

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



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street

March 16, 2021

Closed Session - 5:00 PM
Regular Meeting - 6:00 PM

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

As a precautionary measure to help slow the spread of COVID-19, the City Council facilities are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting. *Please see the link for the Measure M pre-recorded presentation video for each agenda item below.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 2:00 p.m. on the day of the meeting. Please identify the meeting date and agenda item in the Subject line.

A telephone option for public comments is also available at this time. Requests to speak must be submitted no later than 2:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

*The City has filed pre-election and post-election lawsuits regarding the validity of Measure M. The judge has not yet ruled on the legal sufficiency of Measure M.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))

Name of case: City of Oxnard v. Fox Canyon Groundwater Management Agency
Los Angeles County Superior Court, Case No. 20STCP00929
Legislative Body: City Council

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

Agenda Item time estimates: (Presentation / Council Discussion / Public Comment)

2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))

Name of case: City of Oxnard v. Brownstein, Hyatt, Farber, Schreck, LLP

Los Angeles County Superior Court, Case No. 20STCV19575

Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)

RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

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

1. City Manager Department

SUBJECT: Appointment of Members to Serve on the City's Commissions, Committees, and Boards. (0/15/15)

RECOMMENDATION: That the Mayor, with the concurrence of the City Council, make the following appointments:

1. To Community Relations Commission: Adam Lopez (D3) and Khalilah Durias (D5);
2. To Parks and Recreation and Community Services Commission: Miguel Fernandez (D1) and Chris Hernandez (D2);
3. To Commission on Homelessness: Ruby Durias (D4) and Alejandro Fregoso (D6);
4. To Cultural Arts Commission: Sandra Diaz (D3) and Michelle Ascension (D5);
5. To Planning Commission: Miguel Lopez (City at large) and Robert Sanchez (D4); and
6. To Mobile Home Park Rent Review Board: Erik Fruth; and
7. To Measure O Citizen Oversight Committee: Steven Nash (D1)
(This item did not originate in Committee)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/_VrivBi3Cbg

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

H. REVIEW OF INFORMATION/CONSENT AGENDA

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

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

J. INFORMATION/CONSENT AGENDA1. Public Works Department

SUBJECT: Agreement for Primary Clarifiers and Activated Sludge Basins Improvement Project PW 21-17.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8294 with Brown and Caldwell in the amount of \$843,344 for engineering design services for the Primary Clarifiers and Activated Sludge Basins Improvement Project (186607).
(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Tatiana Arnaout, (805) 385-8341

2. Public Works Department

SUBJECT: Agreement for Central Trunk Sewer Main Replacement Project PW 21-27.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8303 with Kennedy/Jenks Consultants, Inc. in the amount of \$359,894 for engineering design services for the Central Trunk Sewer Main Replacement Project (206602). (This item did not originate in Committee.)

Legislative Body: City Council

Contact: Tatiana Arnaout, (805) 385-8341

3. Community Development Department

SUBJECT: Ormond Beach Wetlands Area Caretaker Services Agreement.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with Walter Fuller (9132-21-CD) for a two year contract from July 1, 2021 through June 30, 2023, with an option for a third year from July 1, 2023 to June 30, 2024 for occupancy of a City-owned mobile home and the provision of caretaker services at Ormond Beach. (This item did not originate in Committee.)

Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7868

4. Public Works Department

SUBJECT: Agreements for Consulting Services for Wastewater and Recycled Water Treatment Process Support.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute agreements for the following wastewater and recycled water treatment process support consultant services:

1. Agreement A-8283 with Dudek in the amount not to exceed \$100,000 for a three-year term ending February 17, 2024;
2. Agreement A-8286 with KEH Group, Inc., in the amount not to exceed \$100,000 for a three-year term ending February 17, 2024;
3. Agreement A-8288 with Separation Processes, Inc., in the amount not to exceed \$125,000 for a three-year term ending February 17, 2024; and
4. Agreement A-8289 with Carollo Engineers, Inc., in the amount not to exceed \$175,000 for a three-year term ending February 17, 2024.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Jan Hauser, (805) 271-2205

5. Public Works Department

SUBJECT: Agreement for On-Call Channel Maintenance and Repair Services for Waterways Assessment Districts Specification SD 21-43.

