, respectively.

38. Debarment

Consultant certifies that neither it nor its principals are suspended or debarred at the time of the execution of this Agreement and are not listed on the government wide Excluded Parties List System in the System for Award Management (SAM). Consultant agrees that it will notify City immediately in the event a suspension or a debarment occurs after the execution of this Agreement.

39. Severability

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

40. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same

provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

41. 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 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.

42. Arbitration

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

43. Expenses of Enforcement

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

44. Authority to Execute

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

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

45. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to 90 E. Thousand Oaks Blvd., Suite 201, Thousand Oaks, CA 91360-5757.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Transportation Division, 305 West Third Street, East Wing Second Floor, Oxnard, California 93030, Attention: Debbie O'Leary.

46. Amendment

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

47. Entire Agreement

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

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

CITY OF OXNARD

Tim Flynn, Mayor — Date

ATTEST

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

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney — 10-10-19 Date

HUITT-ZOLLARS, INCORPORATED

Kevin Carter, Vice President — 10/12/2019 Date

John Anthony Sosebee, Secretary — 10/11/2019 Date
Sr. Vice President

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

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APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney — 10-10-19 Date

HUITT-ZOLLARS, INCORPORATED

Kevin Carter, Vice President — Date

John Anthony Sosebee, Secretary — Date

EXHIBIT A

SCOPE OF SERVICES

TASK 1 – PRELIMINARY INVESTIGATION AND DESIGN

Task 1.01 – Project Work Plan and Schedule

Huitt-Zollars will utilize the Project Milestone Schedule through the design phase of the project.

Huitt-Zollars will also produce a Work Plan for the kick-off meeting with City staff. The Work Plan will include the project scope, design issues, Consultant team and City Staff responsibilities, the Project Schedule, a List and Delineation of Deliverables, a Quality Assurance and Control Plan, Design Budgets and Design Criteria/Codes/Standards/Constraints. The Work Plan is not anticipated to be updated after the kick off meeting. The schedule can be updated once during the project at the City's request.

Deliverables: Project Schedule and Project Work Plan.

Task 1.02 – Project Kick-Off Meeting

Huitt–Zollars will prepare for and conduct the project kick-off meeting at the City offices. Huitt-Zollars will present the project work plan and schedule for discussion. The design team (HZ and City staff) will discuss the design parameters and site challenges. The city will provide contact information and roles for the key design decision makers. Huitt-Zollars will prepare meeting notes for distribution.

Deliverable: Meeting Notes, Project Work Plan, Project Schedule.

Task 1.03 – Field Reconnaissance

Huitt–Zollars will field review existing conditions and identify major potential issues relative to constructability, grading and drainage, safety, ADA compliance, utility conflicts and possible existing utility room and communications issues.

Deliverable: Findings incorporated into the topography and design.

Task 1.04 – Civil Research and Investigation

Huitt-Zollars will gather and map public utility information and utility company records (gas, cable, electrical, telecommunications, sewer, water and storm drain) to ensure the utility information included in the design plans is as accurate as public records allow and further identify potential challenges, conflicts and opportunities. Franchise utility letters and/or e-mail correspondence for gas, cable, electrical, and telecommunications will be sent to the City Project Manager, who will then review and send to the utility companies requesting record information for mapping. This does not include field underground investigation such as potholes, ground penetration radar and electromagnetic locating. To streamline the design time, this effort will only be undertaken for areas where excavation will occur. Huitt-Zollars will collect record drawings from the City of all existing traffic signals for modification. The record drawings will be the basis for the modification design.

Deliverable: Findings incorporated into the topography and design.

Task 1.05 – Survey Research and Design Survey

Huitt-Zollars will use the City's GIS data supplemented with the survey information from localized field surveys where hardscape improvements will be constructed. This process will have the benefit of streamlining the cost and time of survey. Huitt-Zollars will research at the City of Oxnard and Ventura County Department of Public Works survey records information to generate an alignment to be used for survey control. The Basis of Bearings for the

project will be based on recorded subdivision mapping in the area. The vertical datum (NAVD 88) will be based on the Ventura County Department of Public Works Benchmarks and Huitt-Zollars will tie into the closest vertical Benchmark.

The majority of this project has existing CAD file topography from the preliminary design, which the City will make available. Huitt-Zollars will use the City's GIS data supplemented with the survey information from localized field surveys where hardscape improvements will be constructed. This process will have the benefit of streamlining the cost and time of survey. Huitt-Zollars will research at the City of Oxnard and Ventura County Department of Public Works survey records information to generate an alignment to be used for survey control. The Basis of Bearings for the project will be based on recorded subdivision mapping in the area. The vertical datum (NAVD 88) will be based on the Ventura County Department of Public Works Benchmarks and Huitt-Zollars will tie into the closest vertical Benchmark.

A. Design Survey

Huitt-Zollars will provide partial cross-sections at 25-foot intervals for intersection improvement areas. The cross sections will extend from adjacent lane line to the Right of Way and will include shots at the top of curb, gutter flow line, edge of pavement, striping, sidewalk and any existing utilities within the street.

B. Right-of-Way Engineering

Huitt-Zollars will define a "Control Line" for Cloyne Street where improvements are planned, that will be based upon found survey monuments, together with existing and proposed improvements. This "Control Line" will then be used to confirm the existing right-of-way and to determine if right-of-way acquisition is necessary.

Deliverable: Collected Field Survey data in CAD and/or PDF format.

Task 1.06 – Develop Preliminary 30% Design Concept and Estimate

Huitt-Zollars will merge all the gathered information with the information provided by the City to develop the preliminary design concept to 30% plans. Huitt-Zollars will balance the City's standards with the MUTCD and the grant scope with the construction cost.

Deliverable: Findings incorporated into the topography and design.

TASK 2 – CONSTRUCTION DOCUMENTS

Task 2.01 – Prepare 60% Design Documents

Huitt-Zollars will incorporate comments from the 30% submittal and further develop the PS&E to 60%.

Anticipated Plan Sheet List (40 scale):

Title Sheet - 1
Typical Sections - 3
Striping Plan (double strip) - 24
Curb Extensions (6 locations) - 12
Detail Sheet - 6
Flashing Beacon - 1
Traffic Signal Modifications (18 locations) - 18
Total Sheets - 53
Deliverable: 60% Plans, Specifications & Estimate submitted to City.

Task 2.02 – Prepare 95% Design Documents

Huitt-Zollars will incorporate comments from the 60% submittal and further develop the PS&E to 95%.

Deliverable: 95% Plans, Specifications & Estimate submitted to City/Caltrans.

Task 2.03 – Prepare 100% Design Documents

Deliverable: Final Plans, Specifications and Estimate for Bidding.

Task 2.04 – Construction Authorization

Huitt-Zollars will assist the City in obtaining construction authorization from the Local Assistance Engineer at Caltrans.

Deliverable: Caltrans Construction Authorization application & 7 sets of plans.

TASK 3 – BID PERIOD SUPPORT

Task 3.01 – Project Work Plan and Schedule

Bidding phase support services are provided on an as-needed basis at the direction of the client. Huitt-Zollars is available to support the City, as requested, in completing some or all of the following tasks:

1. Responding to bidders questions

Deliverables: Responses to questions, as requested.

TASK 4 – CONSTRUCTION SUPPORT

Task 4.01 – Project Work Plan and Schedule

Huitt-Zollars will assist the City on an as-needed basis at the direction of the client during project construction. Huitt-Zollars is available to support the City, as requested, in completing some or all of the following tasks:

1. Attending Pre-Construction Meeting
2. Attending Site Construction Meetings
3. Reviewing Shop Drawings and Submittals
4. Responding to Contractor's Requests for Information
5. Providing periodic field observations during construction
6. Interacting with Material Testing Consultants
7. Preparing Record Drawings

Deliverables: Meeting minutes, responses to RFI, Field Reports, as requested.

EXHIBIT B

SCHEDULE OF SERVICES

Time is of the essence for this project due to the Caltrans Congestion Mitigation Air Quality (CMAQ) grant funding. The City intends to issue the Notice to Proceed (NTP) to the selected Consultant after City Council action in November 2019. The Consultant shall begin work as soon as the NTP is issued. City anticipates a construction bid-ready PS&E package to be completed within six (6) months of the NTP.

Consultant shall produce a delivery schedule as part of TASK 1.01 Project Work Plan and Schedule.

EXHIBIT C
COMPENSATION RATES
(see attached tables that follow)

* In any case, payments to Consultant for related travel and subsistence (per diem) expenses of Consultant forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Consultant are in excess of DPA rates, Consultant is responsible for the cost difference, and any overpayments inadvertently paid by City shall be reimbursed to City by Consultant on demand within thirty (30) days of such invoice.

EXHIBIT INS-A

INSURANCE REQUIREMENTS

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-8184
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.

10/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

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

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXNARD **Attn: Insurance Compliance** **Reference No. A-8184** **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email: cityofoxnard@ebix.com** **Via Fax: 678-259-1007**	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

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GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES

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

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

Name: _____
Address:

Telephone: (____)____

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

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. A-8184
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: _____

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Agreement No. A-8184

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

Telephone: ( )

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8184
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 _____

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EXHIBIT D

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Consultant and its subconsultants and subcontractors will not discriminate, harass or allow harassment against any employee or applicant for employment because of race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Consultant will take affirmative action to ensure that employees are treated during employment without regard to their race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; evaluation; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and general treatment. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.

2. Consultant, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq. and 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapters 5 of Divisions 4 and 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and each of its subconsultants and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreements, as appropriate.

3. Consultant shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

4. Consultant will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by State, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) State may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, State shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by State in securing the goods or services thereunder shall be borne and paid for by Consultant and by the surety under the performance bond, if any, and State may deduct from any moneys due or thereafter may become due to Consultant, the difference between the price named in the Agreement and the actual cost thereof to State to cure Consultant's breach of this Agreement.

EXHIBIT E

NONDISCRIMINATION ASSURANCES

CONSULTANT HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C.

2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Consultant receives federal financial assistance from the Federal Department of Transportation. CONSULTANT HEREBY GIVES ASSURANCE THAT CONSULTANT will promptly take any measures necessary to effectuate this Agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically, and without limiting the above general assurance, Consultant hereby gives the following specific assurances with respect to its federal-aid Program:

1. That Consultant agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Consultant shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the federal-aid program and, in adapted form, in all proposals for negotiated agreements:

Consultant hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Consultant shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where Consultant receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Consultant receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Consultant shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Consultant with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-

aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid program.

8. That this assurance obligates Consultant for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates Consultant or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which Consultant retains ownership or possession of the property.

9. That Consultant shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Consultant, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Consultant agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Consultant shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. Consultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of State assisted contracts. Consultant's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 *et seq.*)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to Consultant by State, acting for the U.S. Department of Transportation, and is binding on Consultant, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

Appendices A through D are attached hereto and incorporated herein by this reference.

APPENDIX A TO EXHIBIT E

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to as Consultant) agrees as follows:

(1) Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to State or the FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, State shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request State enter into such litigation to protect the interests of State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT E

The following clauses shall be included in any and all deeds effecting or recording the transfer of Project real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that Consultant will accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Consultant all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit D attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Consultant and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on Consultant, its successors and assigns.

Consultant, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and)*

(2) that Consultant shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended(;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the

U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT E

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by Consultant, pursuant to the provisions of Assurance 7(a) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT E

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Consultant, pursuant to the provisions of Assurance 7(b) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

{Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant, and its assigns.