RECOMMENDATION: That the City Council award and authorize the Mayor to execute Agreement A-8298 with Harbor Offshore, Inc. for an amount not to exceed \$600,000 for a three-year term ending April 30, 2024 for on-call channel maintenance and repair services for Waterways Assessment Districts Zone 1 Mandalay Bay, Waterways Assessment District Zone 2 Harbour Island, Westport CFD 2 and Seabridge CFD 4.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Steve Howlett, (805) 385-7900

6. Public Works Department

SUBJECT: First Amendment to Purchase Order #7634 with Badger Meter, Inc. for Water Meters and Parts.

RECOMMENDATION: That the City Council authorize the Mayor to execute a First Amendment to Purchase Order #7634 with Badger Meter, Inc. in the amount of \$200,000 for a new total not to exceed value of \$450,000 for water meters and parts.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Omar Castro, (805) 385-8139

7. Public Works Department

SUBJECT: Award Agreement to Alltech Industries, Inc. for Armed Security Services at the Water Campus.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8293 with Alltech Industries, Inc. in the amount not to exceed \$334,466 for a two-year term ending March 15, 2023 for armed security services at the Water Campus.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Omar Castro, (805) 385-8139

8. Fire Department

SUBJECT: Award Agreement A-8299 to Wittman Enterprises, LLC to Provide Emergency Medical Services (EMS) Billing and Collection Services.

RECOMMENDATION: That City Council:

1) Award and authorize the Mayor to execute Agreement A-8299 with Wittman Enterprises, LLC for a not to exceed amount of \$500,000 annually for Emergency Medical Services (EMS) billing and collection services for a five year term commencing March 16, 2021; and

2) Approve the use of Oxnard City Code 4-3.L that permits the City to “piggyback”, whereby the City utilizes another agency or jurisdiction’s solicitation, as allowed in the agreement between the City of Chula Vista and Wittman Enterprises, LLC.

(Community Services, Public Safety, and Housing & Economic Development Committee approved 3-0.)

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7708

9. Public Works Department

SUBJECT: Appropriation of Bond Proceeds.

RECOMMENDATION: That the City Council:

1. Find that the appropriation of bond proceeds is not a "project" pursuant to California Environmental Quality Act (CEQA) sections 15061(b)(3) and 15378;

2. Approve the list of redevelopment bond proceeds projects; and

3. Appropriate \$6,563,223 of 2006 Tax Allocation Bond (TAB) Proceeds for street and alley resurfacing, parking lot improvements, and fiber network expansions.

(Finance and Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

K. REPORTS1. Finance Department

SUBJECT: Revamped Chart of Accounts for New Tyler Munis Enterprise Resource Planning Software System. (0/15/15)

RECOMMENDATION: That the City Council receive and file a presentation on the revamped chart of accounts for new Tyler Munis Enterprise Resource Planning software system (This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/3PIHSWo2E50>

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

March 16, 2021

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2. Public Works Department

SUBJECT: Award Agreement for Central Trunk Sewer Manhole Replacement Project Phase I
Specification No. PW 21-28. (0/5/5)

RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to award and execute Agreement A-8309 with Ayala Engineering, Inc. for \$867,490 for the Central Trunk Sewer Manhole Replacement Project Phase I (Project No. 206601);
2. A Project contingency amount of \$86,749 for the Central Trunk Sewer Manhole Replacement Project Phase I (Project No. 20661); and
3. A Project allocation of \$86,749 for engineering, inspection, survey and project management for the Central Trunk Sewer Manhole Replacement Project Phase I (Project No. 206601). (This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/2py1LpTMgW4>

Legislative Body: City Council

Contact: Tatiana Arnaout, (805) 385-8341

3. City Manager Department

SUBJECT: Adoption of the City Council's 2021–2025 Five-Year Priorities. (0/10/10)

RECOMMENDATION: That the City Council adopts its 2021 – 2025 Five-Year Priorities, which the City Council set at its February 25, 2021 Special City Council Workshop.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/pV_5HYvP5Sk

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

L. ADJOURNMENT



CITY COUNCIL AGENDA REPORT
CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR
AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE
REPORTS
AGENDA ITEM NO. G.1