* Reverter clause and related language to be used only when ii is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

EXHIBIT F

FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No federal or state appropriated funds have been paid or will be paid, by or on behalf of Consultant or the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the State Legislature or Congress, or any employee of a Member of the State Legislature or Congress in connection with the awarding of any State or federal contract, including this Agreement, the making of any State or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any State or federal contract, grant, loan, or cooperative contract.

b. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, grant, local, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in all lower tier sub-agreements and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Consultant:

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

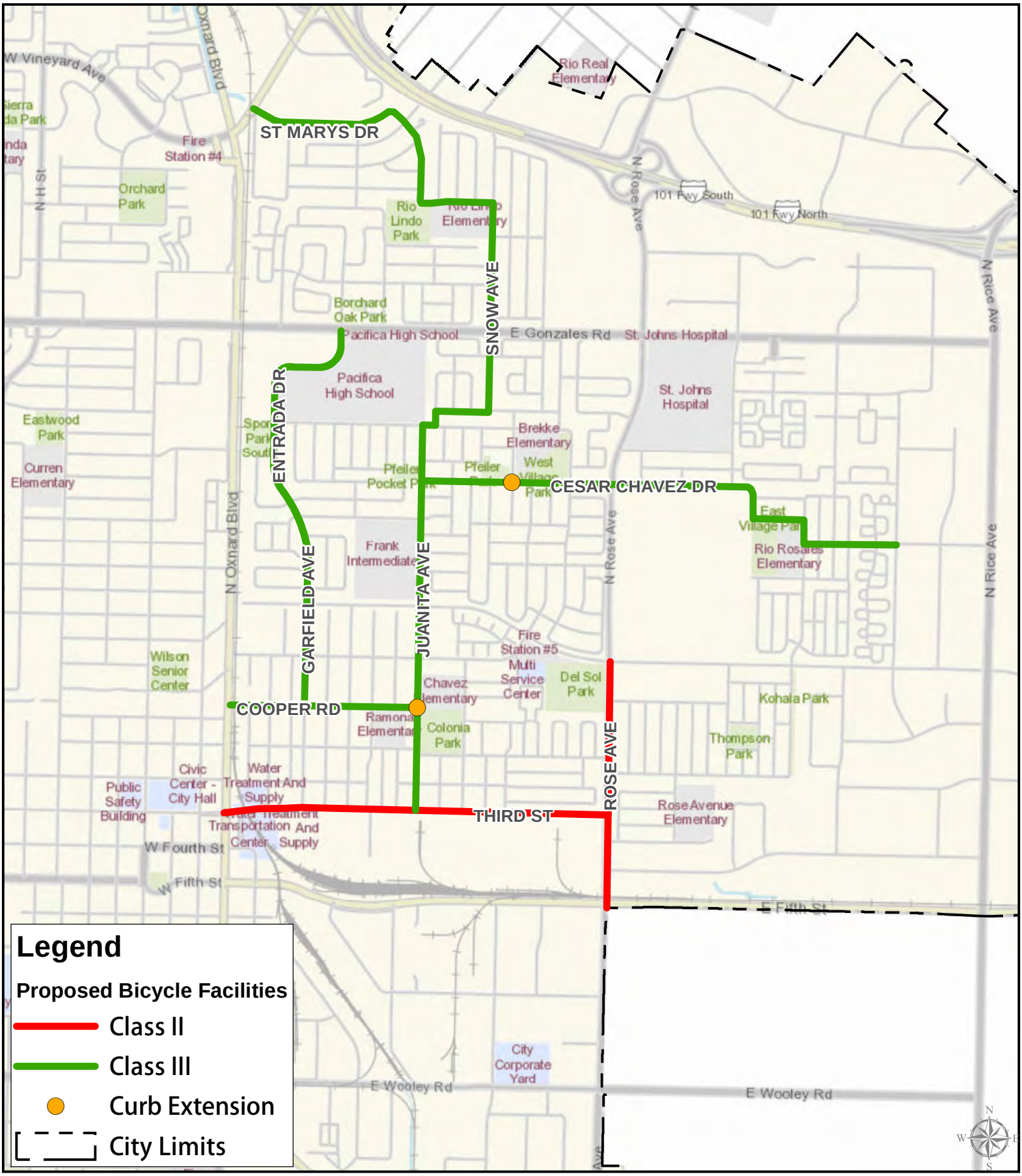
Signature: _____ Date: _____

NE COMMUNITY & CLOYNE STREET PEDESTRIAN/BICYCLE FACILITES INSTALLATION - RFP PW17-36
STAFF HOURS BY TASK
HUITT-ZOLLARS INC.
August 14, 2019

Task	Haslinger	Taylor	Carter		Vlassis	Speiler	Walllace		Scott	St John	Rivera	Gallegos	Bihis	Duenez	Beltran	Klein	Lenherr	Hanson				Yeh	Rincon				
	Princ In Charge	QA Mgr	Sr Proj Mgr	Proj Mgr	Sr Civil Engr	Sr Plnr	Sr Strl Engr	Srtl Engr	Sr L/S Arch	L/S Arch	Sr Traffic Engr	Traffic Engr	EIT	Designer	Sr CADD Tech	Sr Proj Support	Survey Mgr	Sr Proj Surveyor	Proj Surveyor	Survey Tech	Survey Crew (2)	Constn Mgr	Geotech	Environmental	**Total Hours**	**Sub-Consultants**	**Reimb Expenses**	**TOTAL FEE**
	$342	$265	$281	$185	$265	$230	$219	$199	$191	$128	$153	$112	$102	$132	$132	$96	$256	$200	$149	$132	$328	$281						
1.0 Preliminary Design - Analysis of Existing Conditions & Base Map Preparation																												
1.01 Project Work Plan and Schedule	2		8																						**10**			**$2,930**
1.02 Project Kick-Off Meeting	1		8										4												**13**		$50	**$3,047**
1.03 Field Reconnaisance			8										8												**16**		$50	**$3,114**
1.04 Survey Research and Design Survey			4										8				4	8	8	16	24				**72**			**$15,739**
1.05 Develop Preliminary 30% Design Concept (40 scale)			8		16	2					8	8	32	40											**114**			**$17,606**
1.06 Project Meetings (1 during Preliminary Phase)			4										2			1									**7**		$50	**$1,474**
1.07 Grant Reporting			6													6									**12**			**$2,262**
1.08 City Revisions to 30% Plans			4										6	6											**16**		$50	**$2,578**
1.09 QA/QC of Plans		4	4								4	4	4	4											**24**			**$4,177**
1.10 Reports and Estimates			4										8	8											**20**			**$2,996**
2.0 Construction Level Drawings - Civil Plans																												
2.01 Prepare 60% Plans, Specifications & Estimate																									**0**			**$0**
Striping			12								4	4	40	16											**76**			**$10,625**
Plan/Profile Civil (6 curb extension locations)			12		8								16	40											**76**			**$12,401**
Miscellaneous Sheets (Title, Detail, etc)			4										16	16											**36**			**$4,869**
Estimate			4										8	8											**20**			**$2,996**
2.02 Prepare 95% Plans, Specifications & Estimate																									**0**			**$0**
Striping			6								4	4	12	16											**42**			**$6,081**
Plan/Profile Civil			6		8								16	12											**42**			**$7,019**
Miscellaneous Sheets (Title, Detail, etc)			4										4	4											**12**			**$2,060**
Estimate			4										4	4											**12**			**$2,060**
Flashing Beacon Plans			4								6	18		12											**40**			**$5,643**
Traffic Signal Modification Plans (18 locations)			18								108	324	8	8											**466**			**$59,774**
2.03 Prepare 100% Plans, Specifications & Estimate	1		8								4	4	8	8											**33**			**$5,520**
2.04 Caltrans Permitting																									**0**			**$0**
2.05 Construction Authorization			4																						**4**			**$1,124**
2.06 Project Meetings (2 during Design Phase)			8										4			1									**13**		$100	**$2,851**
2.07 City Revisions to Plans			8								4	4	4	4											**24**			**$4,242**
2.08 QA/QC of Plans	2	12	2		2						2	4	4	4											**32**			**$6,640**
2.09 Project Specifications (Outline at 60%, full draft at 95%)			0		20									20		2									**42**			**$8,124**
2.10 Grant Reporting (Design Phases Only)			6													3									**9**			**$1,974**
3.0 Bid Period Support																												
3.01 Pre-Bid Meeting																									**0**			**$0**
3.02 Respond to Bidders Questions			1																						**1**			**$281**
3.03 Prepare Addenda																									**0**			**$0**
3.04 Review/Evaluate Bids																									**0**			**$0**
4.0 Construction Support																												
4.01 Pre-Construction Meeting			4																						**4**		$50	**$1,174**
4.02 Site Construction Meetings (3 @ 1/month)			6																						**6**		$150	**$1,835**
4.03 Review Shop Drawings & Submittals			8																						**8**			**$2,247**
4.04 Respond to Requests for Information			4																						**4**			**$1,124**
4.05 Review Contractor Progress payments																									**0**			**$0**
4.06 Field Observations (4 @ 2 hrs each)			8																						**8**		$0	**$2,247**
4.07 Coordianting with City & other Consultants			8																						**8**			**$2,247**
4.08 Preparing Record Drawings	1	2	4										24	16											**47**		$500	**$7,056**
TOTAL without Optional Tasks	7	18	211	0	54	2	0	0	0	0	144	374	240	246	0	13	4	8	8	16	24	0	0	0	1369			
	$2,391	$4,763	$59,266	$0	$14,289	$460	$0	$0	$0	$0	$21,960	$41,989	$24,499	$32,472	$0	$1,249	$1,025	$1,601	$1,192	$2,112	$7,870	$0	$0	$0	$217,137	**$0**	**$1,000**	**$218,137**
TOTAL ESTIMATED FEE (ALL TASKS)																										$ -	$ 1,000	$ 218,137

G:\Marketing\4-Public\Ventura County-Cities\City of Oxnard\2019 RFP PW 17-36 NE Comm Bike-Ped (due 8-14-2019)\[Huitt-Zollars NE Comm 10H1 (Neg 8-30-2019).xlsx]10-h1

BICYCLE & PEDESTRIAN FACILITIES (PW17-36): EXHIBIT 14 - NORTHEAST COMMUNITY PROJECT LOCATION



Created by:
CITY OF OXNARD
Geographic Information Systems Division
July 2019

1,000 0 1,000 2,000 Feet

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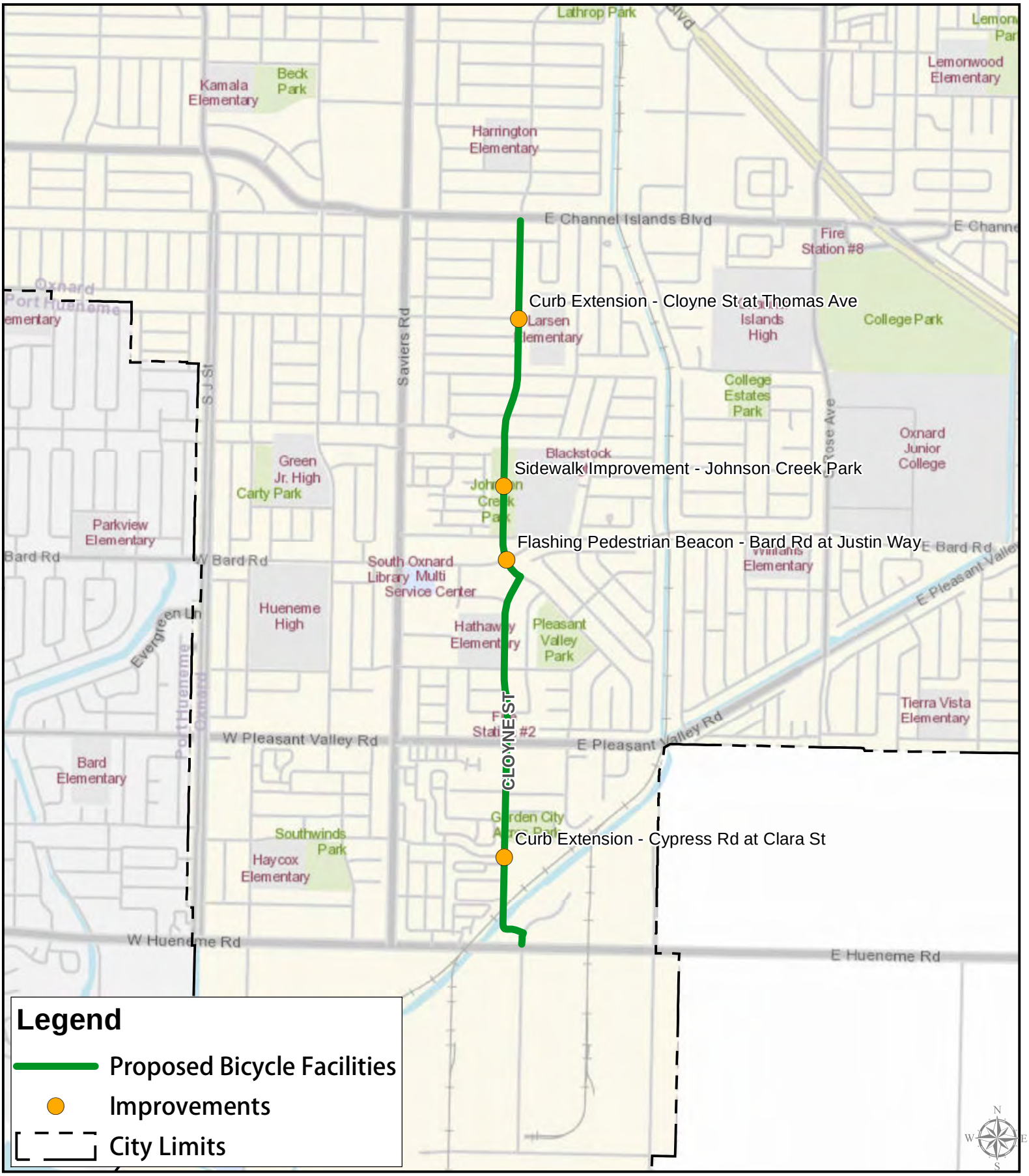
Data Source:
City of Oxnard GIS Division
County of Ventura GIS Program

BICYCLE & PEDESTRIAN FACILITIES (PW17-36): CLOYNE STREET PROJECT LOCATION



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Geographic Information Systems Division
July 2019

940 0 940 1,880 Feet

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Data Source:
City of Oxnard GIS Division
County of Ventura GIS Program

BICYCLE & PEDESTRIAN FACILITIES PROJECT

PUBLIC WORKS AND TRANSPORTATION COMMITTEE PRESENTATION

November 12, 2019

Tatiana Arnaout
City Engineer

RECOMMENDATION

1. That the City Council authorize the Mayor to execute Agreement A-8184 in the amount of $218,137 with Huitt-Zollars for the Bicycle & Pedestrian Facilities Project Nos. 133102 & 163101; and

2. Approve $21,813 for project contingency for the Bicycle & Pedestrian Facilities Project.

BACKGROUND

- The Bicycle & Pedestrian Facilities project was identified in the 2019-2024 Five Year Capital Improvement Program.
- It combines two pedestrian enhancement projects, improving the economy of scale for both the design and construction phases.
- Scope of work is to connect the City's bicycle and pedestrian network by designing Class II and III bicycle facilities, bicycle detection, curb extensions, sidewalks, signage and striping.

PROJECT LOCATION

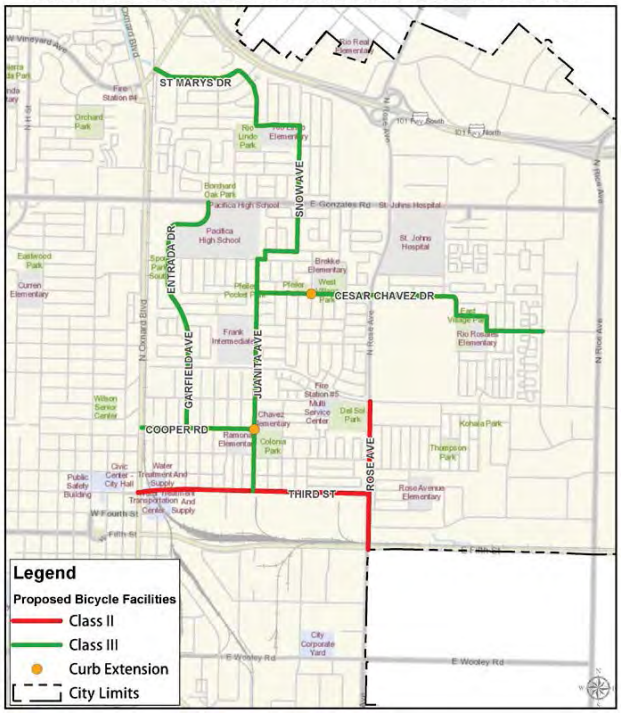
- Project locations include:
  - Northeast Community - approximately 16 streets
  - Cloyne Street from Channel Islands Boulevard to Hueneme Road
- Nearby Northeast schools Include:
  - Cesar E. Chavez Elementary
  - Frank Intermediate
  - Norman Brekke Elementary
  - Pacifica High School
  - Ramona Elementary
  - Rio Lindo Elementary
  - Rio Rosales Elementary
  - Rose Avenue Elementary

Nearby Cloyne schools include:

- Blackstock Elementary
- Larsen Elementary
- Green Jr. High School
- Hathaway Elementary
- Haycox Elementary
- Hueneme High School

PROJECT LOCATION

BICYCLE & PEDESTRIAN FACILITIES (PW17-36):
EXHIBIT 14 - NORTHEAST COMMUNITY PROJECT LOCATION



BICYCLE & PEDESTRIAN FACILITIES (PW17-36):
CLOYNE STREET PROJECT LOCATION

REQUEST FOR PROPOSALS

- The project was advertised for consultants to prepare Plans, Specifications & Estimates (PS&E) on July 15, 2019 with proposals due on August 14, 2019.
- The City received three proposals and Staff evaluated for completeness, qualifications & experience, organization & approach, scope of services, schedule of work, conflict of interest, and references.
- Huitt-Zollars was selected as the most qualified consultant. The total estimated contract is $218,137 and requires City Council approval.
- Staff is also identifying $21,813, 10% of the contract cost, for project contingency.

FUNDING

- In addition to local funding from the Air Pollution Buydown Fees and the Traffic Safety Fund, the two projects include the following transportation grants:

- Northeast Community Project 133102:
  - $643,896 Congestion Mitigation Air Quality (CMAQ) federal grant, which includes $58,536 for design and $585,360 for construction.

  - $93,250 Transportation Development Act (TDA) regional grant.

- Cloyne Street Project163101:
  - $75,000 Transportation Development Act (TDA) regional grant.

- There is sufficient funding available to award the contract.

CITY OF OXNARD CALIFORNIA

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.4.

DATE: November 12, 2019

TO: Public Works & Transportation Committee

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

SUBJECT: Appropriate Funds for C Street Bicycle Facilities Installation (Project No. 133103) and Oxnard Boulevard Bicycle Facilities Installation (Project No. 183101). (10/5/5)

RECOMMENDATION

That the Public Works & Transportation Committee approve a budget appropriation in the total amount of $169,494 from the fund balance of the Air Pollution Buydown Fee Fund (118) to the following projects: $62,821 for the C Street Bicycle Facilities Installation Project No. 133103; and $106,673 for the Oxnard Boulevard Bicycle Facilities Installation Project No. 183101.

BACKGROUND

The C Street Bicycle Facilitates Installation project, as identified in the 2019-2024 Capital Improvement Program, will close gaps and connect the City's bicycle network along C Street from Gonzales Road to Hueneme Road, Hill Street from C Street to Novato Drive, and on G Street/Hemlock from Wooley Road to Patterson Road. Scope includes designing approximately nine miles of Class II and III bicycle facilities, signage and striping.

The Oxnard Boulevard Bicycle Facilities Installation project, as identified in the 2019-2024 Capital Improvement Program, will connect the north Oxnard neighborhoods of Riverpark and the Wagon Wheel Village Master Planned Community. Scope includes designing approximately 14,800-feet of class II bicycle lanes in both directions of Oxnard Boulevard from the US 101 to Gonzales Road, approximately 950-feet of new sidewalk on the west side of Oxnard Boulevard from Orchard Place to the Vineyard Plaza shopping center, and design of a new traffic signal at the intersection of Orchard Place and Oxnard Boulevard.

DISCUSSION

These projects were advertised for consultants to prepare Plans, Specifications & Estimates (PS&E) on July 15, 2019, with proposals due on August 14, 2019. Staff evaluated proposals for completeness, qualifications & experience, organization & approach, scope of services, schedule of work, conflict of interest, and references.

The City received five proposals for the PW 19-95 C Street Bicycle Facilities Installation project and MNS Engineers, Inc. was selected as the most qualified. The total estimated contract 8789-19-PW is $108,718 and can be executed by the City Manager per the Purchasing Policy. Project is funded in part by a $27,825 federal Congestion Mitigation Air Quality grant (275) and $39,665 of Air Pollution Buydown Fee (118). Total fund (118) expenditures to date are $2,322. Staff is requesting an additional $62,821 from Fund (118). The project qualified for Air Pollution Buydown Fees pursuant to the City's intent to implement reasonable available transportation control measures from the Ventura County Air Quality Management Plan.

The City received four proposals for PW 19-96 Oxnard Boulevard Bicycle Facilities Installation and Huitt-Zollars was selected as the most qualified. The total estimated contract 8790-19-PW is $194,976 and can be executed by the City Manager per the Purchasing Policy. Project is funded in part by a $100,000 federal Congestion Mitigation Air Quality grant (275) and $13,403 of Air Pollution Buydown Fee (118). Total expenditures to date are $5,603. Staff is requesting an additional $106,673 from Fund (118). The project qualified for Air Pollution Buydown Fees pursuant to the City's intent to implement reasonable available transportation control measures from the Ventura County Air Quality Management Plan.

STRATEGIC PRIORITIES

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

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

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

Approval of this recommendation will appropriate a total of $169,494 from the fund balance of Air Pollution Buydown Fee (Fund 118) to the following projects: $62,821 for PW 19-95 C Street Bicycle Facilities Installation (Project No. 133103) and $106,673 for PW 19-96 Oxnard Boulevard Bicycle Facilities Installation (Project No. 183101). The projected FY2019-20 unassigned fund balance of Air Pollution Buydown Fee (Fund 118) is $0.92 million net of this appropriation request. Detailed funding of the contract amount and estimated staff time per project is as follows:

C Street Bicycle Facilities Installation Project No. 133103:

Fund	Project Number	FY 19-20 Balance Available**	Appropriation Request	Contract 8789-19-PW	Staff Time Project Management
275 – Federal Transportation Grant	133103	$19,425	$0	$19,425	$0
118 – Air Pollution Buydown	133103	$37,343	$62,821	$89,292	$10,871
Total	133103	$56,768	$62,821	$108,718	$10,871

Oxnard Boulevard Bicycle Facilities Installation Project No. 183101:

		FY 19-20 Balance			

Fund	Project Number	Available**	Appropriation Request	Contract 8790-19-PW	Staff Time Project Management
275 – Federal Transportation Grant	183101	$100,000	$0	$100,000	$0
118 – Air Pollution Buydown	183101	$7,800	$106,673	$94,976	$19,497
Total	183101	$107,800	$106,673	$194,976	$19,497

**The FY 19-20 available balances reflect prior staff time charges incurred.

COMMITTEE OUTCOME

Projects were approved as part of the 2019-2024 Five Year Capital Improvement Program by the Public Works and Transportation Committee on March 26, 2019 and City Council on April 2, 2019.

Prepared by: Debbie O'leary

ATTACHMENTS

1. CA Signed Huit Zollars - 8790-19-PW 2019-11-5 Fed & State PW19-96 Rev.1
2. CA Signed MNS - 8789-19-PW - 2019-11-5 Fed and State Contract PW119-95 Rev.1
3. Huitt-Zollars Cost Proposal PW19-96
4. MNS Cost Proposal PW19-95
5. C Street Project Map
6. Oxnard Blvd Project Location (1)
7. BA 8790 & 8789 10.29.19
8. PowerPoint MNS 8789 Huitt 8790 10.29.19

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 5th day of November, 2019, by and between the City of Oxnard, a municipal corporation (**"City"**), and Huitt-Zollars, Incorporated (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated herein by this reference (the **"Services"** or collectively the **"Project"**). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Debbie O'Leary, Transportation Planner (**"Manager"**), subject to the direction of the City Manager or Public Works Director.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. 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.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in **Exhibit B** attached hereto and incorporated herein by this reference. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Kevin Carter as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on November 5, 2019, and expire on November 5, 2022.