DATE: March 16, 2021

TO: City Council

FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

SUBJECT: Appointment of Members to Serve on the City's Commissions, Committees, and Boards. (0/15/15)

RECOMMENDATION

That the Mayor, with the concurrence of the City Council, make the following appointments:

1. To Community Relations Commission: Adam Lopez (D3) and Khalilah Durias (D5);
 2. To Parks and Recreation and Community Services Commission: Miguel Fernandez (D1) and Chris Hernandez (D2);
 3. To Commission on Homelessness: Ruby Durias (D4) and Alejandro Fregoso (D6);
 4. To Cultural Arts Commission: Sandra Diaz (D3) and Michelle Ascension (D5);
 5. To Planning Commission: Miguel Lopez (City at large) and Robert Sanchez (D4); and
 6. To Mobile Home Park Rent Review Board: Erik Fruth; and
 7. To Measure O Citizen Oversight Committee: Steven Nash (D1)
- (This item did not originate in Committee)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/_VrivBi3Cbg

BACKGROUND

Oxnard City Code section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG). The process is outlined in that provision, including nomination by each Council member congruent with his or her term in office. Section 2-37 states that each commissioner shall undergo the City's formal background check procedures before appointment. The Mobile Home Park Rent Review Board is not a CAG, but its establishing ordinance in City Code section 24-5 has similar language, except that this Board consists of five (rather than seven) members appointed by the Council as a whole. The Measure O Citizen Oversight Committee is not a CAG, but its establishing resolution has similar language, except that there is no requirement for Committee members to undergo a background check before appointment.

DISCUSSION

The following are some of the City's commissions, committees and boards:

1. Community Relations Commission (CRC)

The CRC's powers and duties relate to analyzing, defining and investigating matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of person on a basis other than individual merit. The CRC promotes mutual understanding and respect--including through educational campaigns--among all residents to discourage

or prevent the aforementioned negative practices. The CRC is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilmember Madrigal nominates Adam Lopez to represent D3, and Councilwoman Basua nominates Khalilah Durias to represent D5. Both of these individuals have passed the City's formal background check procedures.

2. Parks and Recreation and Community Services Commission (PRCSC)

The PRCSC is concerned with all matters pertaining to the parks, recreation and community services activities in the City. The PRCSC is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilmember Perello nominates Miguel Fernandez to represent D1, and Councilmember Teran nominates Chris Hernandez to represent D2. Both of these individuals have passed the City's formal background check procedures.

3. Commission on Homelessness (COH)

The COH advises regarding all matters pertaining to homelessness in the City. The COH is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Mayor Pro Tem MacDonald nominates Ruby Durias to represent D4, and Councilmember Lopez nominates Alejandro Fregoso to represent D6. Both of these individuals have passed the City's formal background check procedures.

4. Cultural Arts Commission (CAC)

The CAC advises on all matters related to cultural arts, including public art, in the City. The CAC is composed of seven members, all of whom must reside in the City, be over the age of 18, and have a special knowledge or interest in the arts. For this purpose, Councilmember Madrigal nominates Sandra Diaz to represent D3, and Councilwoman Basua nominates Michelle Ascension to represent D5. Both of these individuals have passed the City's formal background check procedures.

5. Planning Commission

The Planning Commission is charged with various functions and duties throughout the Oxnard City Code and the California Government Code, including preparing, reviewing and revising the City's General Plan; implementing that General Plan through various specific plans, zoning and subdivision ordinances; promoting the coordination of local plans and programs with the plans and programs of other public agencies; annually reviewing the City's capital improvement program for consistency with that General Plan; ensuring conformity with the General Plan for any real property acquired for public purposes or for any public building or structure constructed or authorized; and ensuring conformity with the General Plan for any real property disposed of or for any street vacated or abandoned. The Planning Commission is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Mayor Zaragoza nominates Miguel Lopez to represent the City at large, and Mayor Pro Tem MacDonald nominates Robert Sanchez to represent D4. Both of these individuals have passed the City's formal background check procedures.