13. Termination

This Agreement may be terminated by City for cause or convenience and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery

or mailing of such notice; however, if the City terminates the Agreement due in any part to a termination or reduction of State or federal funding, the termination shall be effective immediately upon the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant for Services successfully rendered, as determined solely by City, as of the effective date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $194,976 for the Services at rates provided in **Exhibit C** attached hereto and incorporated herein by this reference.

b. The acceptance by Consultant of the final payment made under 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.

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

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

e. 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.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager. Consultant waives payment for any item not appearing on an invoice in the month in which such Services were rendered; in any case, Consultant shall not "back-charge" Services performed.

b. City must submit invoices to the granting agencies on its letterhead with its address formatted in accordance with the Local Assistance Procedures. Should City need any documentation or additional information from Consultant in order to submit City's invoices to the granting agencies, Consultant shall provide such documentation or additional information within ten (10) calendar days of the request from the City.

c. Consultant shall maintain current monthly records, books, documents, receipts, papers, accounts and other evidence pertaining to the Services performed and costs incurred.

Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

d. Consultant must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Consultant. Consultant agrees to submit supporting backup documentation with invoices if requested by City or State. Acceptable backup documentation includes, but is not limited to, a progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of costs.

e. Consultant agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, *et seq.* and all applicable federal and State laws and regulations shall be used to determine the allowability of individual Project cost items.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services. Travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the Consultant or its subcontractors.

17. Non-Appropriation of Funds

a. 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

b. Consultant acknowledges that this is a federally and State-funded project. All contractual obligations of both the State and the federal government are subject to the appropriation of resources by the State Legislature and Congress, respectively, and the allocation of resources by various entities, including the California Transportation Commission (CTC) and the United States Department of Transportation. Payments, including those made from City matching funds, to be made to Consultant by City for the Services performed are contingent upon the City receiving all federal and State funding.

c. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, Consultant shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the Project documents will be amended to reflect the resultant necessary changes in Project funding, scope, or scheduling.

d. Federal and State funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and the State, which are incorporated herein by this reference.

18. Records

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

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

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 Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

a. 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 19 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.

b. City and State each reserve the right to conduct technical and financial audits of the work and records and Consultant agrees, and shall require its contractors and subcontractors to agree, to cooperate with City, State or both by making all appropriate and relevant records available for audit and copying as required in section 19(c).

c. Consultant and its contractors and subcontractors shall each maintain and make available for inspection and audit by City, State, the California State Auditor, or any duly authorized representative of State or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or any subcontractor's agreement related to the Services, including, but not limited to, the costs of administering the Agreement. Consultant shall furnish copies thereof if requested. All of the above-referenced parties shall make such agreements and all contract materials available at their respective offices at all reasonable times during the entire Term and for three (3) years from the date of submission of the final expenditure report by the State to the FHWA.

d. Consultant shall maintain and make available to the City all documents related to the Services, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of Project benefits during the course of the Project, and retain those records for four (4) years from the date of the final closeout of the Project. The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit records relating to the Project, including technical and financial data, of the Department of Transportation, the State, the City, Consultant, and any sub-consultants at any time during the course of the Project and for four (4) years from the date of the final closeout of the Project. Therefore, all Project records shall be maintained and made available at the time of request. Financial records will be maintained, and audits will be conducted, in accordance with Generally Accepted Government Auditing Standards.

e. City may request Consultant to submit copies of documents or provide other information to the City for use in its submissions to the agencies affiliated with the grant funds, in which case Consultant shall provide such copies or information to the City as fast as possible, but in no case later than ten (10) calendar days thereafter.

20. Monthly or Quarterly Review

Subject to the discretion of State, City and State shall conduct, on a monthly and/or quarterly basis, on-site reviews of all aspects of the progress of the Project. City has already agreed, during each monthly and/or quarterly progress review, to inform the State regarding:

a. Whether the Project is proceeding on schedule and within budget;

b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in documents between the two entities;

c. Major construction accomplishments during the month and/or quarter;

d. Any actual or anticipated problems which could lead to delays in schedule,

increased costs or other difficulties;

e. The status of the Project budget; and

f. The status of critical elements of the Project.

Monthly and/or quarterly reviews of City's progress will include consideration of whether reported implementation activities are within the scope of the Project and in compliance with State laws, regulations, and administrative requirements. Should State or City request any information for any such monthly or quarterly review, Consultant shall immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City. If any such information is or may be kept by Consultant's contractors and subcontractors, Consultant shall immediately notify all such contractors and subcontractors and ensure they immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City.

21. Financial System

Consultant, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred costs and matching funds by line item for the Services. The financial management system of Consultant, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by City or State. All accounting records and other supporting papers of Consultant, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years and/or bond requirements from the date of final payment to Consultant by the City, or to the City by the grants, whichever is later in time, and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, auditors representing the federal government, the City, and auditors representing the City. Copies thereof will be furnished by Consultant, its contractors and subcontractors upon receipt of any request made by any such governmental entity or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, the State, federal government or City will rely to the maximum extent possible on any prior audit of the City pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the City's external and internal auditors may be relied upon and used when planning and conducting additional audits.

22. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

23. Hold Harmless, Indemnity and Defense

a. Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, CTC, State, all of their legislative bodies, and all of their officials, officers, employees and agents (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type or cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence,

recklessness, or willful omission or misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, suits, actions, losses, allegations, damages, penalties, fines, and judgments, including but not limited to tortious, contractual, inverse condemnation or other theories or assertions of liability; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a **"Claim"** and collectively the **"Claims"**).

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Consultant (excluding City) are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. 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 Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

c. For services under both sections 23a and 23b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

24. Insurance

Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-A**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-A.** Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-A**. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

25. Independent Contractor

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

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

c. Consultant acknowledges that Consultant and Consultant's 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

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

26. Conflict of Interest

a. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18704 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.

b. Attached hereto as Exhibit F and incorporated herein by this reference is the Federal Lobbying Activities Certification, which Consultant shall separately sign and submit to the City immediately; this Agreement shall be of no force and effect until Consultant signs and submits the form in Exhibit F to the City.

27. Assignability of Agreement

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

28. Successors and Assigns

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

29. Fair Employment Practices

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

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

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

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

e. Consultant shall comply with: (1) section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in federally assisted programs; (2) the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability irrespective of funding; and (3) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

f. Consultant shall comply with the requirements of the Fair Employment Practices Addendum and the Nondiscrimination Assurances, which are attached hereto as Exhibits D and E, respectively, and incorporated herein by this reference. Any agreement entered into by Consultant with a third party for performance of work related to this Agreement shall incorporate these exhibits with third party's name replacing Consultant as essential parts of such agreement to be enforced by that third party as verified by Consultant.

30. Americans with Disabilities Act; Access for Persons with Disabilities

a. Consultant shall comply with, and ensure that all of its subconsultants and subcontractors shall comply with, the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

b. If disabled access review by the Department of General Services (Division of the State Architect) is required by law for the Project, Consultant shall conform all plans and specifications for such facilities to the provisions of California Government Code sections 4450

and 4454 as well as Title 24 of the California Code of Regulations.

31. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal government and the Regional Office of the Environmental Protection Agency (EPA).

32. Energy Efficiency

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

33. Force Majeure

Consultant and City agree that 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 not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

34. Time of Essence

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

35. Covenants and Conditions

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

36. Governing Law

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

37. Compliance with Laws

a. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, all City, State, and federal ordinances, laws, statutes, regulations (including Title

23 Code of Federal Regulation [**"CFR"**] and 2 CFR Part 200), policies and procedures (including those set forth in the California Project Development Procedures Manual, Highway Design Manual, Local Assistance Procedures Manual and the Local Assistance Program Guidelines and all procedural and instructional memoranda as well as the California Transportation Commission SB1 Accountability and Transparency Guidelines), now or hereafter in force pertaining to the Services performed by Consultant pursuant to this Agreement.

b. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code [**"PCC"**] 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable State and federal regulations. Any costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable State and federal regulations, are subject to repayment by Consultant to City, even if Consultant has already expended such funds on subcontractors. Should Consultant fail to refund any moneys due upon written demand by City as provided hereunder, or should Consultant breach this Agreement by failing to complete Services without adequate justification and approval by City, then, within ten (10) calendar days of demand, or within such other period as may be agreed to in writing between the parties, City may withhold or demand a transfer of an amount equal to the amount paid by or owed to City from future apportionments, or any other funds due Consultant, and/or may withhold approval of future Consultant projects with the City.

c. Consultant is to comply with, and ensure its subconsultants and subcontractors comply with, all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to State- funded programs (or projects) including, but not limited to, Section 190, State Highway Account, Public Transportation Account, Proposition I8, Proposition IA, and the Road Repair and Accountability Act of 2017, respectively.

38. Debarment

Consultant certifies that neither it nor its principals are suspended or debarred at the time of the execution of this Agreement and are not listed on the government wide Excluded Parties List System in the System for Award Management (SAM). Consultant agrees that it will notify City immediately in the event a suspension or a debarment occurs after the execution of this Agreement.

39. Severability

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

40. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to

enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

41. 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 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.

42. Arbitration

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

43. Expenses of Enforcement

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

44. Authority to Execute

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

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

45. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to 90 E. Thousand Oaks Blvd., Suite 201, Thousand Oaks, CA 91360-5757.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Transportation Division, 305 West Third Street, East Wing Second Floor, Oxnard, California 93030, Attention: Debbie O'Leary.

46. Amendment

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

47. Entire Agreement

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

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

CITY OF OXNARD

_____ _____
Alexander Nguyen, City Manager — Date

ATTEST:

N/A
_____ _____
Michelle Ascencion, City Clerk (only if Mayor signs) — Date

APPROVED AS TO FORM:

Tracy Mynderse for 10-10-19
Stephen M. Fischer, City Attorney — Date

HUITT-ZOLLARS, INCORPORATED

_____ _____
Kevin Carter, Vice President — Date

_____ _____
John Anthony Sosebee, Secretary — Date

EXHIBIT A

SCOPE OF SERVICES

TASK 1 – PRELIMINARY INVESTIGATION AND DESIGN

Task 1.01 – Project Work Plan and Schedule

Huitt-Zollars will utilize the Project Milestone Schedule through the design phase of the project.

Huitt-Zollars will also produce a Work Plan for the kick-off meeting with City staff. The Work Plan will include the project scope, design issues, Consultant team and City Staff responsibilities, the Project Schedule, a List and Delineation of Deliverables, a Quality Assurance and Control Plan, Design Budgets and Design Criteria/Codes/Standards/Constraints. The Work Plan is not anticipated to be updated after the kick off meeting. The schedule can be updated once during the project at the City's request.

Deliverables: Project Schedule and Project Work Plan.

Task 1.02 – Project Kick-Off Meeting

Huitt–Zollars will prepare for and conduct the project kick-off meeting at the City offices. Huitt-Zollars will present the project work plan and schedule for discussion. The design team (HZ and City staff) will discuss the design parameters and site challenges. The city will provide contact information and roles for the key design decision makers. Huitt-Zollars will prepare meeting notes for distribution.

Deliverable: Meeting Notes, Project Work Plan, Project Schedule.

Task 1.03 – Field Reconnaissance

Huitt–Zollars will field review existing conditions and identify major potential issues relative to constructability, grading and drainage, safety, ADA compliance, utility conflicts and possible existing utility room and communications issues. Yeh and Associates will drill up to three borings along the sidewalk alignment for the necessary retaining wall. Yeh will provide a report with design parameters for the retaining wall.

Deliverable: Findings incorporated into the topography and design. Geotechnical Report for Retaining Wall.

Task 1.04 – Civil Research and Investigation

Huitt-Zollars will gather and map public utility information and utility company records (gas, cable, electrical, telecommunications, sewer, water and storm drain) to ensure the utility information included in the design plans is as accurate as public records allow and further identify potential challenges, conflicts and opportunities. Franchise utility letters and/or e-mail correspondence for gas, cable, electrical, and telecommunications will be sent to the City Project Manager, who will then review and send to the utility companies requesting record information for mapping. This does not include field underground investigation such as potholes, ground penetration radar and electromagnetic locating. To streamline the design time, this effort will only be undertaken for areas where excavation will occur. Huitt-Zollars will collect record drawings from the City of all existing traffic signals for modification. The record drawings will be the basis for the modification design.

Deliverable: Findings incorporated into the topography and design.

Task 1.05 – Survey Research and Design Survey

Huitt-Zollars will use the City's GIS data supplemented with the prior survey information Huitt-Zollars has from their work on the Oxnard Village development, further augmented by localized field surveys where hard improvements will be constructed. This process will have the benefit of streamlining the cost and time of survey.

Huitt-Zollars will research at the City of Oxnard and Ventura County Department of Public Works survey records information to generate an alignment to be used for survey control. The Basis of Bearings for the project will be based on recorded subdivision mapping in the area. The vertical datum (NAVD 88) will be based on the Ventura County Department of Public Works Benchmarks and Huitt-Zollars will tie into the closest vertical Benchmark.

A. Design Survey

Huitt-Zollars will provide partial cross-sections, at 25-foot intervals, for the median realignment and sidewalk installation areas. The cross sections will extend from adjacent lane line to the Right of Way and will include shots at the top of curb, gutter flow line, edge of pavement, striping, sidewalk and any existing utilities within the street.

B. Right-of-Way Engineering

Huitt-Zollars will define a "Control Line," for Oxnard Boulevard that will be based upon found survey monuments, together with existing and proposed improvements. This "Control Line" will then be used to confirm the existing right-of-way and to determine if right-of-way acquisition is necessary.

Deliverable: Collected Field Survey data in CAD and/or PDF format.

Task 1.06 – Develop Preliminary 30% Design Concept and Estimate

Huitt-Zollars will merge all the gathered information with the information provided by the City to develop the preliminary design concept to 30% plans. Huitt-Zollars will balance the City's standards with the MUTCD and the grant scope with the construction cost.

Once the preliminary design and budget have been generated, Huitt-Zollars will meet and discuss with the City and agree on the path forward. Once the preliminary design is accepted by the City and Caltrans grant administrator, Huitt-Zollars can meet with Caltrans for permitting.

Deliverable: Findings incorporated into the topography and design.

TASK 2 – CONSTRUCTION DOCUMENTS

Task 2.01 – Prepare 60% Design Documents

Huitt-Zollars will incorporate comments from the 30% submittal and further develop the PS&E to 60%. Yeh & Associates will provide a geotechnical investigation for the design of select roadway improvements along approximately 14,800 feet of Oxnard Boulevard. The scope of Huitt-Zollars geotechnical services for this project will focus on design of a proposed retaining wall up to 4-feet high that will be needed along an approximately 950-foot segment between Orchard Place and the Vineyard Plaza shopping center to accommodate new sidewalk. Civil Research and Investigation coring and subgrade evaluation along limited segments of the project, where new pavement design sections are needed. Yeh's scope of services assume that the proposed project will not require design modifications to existing food control facilities or bridge abutment walls located near the project site.

Anticipated Plan Sheet List (40 scale):

Title Sheet - 1
Typical Sections - 1
Striping Plan (double strip) - 4
Plan & Profile - 3
Storm Drain Plan/Profile - 1
Retaining Wall Plan - 3

Detail Sheet - 1
Orchard Traffic Signal - 2
Traffic Signal Modifications (3 locations) - 3
Total Sheets - 19
Deliverable: 60% Plans, Specifications & Estimate submitted to City.

Task 2.02 – Prepare 95% Design Documents

Huitt-Zollars will incorporate comments from the 60% submittal and further develop the PS&E to 95%.

Deliverable: 95% Plans, Specifications & Estimate submitted to City/Caltrans.

Task 2.03 – Prepare 100% Design Documents

Deliverable: Final Plans, Specifications and Estimate for Bidding.

Task 2.04 – Construction Authorization

Huitt-Zollars will assist the City in obtaining Caltrans Encroachment Permit and Construction Authorization from the Local Assistance Engineer at Caltrans.

Deliverable: Caltrans Encroachment Permit application, Construction Authorization application & 7 sets of plans.

TASK 3 – BID PERIOD SUPPORT

Task 3.01 – Project Work Plan and Schedule

Bidding phase support services are provided on an as-needed basis at the direction of the client. Huitt-Zollars is available to support the City, as requested, in completing some or all of the following tasks:

1. Responding to bidders questions

Deliverables: Responses to questions, as requested.

TASK 4 – CONSTRUCTION SUPPORT

Task 4.01 – Project Work Plan and Schedule

Huitt-Zollars will assist the City on an as-needed basis at the direction of the client during project construction. Huitt-Zollars is available to support the City, as requested, in completing some or all of the following tasks:

1. Attending Pre-Construction Meeting

2. Attending Site Construction Meetings

3. Reviewing Shop Drawings and Submittals

4. Responding to Contractor's Requests for Information

5. Providing periodic field observations during construction

6. Interacting with Material Testing Consultants

7. Preparing Record Drawings

Deliverables: Meeting minutes, responses to RFI, Field Reports, as requested.

EXHIBIT B

SCHEDULE OF SERVICES

Time is of the essence for this project due to the Caltrans Congestion Mitigation Air Quality (CMAQ) grant funding. The City intends to issue the Notice to Proceed (NTP) to the selected Consultant after City Council action in November 2019. The Consultant shall begin work as soon as the NTP is issued. City anticipates a construction bid-ready PS&E package to be completed within six (6) months of the NTP.

Consultant shall produce a delivery schedule as part of TASK 1.01 Project Work Plan and Schedule.

EXHIBIT C
COMPENSATION RATES
(see attached tables that follow)

* In any case, payments to Consultant for related travel and subsistence (per diem) expenses of Consultant forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Consultant are in excess of DPA rates, Consultant is responsible for the cost difference, and any overpayments inadvertently paid by City shall be reimbursed to City by Consultant on demand within thirty (30) days of such invoice.

EXHIBIT INS-A

INSURANCE REQUIREMENTS

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. 8790-19-PW
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.

10/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

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

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXNARD **Attn: Insurance Compliance** **Reference No. 8790-19-PW** **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email: cityofoxnard@ebix.com** **Via Fax: 678-259-1007**	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

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GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES

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

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

Name:
Address:

Telephone: (____)____

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

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. 8790-19-PW
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: _____

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AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

Telephone: ( )

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. 8790-19-PW
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 _____

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EXHIBIT D

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Consultant and its subconsultants and subcontractors will not discriminate, harass or allow harassment against any employee or applicant for employment because of race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Consultant will take affirmative action to ensure that employees are treated during employment without regard to their race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; evaluation; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and general treatment. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.

2. Consultant, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq. and 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapters 5 of Divisions 4 and 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and each of its subconsultants and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreements, as appropriate.

3. Consultant shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

4. Consultant will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by State, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) State may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, State shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by State in securing the goods or services thereunder shall be borne and paid for by Consultant and by the surety under the performance bond, if any, and State may deduct from any moneys due or thereafter may become due to Consultant, the difference between the price named in the Agreement and the actual cost thereof to State to cure Consultant's breach of this Agreement.

EXHIBIT E

NONDISCRIMINATION ASSURANCES

CONSULTANT HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C.

2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Consultant receives federal financial assistance from the Federal Department of Transportation. CONSULTANT HEREBY GIVES ASSURANCE THAT CONSULTANT will promptly take any measures necessary to effectuate this Agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically, and without limiting the above general assurance, Consultant hereby gives the following specific assurances with respect to its federal-aid Program:

1. That Consultant agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Consultant shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the federal-aid program and, in adapted form, in all proposals for negotiated agreements:

Consultant hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Consultant shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where Consultant receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Consultant receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Consultant shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Consultant with other parties;

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-

aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid program.

8. That this assurance obligates Consultant for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates Consultant or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which Consultant retains ownership or possession of the property.

9. That Consultant shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Consultant, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Consultant agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Consultant shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. Consultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of State assisted contracts. Consultant's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 *et seq.*)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to Consultant by State, acting for the U.S. Department of Transportation, and is binding on Consultant, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

Appendices A through D are attached hereto and incorporated herein by this reference.

APPENDIX A TO EXHIBIT E

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to as Consultant) agrees as follows:

(1) Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to State or the FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, State shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request State enter into such litigation to protect the interests of State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT E

The following clauses shall be included in any and all deeds effecting or recording the transfer of Project real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that Consultant will accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Consultant all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit D attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Consultant and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on Consultant, its successors and assigns.

Consultant, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and)*

(2) that Consultant shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended(;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the

U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT E

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by Consultant, pursuant to the provisions of Assurance 7(a) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT E

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Consultant, pursuant to the provisions of Assurance 7(b) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

{Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant, and its assigns.

* Reverter clause and related language to be used only when ii is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

EXHIBIT F

FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No federal or state appropriated funds have been paid or will be paid, by or on behalf of Consultant or the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the State Legislature or Congress, or any employee of a Member of the State Legislature or Congress in connection with the awarding of any State or federal contract, including this Agreement, the making of any State or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any State or federal contract, grant, loan, or cooperative contract.

b. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, grant, local, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in all lower tier sub-agreements and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Consultant:

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 5th day of November, 2019, by and between the City of Oxnard, a municipal corporation (**"City"**), and MNS Engineers, Inc. (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated herein by this reference (the **"Services"** or collectively the **"Project"**). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Debbie O'Leary, Transportation Planner (**"Manager"**), subject to the direction of the City Manager or Public Works Director.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. 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.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in **Exhibit B** attached hereto and incorporated herein by this reference. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Michael Ip as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on November 5, 2019, and expire on November 5, 2022.

13. Termination

This Agreement may be terminated by City for cause or convenience and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery

or mailing of such notice; however, if the City terminates the Agreement due in any part to a termination or reduction of State or federal funding, the termination shall be effective immediately upon the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant for Services successfully rendered, as determined solely by City, as of the effective date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $108,718 for the Services at rates provided in **Exhibit C** attached hereto and incorporated herein by this reference.

b. The acceptance by Consultant of the final payment made under 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.

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

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

e. 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.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager. Consultant waives payment for any item not appearing on an invoice in the month in which such Services were rendered; in any case, Consultant shall not "back-charge" Services performed.

b. City must submit invoices to the granting agencies on its letterhead with its address formatted in accordance with the Local Assistance Procedures. Should City need any documentation or additional information from Consultant in order to submit City's invoices to the granting agencies, Consultant shall provide such documentation or additional information within ten (10) calendar days of the request from the City.

c. Consultant shall maintain current monthly records, books, documents, receipts, papers, accounts and other evidence pertaining to the Services performed and costs incurred.

Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

d. Consultant must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Consultant. Consultant agrees to submit supporting backup documentation with invoices if requested by City or State. Acceptable backup documentation includes, but is not limited to, a progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of costs.

e. Consultant agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, *et seq.* and all applicable federal and State laws and regulations shall be used to determine the allowability of individual Project cost items.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services. Travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the Consultant or its subcontractors.

17. Non-Appropriation of Funds

a. 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

b. Consultant acknowledges that this is a federally- and State-funded project. All contractual obligations of both the State and the federal government are subject to the appropriation of resources by the State Legislature and Congress, respectively, and the allocation of resources by various entities, including the California Transportation Commission (CTC) and the United States Department of Transportation. Payments, including those made from City matching funds, to be made to Consultant by City for the Services performed are contingent upon the City receiving all federal and State funding.

c. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, Consultant shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the Project documents will be amended to reflect the resultant necessary changes in Project funding, scope, or scheduling.

d. Federal and State funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and the State, which are incorporated herein by this reference.