6. Mobile Home Park Rent Review Board (MPRRB)

The MPRRB is charged with collecting evidence and information, initiating investigations, scheduling and conducting hearings or appeals, and issuing written findings and decisions to protect the mobile home owners in the City from excessive rents and to protect their investment in their homes while at the same time providing for a fair return for mobile home park owners. The MPRRB is composed of five members at large who are not connected with the real estate or rental housing industry for their personal financial gain and who are not residents of, nor have any financial interest in, any mobile home or mobile home park. For this purpose, the Council nominates Erik Fruth, who has passed the City's formal background check procedures.

7. Measure O Citizen Oversight Committee

The Measure O Citizen Oversight Committee is appointed to review the use of Measure O revenues approved by the City Council. The Committee is made up of nine members with one member appointed by the Mayor to represent the City at large, six members appointed by Council District, one member active in a business organization representing the business community located in the City, and one member active in a Neighborhood Council or Neighborhood Association located in the City. Commissioners must reside in the City and be over the age of 18. For this purpose, Councilmember Perello nominates Steven Nash to represent D1.

Staff will return on a rolling basis with additional Council nominations to fill the remaining vacancies in the City's commissions, committees and boards.

STRATEGIC PRIORITIES

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

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

Objective 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I, Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Appointment of Members to Serve on the City's Commissions and Committees -- Presentation March 16th

Appointment of Members to Serve on the City's Commissions, Committees, and Boards

City Council

March 16, 2021

Shiri Klima, Deputy City Manager



That the Mayor, with the approval of the City Council, make the following appointments:

1. To Community Relations Commission: Adam Lopez (D3) and Khalilah Durias (D5);
2. To Parks and Recreation and Community Services Commission: Miguel Fernandez (D1) and Chris Hernandez (D2);
3. To Commission on Homelessness: Ruby Durias (D4) and Alejandro Fregoso (D6);
4. To Cultural Arts Commission: Sandra Diaz (D3) and Michelle Ascension (D5);
5. To Planning Commission: Miguel Lopez (City at large) and Robert Sanchez (D4); and
6. To Mobile Home Park Rent Review Board: Erik Fruth
7. To Measure O Citizen Oversight Committee: Steven Nash

COMMUNITY RELATIONS COMMISSION

Function	• Analyzing, defining and investigating matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of person on a basis other than individual merit • Promoting mutual understanding and respect--including through educational campaigns--among all residents to discourage or prevent the aforementioned negative practices
Requirements	7 members must reside in City and be over age 18
Nominations	1. Councilmember Madrigal nominates Adam Lopez 2. Councilwoman Basua nominates Khalilah Durias

PARKS AND RECREATION AND COMMUNITY SERVICES COMMISSION

Function	Is concerned with all matters pertaining to the parks, recreation and community services activities in the City
Requirements	7 members must reside in City and be over age 18
Nominations	1. Councilmember Perello nominates Miguel Fernandez 2. Councilmember Teran nominates Chris Hernandez

COMMISSION ON HOMELESSNESS

Function	Advises regarding all matters pertaining to homelessness in the City
Requirements	7 members must reside in City and be over age 18
Nominations	1. Mayor Pro Tem MacDonald nominates Ruby Durias 2. Councilmember Lopez nominates Alejandro Fregoso

CULTURAL ARTS COMMISSION

Function	Advising on all matters related to cultural arts, including public art, in the City
Requirements	7 members who must: 1. Reside in the City 2. Be over the age of 18 3. Have a special knowledge or interest in the arts
Nominations	1. Councilmember Madrigal nominates Sandra Diaz 2. Councilwoman Basua nominates Michelle Ascension

PLANNING COMMISSION

Function	• Preparing, reviewing and revising General Plan • Implementing General Plan through various specific plans, zoning and subdivision ordinances • Promoting coordination of local plans and programs with the plans and programs of other public agencies • Annually reviewing City's capital improvement program for consistency with General Plan • Ensuring General Plan conformity for real property acquired/disposed of, public building/structure constructed, or street vacated/abandoned
Requirements	7 members must reside in City and be over age 18
Nominations	1. Mayor Zaragoza nominates Miguel Lopez 2. Mayor Pro Tem MacDonald nominates Robert Sanchez

MOBILE HOME PARK RENT REVIEW BOARD

Function	Collecting evidence and information, initiating investigations, scheduling and conducting hearings or appeals, and issuing written findings and decisions to protect the mobile home owners in the City from excessive rents and to protect their investment in their homes while at the same time providing for a fair return for mobile home park owners
Requirements	5 members at large who: 1. Are not connected with the real estate or rental housing industry for their personal financial gain 2. Are not residents of, nor have any financial interest in, any mobile home or mobile home park.
Nomination	Council nominates Erik Fruth