18. Records

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

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

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 Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

a. 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 19 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.

b. City and State each reserve the right to conduct technical and financial audits of the work and records and Consultant agrees, and shall require its contractors and subcontractors to agree, to cooperate with City, State or both by making all appropriate and relevant records available for audit and copying as required in section 19(c).

c. Consultant and its contractors and subcontractors shall each maintain and make available for inspection and audit by City, State, the California State Auditor, or any duly authorized representative of State or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or any subcontractor's agreement related to the Services, including, but not limited to, the costs of administering the Agreement. Consultant shall furnish copies thereof if requested. All of the above-referenced parties shall make such agreements and all contract materials available at their respective offices at all reasonable times during the entire Term and for three (3) years from the date of submission of the final expenditure report by the State to the FHWA.

d. Consultant shall maintain and make available to the City all documents related to the Services, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of Project benefits during the course of the Project, and retain those records for four (4) years from the date of the final closeout of the Project. The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit records relating to the Project, including technical and financial data, of the Department of Transportation, the State, the City, Consultant, and any sub-consultants at any time during the course of the Project and for four (4) years from the date of the final closeout of the Project. Therefore, all Project records shall be maintained and made available at the time of request. Financial records will be maintained, and audits will be conducted, in accordance with Generally Accepted Government Auditing Standards.

e. City may request Consultant to submit copies of documents or provide other information to the City for use in its submissions to the agencies affiliated with the grant funds, in which case Consultant shall provide such copies or information to the City as fast as possible, but in no case later than ten (10) calendar days thereafter.

20. Monthly or Quarterly Review

Subject to the discretion of State, City and State shall conduct, on a monthly and/or quarterly basis, on-site reviews of all aspects of the progress of the Project. City has already agreed, during each monthly and/or quarterly progress review, to inform the State regarding:

a. Whether the Project is proceeding on schedule and within budget;

b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in documents between the two entities;

c. Major construction accomplishments during the month and/or quarter;

d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;

e. The status of the Project budget; and

f. The status of critical elements of the Project.

Monthly and/or quarterly reviews of City's progress will include consideration of whether reported implementation activities are within the scope of the Project and in compliance with State laws, regulations, and administrative requirements. Should State or City request any information for any such monthly or quarterly review, Consultant shall immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City. If any such information is or may be kept by Consultant's contractors and subcontractors, Consultant shall immediately notify all such contractors and subcontractors and ensure they immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City.

21. Financial System

Consultant, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred costs and matching funds by line item for the Services. The financial management system of Consultant, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by City or State. All accounting records and other supporting papers of Consultant, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years and/or bond requirements from the date of final payment to Consultant by the City, or to the City by the grants, whichever is later in time, and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, auditors representing the federal government, the City, and auditors representing the City. Copies thereof will be furnished by Consultant, its contractors and subcontractors upon receipt of any request made by any such governmental entity or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, the State, federal government or City will rely to the maximum extent possible on any prior audit of the City pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the City's external and internal auditors may be relied upon and used when planning and conducting additional audits.

22. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

23. Hold Harmless, Indemnity and Defense

a. Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, CTC, State, all of their legislative bodies, and all of their officials, officers, employees and agents (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type or

cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful omission or misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, suits, actions, losses, allegations, damages, penalties, fines, and judgments, including but not limited to tortious, contractual, inverse condemnation or other theories or assertions of liability; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a **"Claim"** and collectively the **"Claims"**).

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Consultant (excluding City) are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. 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 Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

c. For services under both sections 23a and 23b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

24. Insurance

Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-A**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-A.** Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-A**. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

25. Independent Contractor

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

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

c. Consultant acknowledges that Consultant and Consultant's 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

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

26. Conflict of Interest

a. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18704 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.

b. Attached hereto as Exhibit F and incorporated herein by this reference is the Federal Lobbying Activities Certification, which Consultant shall separately sign and submit to the City immediately; this Agreement shall be of no force and effect until Consultant signs and submits the form in Exhibit F to the City.

27. Assignability of Agreement

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

28. Successors and Assigns

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

29. Fair Employment Practices

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

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

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

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

e. Consultant shall comply with: (1) section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in federally assisted programs; (2) the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability irrespective of funding; and (3) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

f. Consultant shall comply with the requirements of the Fair Employment Practices Addendum and the Nondiscrimination Assurances, which are attached hereto as Exhibits D and E, respectively, and incorporated herein by this reference. Any agreement entered into by Consultant with a third party for performance of work related to this Agreement shall incorporate these exhibits with third party's name replacing Consultant as essential parts of such agreement to be enforced by that third party as verified by Consultant.

30. Americans with Disabilities Act; Access for Persons with Disabilities

a. Consultant shall comply with, and ensure that all of its subconsultants and subcontractors shall comply with, the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

b. If disabled access review by the Department of General Services (Division of the State Architect) is required by law for the Project, Consultant shall conform all plans and

specifications for such facilities to the provisions of California Government Code sections 4450 and 4454 as well as Title 24 of the California Code of Regulations.

31. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal government and the Regional Office of the Environmental Protection Agency (EPA).

32. Energy Efficiency

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

33. Force Majeure

Consultant and City agree that 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 not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

34. Time of Essence

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

35. Covenants and Conditions

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

36. Governing Law

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

37. Compliance with Laws

a. Consultant shall comply with, and shall ensure its subcontractors and vendors

comply with, all City, State, and federal ordinances, laws, statutes, regulations (including those set forth in the California Project Development Procedures Manual, Highway Design Manual, Local Assistance Procedures Manual and the Local Assistance Program Guidelines and all procedural and instructional memoranda as well as the California Transportation Commission SB1 Accountability and Transparency Guidelines), now or hereafter in force pertaining to the Services performed by Consultant pursuant to this Agreement.

b. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code [**"PCC"**] 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable State and federal regulations. Any costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable State and federal regulations, are subject to repayment by Consultant to City, even if Consultant has already expended such funds on subcontractors. Should Consultant fail to refund any moneys due upon written demand by City as provided hereunder, or should Consultant breach this Agreement by failing to complete Services without adequate justification and approval by City, then, within ten (10) calendar days of demand, or within such other period as may be agreed to in writing between the parties, City may withhold or demand a transfer of an amount equal to the amount paid by or owed to City from future apportionments, or any other funds due Consultant, and/or may withhold approval of future Consultant projects with the City.

c. Consultant is to comply with, and ensure its subconsultants and subcontractors comply with, all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to State- funded programs (or projects) including, but not limited to, Section 190, State Highway Account, Public Transportation Account, Proposition I8, Proposition IA, and the Road Repair and Accountability Act of 2017, respectively.

38. Debarment

Consultant certifies that neither it nor its principals are suspended or debarred at the time of the execution of this Agreement and are not listed on the government wide Excluded Parties List System in the System for Award Management (SAM). Consultant agrees that it will notify City immediately in the event a suspension or a debarment occurs after the execution of this Agreement.

39. Severability

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

40. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to

enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

41. 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 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.

42. Arbitration

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

43. Expenses of Enforcement

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

44. Authority to Execute

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

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

45. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to 4580 E. Thousand Oaks Blvd., Suite 101, Westlake Village, CA 91362.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Transportation Division, 305 West Third Street, East Wing Second Floor, Oxnard, California 93030, Attention: Debbie O'Leary.

46. Amendment

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

47. Entire Agreement

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

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

CITY OF OXNARD

Alexander Nguyen, City Manager — Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney — Date 10-10-19

MNS ENGINEERS, INC.

Shawn Kowalewski, Vice President — Date

James Salvito, CEO — Date

EXHIBIT A

SCOPE OF SERVICES

TASK 1 PROJECT MANAGEMENT FOR PS&E

MNS will develop a Project Development Team (PDT), subject to City approval. Members of the PDT will include MNS and subconsultants, City, and other agency representatives, as necessary. MNS will schedule and conduct a kick-off meeting and as needed PDT meetings (a total of four meetings is anticipated). MNS will conduct team meetings with affected agencies to review schedules, concepts, plans, and specifications (a total of three meetings is anticipated). MNS will prepare monthly progress reports and supporting data, including accomplished tasks for the month, anticipated progress for the next month, pending issues, and schedule to meet target dates.

TASK 2 DESIGN PHASE

MNS will set panels to control the aerial mapping for the bike lane sites identified in the Request for Proposal (RFP), which will be set at a scale of 1"=40'. Aerial mapping coverage will include roadway corridors to the back of sidewalk. A digital color ortho-photo will be prepared and utilized as the base map for design. This scope of work does not include aerial survey planimetrics, supplemental surveys, or right-of-way retracement. Deliverables will include a digital color ortho-photo for design in AutoCAD Civil 3D format. A survey control summary will also be provided to identify control points and datum references. Land survey work will be performed by a licensed professional surveyor. MNS will develop base plans for the improvement plans. MNS will coordinate with the City's traffic staff regarding lane closures and working-hour restrictions. MNS will provide the City with an original complete set of mylar plans, specifications, and construction estimate. MNS will prepare a construction cost estimate with total costs and subtotals for each line item of work. MNS will prepare 65%, 95%, and 100% plans, specifications, and estimates for the City to review and comment. During bid phase, MNS will respond to bidder questions regarding the PS&Es.

TASK 3 QA/QC MEASURES

The following measures will be implemented to improve quality control of deliverables. MNS staff must comply with the provisions of MNS's quality assurance procedures. Subconsultant staff must comply with their internal quality assurance procedures. All civil improvement drawings will be drawn at standard engineering scales. All structural and other discipline drawings will be drawn at an architectural scale in fraction of an inch equals one foot. This will allow overlays for coordination and conflict review among all disciplines. All plan views for the same structure will be oriented in the same direction and include north arrows. Plans, details, and sections not drawn to scale will be avoided whenever possible. Intermediate progress sets of drawings will be plotted and reproduced half-size to facilitate cross-checking. All calculations will be checked, and so noted, by someone other than the preparer. Team members familiar with the project will check each other's calculations whenever possible. When checking calculations, the complete thought process will be reviewed as well as the math. Corrections will be clearly noted on the original calculations in red pencil, with superseded calculation sections or sheets marked "SUPERSEDED" (not 'VOID'), and retained within the pertinent section of the notebook; erroneous figures will be crossed out in red pencil, but left legible. All revisions must be reviewed with the individual who originally prepared the calculations. The name of the checker and the date of checking will be included on the appropriate locations on the calculations sheets. Technical Memoranda, written text must be reviewed for logic, clarity, completeness, coordination with figures and tables, and typographical errors before submittal to the City. The reviewer must not be the same person as the author of the text. Cost estimates will be checked for mathematical accuracy and to ensure all project elements have been included. Each discipline (e.g., structural, civil, electrical, etc.) and each Task Leader must perform detailed internal checking of all calculations, drawings, specifications, and cost estimates in accordance with an established schedule. Checking will be done when these items are

essentially complete. Special care will be taken to check last minute changes. Each dimension and note will be marked out with a yellow marker (be sure it is correct before yellow-lining); revisions and/or additions will be indicated in red and reviewed with the original designer. The person making the corrections will encircle the red marks on the print with a green marker as they are corrected, and return to the checker for back-checking. If requested by the checker, a final check print will be used in the back-checking process. The name of the checker, dates of checking, and back-checking will be written in red near the title box of each sheet checked and back-checked. The name of the checker will also be indicated on the original drawing. All project specifications will be in the appropriate format. The specification checker must be provided with an up-to-date set of drawings. Similarly, all references to the specifications on the plans must also be checked for compatibility. Every page of the specifications will be thoroughly read to provide project continuity, correctness, appropriateness, and coordination with the drawings, especially if a specification references another document, (e.g., specification, catalog no., etc.).

Redundant material, excess verbiage and inapplicable information will be eliminated. All corrections will be made in red marker and the revised specifications back-checked against the red-marked check set. The check set will identify the checker and dates of checking and back-checking. All cost estimates, including figures obtained from outside sources, will be checked for mathematical accuracy, reasonableness of data and assumptions and to confirm that all items in the project have been accounted for and included in the estimate. Cost estimates will also be checked for incorporation of all related items, such as contractor's overhead and profit and a suitable contingency allowance. The project construction cost estimates will be reviewed by the MNS Construction Management department.

TASK 4 CONSTRUCTION SUPPORT FOR CHANGES TO DESIGN (OPTIONAL)

At the City's discretion, MNS may be retained for construction support involving changes to design. MNS will provide the following construction support for changes to design services: Attend construction site meetings (up to three) and respond to questions; review and respond to shop drawing submittal for conformity with the PS&Es; review and respond to Requests for Information (RFIs) or Change Requests (CRs) from the City or contractor within three working days from the time of notice; review design CRs and prepare new design plans as needed (up to three); maintain a log of all changes (either clouded or clearly described) to the approved plan set; assist the City's Project Manager in reviewing and making recommendations to Contract Change Orders (CCOs); prepare cost estimates for CCOs; prepare record drawings upon completion of the project and acquire redlined plans from the contractor, and final record drawings will be provided in electronic files (AutoCAD and PDF) and mylar.

EXHIBIT B

SCHEDULE OF SERVICES

Time is of the essence for this project due to the Caltrans Congestion Mitigation Air Quality (CMAQ) grant funding. The City intends to issue the Notice to Proceed (NTP) to the selected Consultant after City Council action in November 2019. The Consultant shall begin work as soon as the NTP is issued. City anticipates a construction bid-ready PS&E package to be completed within six (6) months of the NTP.

Consultant shall produce a delivery schedule as described in Section 6 of the Request for Proposals, and Section 2 Schedule of the MNS Engineers, Inc. proposal.

EXHIBIT C
COMPENSATION RATES
(see attached tables that follow)

*In any case, payments to Consultant for related travel and subsistence (per diem) expenses of Consultant forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Consultant are in excess of DPA rates, Consultant is responsible for the cost difference, and any overpayments inadvertently paid by City shall be reimbursed to City by Consultant on demand within thirty (30) days of such invoice.

EXHIBIT INS-A

INSURANCE REQUIREMENTS

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. 8789-19-PW
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.

10/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

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

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXNARD **Attn: Insurance Compliance** **Reference No. 8789-19-PW** **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email: cityofoxnard@ebix.com** **Via Fax: 678-259-1007**	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

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GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES

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

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

Name: _____
Address:

Telephone: (____)____

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

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. 8789-19-PW
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: _____

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AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

Telephone: ( )

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. 8789-19-PW
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 _____

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EXHIBIT D

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Consultant and its subconsultants and subcontractors will not discriminate, harass or allow harassment against any employee or applicant for employment because of race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Consultant will take affirmative action to ensure that employees are treated during employment without regard to their race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; evaluation; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and general treatment. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.

2. Consultant, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq. and 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapters 5 of Divisions 4 and 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and each of its subconsultants and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreements, as appropriate.

3. Consultant shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

4. Consultant will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by State, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) State may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, State shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by State in securing the goods or services thereunder shall be borne and paid for by Consultant and by the surety under the performance bond, if any, and State may deduct from any moneys due or thereafter may become due to Consultant, the difference between the price named in the Agreement and the actual cost thereof to State to cure Consultant's breach of this Agreement.

EXHIBIT E

NONDISCRIMINATION ASSURANCES

CONSULTANT HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C.

2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Consultant receives federal financial assistance from the Federal Department of Transportation. CONSULTANT HEREBY GIVES ASSURANCE THAT CONSULTANT will promptly take any measures necessary to effectuate this Agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically, and without limiting the above general assurance, Consultant hereby gives the following specific assurances with respect to its federal-aid Program:

1. That Consultant agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Consultant shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the federal-aid program and, in adapted form, in all proposals for negotiated agreements:

Consultant hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Consultant shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where Consultant receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Consultant receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Consultant shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Consultant with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-

aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid program.

8. That this assurance obligates Consultant for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates Consultant or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which Consultant retains ownership or possession of the property.

9. That Consultant shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Consultant, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Consultant agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Consultant shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. Consultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of State assisted contracts. Consultant's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 *et seq.*)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to Consultant by State, acting for the U.S. Department of Transportation, and is binding on Consultant, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

Appendices A through D are attached hereto and incorporated herein by this reference.

APPENDIX A TO EXHIBIT E

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to as Consultant) agrees as follows:

(1) Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to State or the FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, State shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request State enter into such litigation to protect the interests of State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT E

The following clauses shall be included in any and all deeds effecting or recording the transfer of Project real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that Consultant will accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Consultant all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit D attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Consultant and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on Consultant, its successors and assigns.

Consultant, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and)*

(2) that Consultant shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended(;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the

U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT E

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by Consultant, pursuant to the provisions of Assurance 7(a) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT E

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Consultant, pursuant to the provisions of Assurance 7(b) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

{Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant, and its assigns.

* Reverter clause and related language to be used only when ii is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

EXHIBIT F

FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No federal or state appropriated funds have been paid or will be paid, by or on behalf of Consultant or the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the State Legislature or Congress, or any employee of a Member of the State Legislature or Congress in connection with the awarding of any State or federal contract, including this Agreement, the making of any State or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any State or federal contract, grant, loan, or cooperative contract.

b. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, grant, local, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in all lower tier sub-agreements and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Consultant:

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

OXNARD BOULEVARD BICYCLE FACILITIES INSTALLATION - RFP PW19-96
STAFF HOURS BY TASK
HUITT-ZOLLARS INC.
8/14/2019 - Revised 8/30/2019

Task	Haslinger	Taylor	Carter		Vlassis	Speiler	Walllace		Scott	St John	Rivera	Gallegos	Bihis	Duenez	Beltran	Klein	Lenherr	Hanson					Yeh	Rincon				
	Princ In Charge	QA Mgr	Sr Proj Mgr	Proj Mgr	Sr Civil Engr	Sr Plnr	Sr Strl Engr	Srtl Engr	Sr L/S Arch	L/S Arch	Sr Traffic Engr	Traffic Engr	EIT	Designer	Sr CADD Tech	Sr Proj Support	Survey Mgr	Sr Proj Surveyor	Proj Surveyor	Survey Tech	Survey Crew (2)	Constn Mgr	Geotech	Environmental	**Total Hours**	**Sub-Consultants**	**Reimb Expenses**	**TOTAL FEE**
	$342	$265	$281	$185	$265	$230	$219	$199	$191	$128	$153	$112	$102	$132	$132	$96	$256	$200	$149	$132	$328	$281						
1.0 Preliminary Design - Analysis of Existing Conditions & Base Map Preparation																												
1.01 Project Work Plan and Schedule	1		8																						**9**			**$2,589**
1.02 Project Kick-Off Meeting	1		4										2												**7**		$50	**$1,719**
1.03 Field Reconnaisance			8										8												**16**		$50	**$3,114**
1.04 Survey Research and Design Survey			4														2	4	8	8	16		19968		**42**	$19,968		**$29,898**
1.05 Develop Preliminary 30% Design Concept (40 scale)			8		4	2					4		20	40											**78**			**$11,697**
1.06 Project Meetings (1 during Preliminary Phase)			4										2												**6**		$50	**$1,378**
1.07 Grant Reporting			6													4									**10**			**$2,070**
1.08 City Revisions to 30% Plans			4										4	4											**12**		$50	**$2,110**
1.09 QA/QC of Plans		4																							**4**			**$1,058**
1.10 Reports and Estimates			8										8	8											**24**			**$4,120**
2.0 Construction Level Drawings - Civil Plans																												
2.01 Prepare 60% Plans, Specifications & Estimate																									**0**			**$0**
Striping			8								8	8	16												**40**			**$5,998**
Plan/Profile Civil			8		8		24	16	8	8			16	40											**128**			**$22,256**
Miscellaneous Sheets (Title, Detail, etc)			4										24												**28**			**$3,573**
Estimate			4										8	8											**20**			**$2,996**
2.02 Prepare 95% Plans, Specifications & Estimate																									**0**			**$0**
Striping			6								8	8	16												**38**			**$5,437**
Plan/Profile Civil			6		8		8	8	4	4			8	24											**70**			**$12,402**
Miscellaneous Sheets (Title, Detail, etc)			4																						**4**			**$1,124**
Estimate			4										8	8											**20**			**$2,996**
Traffic Signal Plans (Orchard Pl)			4								6	18													**28**			**$4,059**
Traffic Signal Modification Plans (WW, Gonzales, Vineyard)			12								18	54													**84**			**$12,178**
2.03 Prepare 100% Plans, Specifications & Estimate	1		8		4						4	4	12	12											**45**			**$7,515**
2.04 Caltrans Permitting			12								12			12											**36**		$100	**$6,885**
2.05 Construction Authorization			4																						**4**			**$1,124**
2.06 Project Meetings (2 during Design Phase)			8										4												**12**		$100	**$2,755**
2.07 City Revisions to Plans			8								8		8	8											**32**			**$5,340**
2.08 QA/QC of Plans	1	12	2		2						4	4	4	4								2			**35**			**$7,166**
2.09 Project Specifications (Outline at 60%, full draft at 95%)			0		20						20					2									**42**			**$8,534**
2.10 Grant Reporting (Design Phases Only)			6													4									**10**			**$2,070**
3.0 Bid Period Support																												
3.01 Pre-Bid Meeting																1									**1**			**$96**
3.02 Respond to Bidders Questions			1													1									**2**			**$377**
3.03 Prepare Addenda																									**0**			**$0**
3.04 Review/Evaluate Bids																									**0**			**$0**
4.0 Construction Support																												
4.01 Pre-Construction Meeting			4																						**4**		$50	**$1,174**
4.02 Site Construction Meetings (3 @ 1/month)			6																						**6**		$150	**$1,835**
4.03 Review Shop Drawings & Submittals			12																						**12**			**$3,371**
4.04 Respond to Requests for Information			4																						**4**			**$1,124**
4.05 Review Contractor Progress payments																									**0**			**$0**
4.06 Field Observations (4 @ 2 hrs each)			8																						**8**		$200	**$2,447.04**
4.07 Coordianting with City & other Consultants			16																						**16**			**$4,494**
4.08 Preparing Record Drawings		2	4										16	16											**38**		$500	**$5,898.02**
TOTAL without Optional Tasks	4	18	217	0	46	2	32	24	12	12	92	96	184	184	0	12	2	4	8	8	16	2	19968	0	975			
	$1,367	$4,763	$60,951	$0	$12,172	$460	$6,996	$4,766	$2,297	$1,534	$14,030	$10,778	$18,783	$24,288	$0	$1,153	$513	$800	$1,192	$1,056	$5,246	$563	$0	$0	$173,708	**$19,968**	**$1,300**	**$194,976**
TOTAL ESTIMATED FEE (ALL TASKS)																										$ 19,968	$ 1,300	$ 194,976

G:\Marketing\4-Public\Ventura County-Cities\City of Oxnard\2019 RFP PW 19-96 Oxnard Bl Bike (due 8-14-2019)\[PW 19-96 Oxnard Bl Bike Fee Estimate.xlsx]OxBl Bike 8-30-2019 (Neg Rev)

MNS Engineers, Inc. - Team Resource Estimate

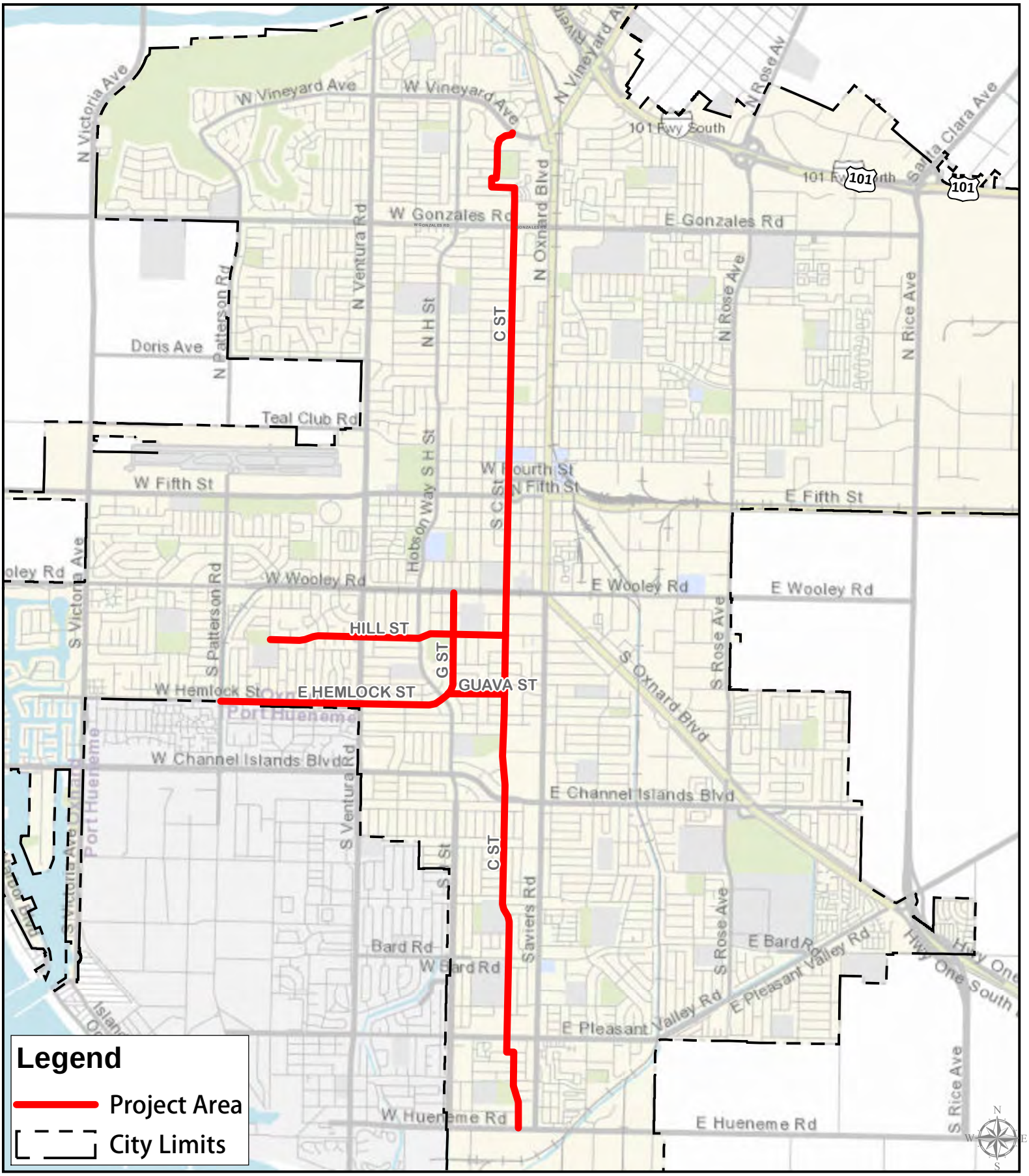
C Street Bike Facilities Installation PW19-95

Task Descriptions	MNS Engineers								Task Summary					
	Principal Engineer	Associate Engineer (RW)	Associate Engineer (SP)	Principal Surveyor	Lead Surveyor	Associate Project Surveyor	Party Chief	Chain Person	MNS Resource Hours	MNS Resource Costs	Central Coast Aerial Mapping	Reimbursables	Total Costs	Task Costs
	$230.75	$97.30	$87.95	$303.12	$167.21	$102.95	$145.27	$139.56						
Task 1 Project Management														
1. Develop PDT	4								4	$923			$923	
2. Kickoff/PDT Meetings (4)	10								10	$2,308			$2,308	
3. Agency Meetings (3)	8								8	$1,846			$1,846	
4. Monthly progress reports	8								8	$1,846			$1,846	$6,923
Task 2 - Design Phase														
1. Data Collection/Field Review	4	16	12						32	$3,535			$3,535	
2. Utility Coordination	4		20						24	$2,682		$100	$2,782	
3. Survey and Mapping				4	16	16	24	24	84	$12,371	$9,350		$21,721	
4. Develop Base Map	16	30	40						86	$10,129			$10,129	
5. Coordinate with City Traffic Staff	4								4	$923			$923	
6. Provide final mylars, specification and estimate	2		4						6	$813		$250	$1,063	
7. Construction Cost Estimate	2	4	12						18	$1,906			$1,906	
8. 65%, 95% and 100% PS&E (27 Sheets)														
Title Sheet	2	4	8						14	$1,554		$10	$1,564	
Improvement Plans 1"=40' Double Stacked (20)	40	80	120						240	$27,568		$100	$27,668	
Construction Details (1)	4	8	16						28	$3,109		$10	$3,119	
Typical Traffic Control (5)	12	24	48						84	$9,326		$20	$9,346	
Specifications	24	12							36	$6,706			$6,706	$90,462
Task 3 - Bid Phase														
1. Respond to Bidder Questions	2	8							10	$1,240			$1,240	$1,240
Task 4 - Construction Support for Changes to Design														
1. Attend Construction Meetings (up to 3)	6								6	$1,385			$1,385	
2. Review shop drawings and submittal	2	8							10	$1,240			$1,240	
3. Respond to RFIs	2	8							10	$1,240			$1,240	
4. Review design CR/prepare plans	2	8							10	$1,240			$1,240	
5. Maintain log of changes	2	8							10	$1,240			$1,240	
6. Review CCO/Prepare CCO cost estimate	2	12							14	$1,629			$1,629	
7. Record Drawings	1	6	12						19	$1,870		$250	$2,120	$10,093

	Staff Summary								Project Summary					
Total Staff Hours	163	236	292	4	16	16	24	24	775 Hours	$98,628	$9,350	$740	$108,718	$108,718
Total Staff Costs	$37,612	$22,963	$25,682	$1,212	$2,675	$1,647	$3,486	$3,349						

GRAND TOTAL	$108,718	$108,718

C STREET BICYCLE FACILITIES INSTALLATION (PW19-95): EXHIBIT 14 - PROJECT LOCATION



Created by:
CITY OF OXNARD
Geographic Information Systems Division
July 2019

2,000 0 2,000 4,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

Data Source:
City of Oxnard GIS Division
County of Ventura GIS Program

OXNARD BOULEVARD BICYCLE FACILITIES INSTALLATION (PW19-96): EXHIBIT 14 - PROJECT LOCATION

Created by:
CITY OF OXNARD
Geographic Information Systems Division
July 2019

550 0 550 1,100 Feet

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Data Source:
City of Oxnard GIS Division
County of Ventura GIS Program

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works **Date:** November 12, 2019

Project/Program Manager: Debbie O'Leary **Phone:** x5283

Reason for Appropriation:

Additional funding required to award contract to consultant for Plans, Specifications and Estimates for project 133103 PW 19-95.; and Project 183101 PW-19-96.

Accounts and Descriptions		**AMOUNT**
Fund: AIR POLLUTION BUYDOWN FEE (118)		
Expenditures/Transfers Out		
C STREET BICYCLE FACILITIES (Project 133103)		
118-3125.826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	13,194
118-3125-826.82-09	CONTRACTS AND SERVICES / SVCS-OTHER PROF/CONTRA	49,627
	Sub-total Expenditures	62,821
Expenditures/Transfers Out		
OXNARD BLVD BIKE LANE (Project 183101)		
118-3124.826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	25,050
118-3124-826-82-09	CONTRACTS AND SERVICES / SVCS-OTHER PROF/CONTRACT	81,623
	Sub-total Expenditures	106,673
	Net Change to Fund Balance	**(169,494)**
	Net Appropriation Change	**169,494**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____

BA DOC.# (Finance)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

C STREET BICYCLE FACILITIES
OXNARD BOULEVARD BICYCLE FACILITIES

PUBLIC WORKS AND TRANSPORTATION COMMITTEE PRESENTATION

November 12, 2019

Tatiana Arnaout
City Engineer

RECOMMENDATION

1. Approve a Budget Appropriation in the total amount of $169,494 from the Air Pollution Buydown Fee (Fund 118): $62,821 for the C Street Bicycle Facilities Installation Project No. 133103; and $106,673 for the Oxnard Boulevard Bicycle Facilities Installation Project No. 183101.

BACKGROUND

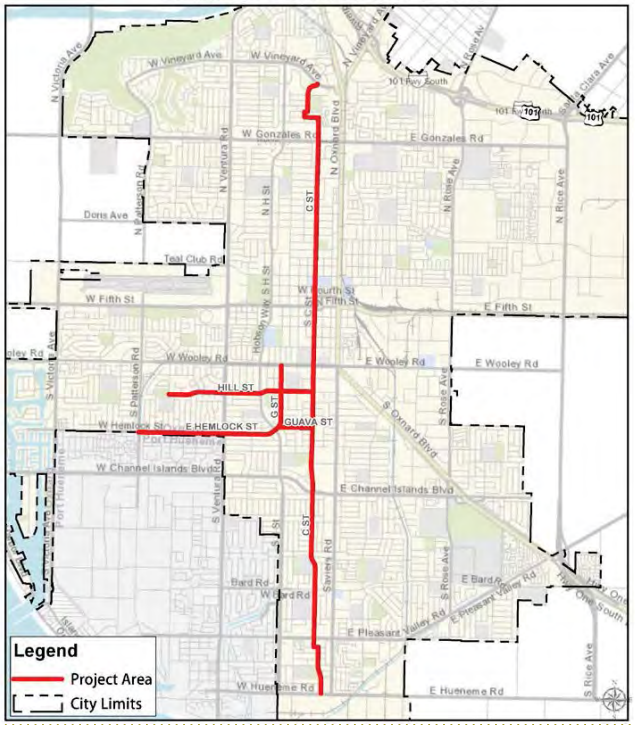
- These two projects, C Street Bicycle Facilities Installation and the Oxnard Boulevard Bicycle Facilities Installation project were identified in the 2019-2024 Five Year Capital Improvement Program.
- Scope of work is similar for both projects:
- The C Street Bicycle Facilitates Installation includes designing approximately nine miles of Class II and III bicycle facilities, signage and striping.
- The Oxnard Boulevard Bicycle Facilities Installation includes designing approximately 14,800-feet of class II bicycle lanes in both directions of Oxnard Boulevard from the US 101 to Gonzales Road, approximately 950-feet of new sidewalk on the west side of Oxnard Boulevard from Orchard Place to the Vineyard Plaza shopping center, and design of a new traffic signal at the intersection of Orchard Place and Oxnard Boulevard.

PROJECT LOCATION – C STREET

- Project locations along C Street include:
  - C Street from Gonzales Road to Hueneme Road
  - Hill Street from C Street to Navato Drive
  - G Street/Hemlock from Wooley Road to Patterson Road

PROJECT LOCATION – C STREET

C STREET BICYCLE FACILITIES INSTALLATION (PW19-95):
EXHIBIT 14 - PROJECT LOCATION



PROJECT LOCATION – OXNARD BOULEVARD

- Project locations along Oxnard Boulevard include:
  - Oxnard Boulevard from US 101 to Gonzales Road
    - Install approximately 14,800-feet Class II bicycle lanes in both directions
  - Oxnard Boulevard from Orchard Place to Vineyard Plaza
    - Install approximately 950-feet of new sidewalk on the west side
  - Oxnard Boulevard and Orchard Place
    - Install new traffic signal

PROJECT LOCATION – OXNARD BOULEVARD

OXNARD BOULEVARD BICYCLE FACILITIES INSTALLATION (PW19-96):
EXHIBIT 14 - PROJECT LOCATION

REQUEST FOR PROPOSALS

- The project was advertised for consultants to prepare Plans, Specifications & Estimates (PS&E) on July 15, 2019, with proposals due on August 14, 2019.
- The City received five proposals for C Street Bicycle Facilities Installation and four proposals for Oxnard Boulevard Bicycle Facilities Installation. Staff evaluated each project's proposals for completeness, qualifications & experience, organization & approach, scope of services, schedule of work, conflict of interest and references.
- For the C Street Bicycle Facilities MNS, Engineers, Inc. was selected as the most qualified consultant. The total estimated contract is $108,718.
- For the Oxnard Boulevard Bicycle Facilities Huitt-Zollars was selected as the most qualified consultant. The total estimated contract is $194,976.

FUNDING

- In addition to existing local funding from the Air Pollution Buydown Fee (Fund 118), the two projects include the following transportation grants for the design phase:

- C Street Bicycle Facilities133103:
  - $27,825 Congestion Mitigation Air Quality (CMAQ) federal grant (Fund 275).

- Oxnard Boulevard Bicycle Facilities 183101:
  - $100,000 Congestion Mitigation Air Quality (CMAQ) federal grant (Fund 275).

FUNDING

- In order to award the contracts, Staff is requesting additional Air Pollution Buydown Fees (Fund 118) as follows:

- C Street bicycle Facilities 133103:
  - $62,821

- Oxnard Boulevard Bicycle Facilities 183101:
  - $106,673

CITY OF OXNARD CALIFORNIA

QUESTIONS?

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