MEASURE O CITIZEN OVERSIGHT BOARD

Function	Reviewing use of Measure O funds approved by Council
Requirements	9 members must be over age 18: •7 members appointed by district •1 member active in a business organization •1 member active in a Neighborhood Council
Nomination	Councilmember Perello nominates Steven Nash

That the Mayor, with the approval of the City Council, make the following appointments:

1. To Community Relations Commission: Adam Lopez (D3) and Khalilah Durias (D5);
 2. To Parks and Recreation and Community Services Commission: Miguel Fernandez (D1) and Chris Hernandez (D2);
 3. To Commission on Homelessness: Ruby Durias (D4) and Alejandro Fregoso (D6);
 4. To Cultural Arts Commission: Sandra Diaz (D3) and Michelle Ascension (D5);
 5. To Planning Commission: Miguel Lopez (City at large) and Robert Sanchez (D4); and
 6. To Mobile Home Rent Review Board: Erik Fruth
 7. To Measure O Citizen Oversight Committee: Steven Nash
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**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.1**

DATE: March 16, 2021

TO: City Council

FROM: Tatiana Arnaout, City Engineer, (805) 385-8341, tatiana.arnaout@oxnard.org

SUBJECT: Agreement for Primary Clarifiers and Activated Sludge Basins Improvement Project PW 21-17.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement A-8294 with Brown and Caldwell in the amount of \$843,344 for engineering design services for the Primary Clarifiers and Activated Sludge Basins Improvement Project (186607).
(This item did not originate in Committee.)

BACKGROUND

The City's 2015 Public Works Integrated Master Plan included improvements to the primary clarifiers and activated sludge basins at the Oxnard Wastewater Treatment Plant (OWTP). Improvements to the primary clarifiers and activated sludge basins were initially planned for in 2017, however, due to budgetary restrictions the overall scope of work was reduced and in May 2020 the more urgent portions of the improvements were completed on the primary clarifiers. Since then a loan through the Clean Water State Revolving Fund (SRF) has allowed the City to proceed with the remaining repairs and improvements intended to replace failing assets, improve effluent water quality, and reduce odors.

CIP Reference

Project No. 186607 - Primary Clarifiers and Activated Sludge Basins Improvement Project - CIP 2020-2025 - Adopted June 16, 2020 – Pages 201 & 243.

DISCUSSION

The specific work for this project includes the design and documentation for improvements to the primary clarifiers and activated sludge basins. The consultant is tasked with the following:

- Develop a clear and concise Preliminary Design Report (PDR) outlining seismic requirements, odor control, improved access and site safety, new mechanical equipment, pipework and appurtenances, treatment process efficiency, and effluent water quality.
- Provide a complete set of design drawings, specifications, and bid documents that incorporate the results of the PDR.
- Provide a bid item list with a cost estimate to be used for budgetary purposes by the City.
- Provide bid and construction phase services and support.
- Develop record drawings representing the final installation.

The request for proposals (RFP) for the Project was published on October 8, 2020, and all proposals were due on November 12, 2021. The City received three (3) proposals and were reviewed by three (3) staff members consisting of the City Engineer, the Wastewater Division Manager, and the Project Manager.

Brown and Caldwell was selected as the most qualified firm to complete the design for the Primary Clarifiers and Activated Sludge Basins Improvement Project. The selection was based upon the firm's dedication to the field of wastewater treatment, significant experience, and proposed approach to the project. Thus, staff recommends that the City Council award the contract for this project to Brown and Caldwell. Staff has confirmed that Brown and Caldwell meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

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.

Objective 4a. Implement CIP plans.

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

FINANCIAL IMPACT

The cost for this agreement with Brown and Caldwell is \$843,344 for this phase of the Project. There is sufficient funding available from the Wastewater Collection Bond CIP Fund (617) in the Primary Clarifiers and Activated Sludge Basins Improvement Project No. 186607.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Brown and Caldwell - A-8294
2. Brown & Caldwell Response

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 16, 2021
- (2) Consultant: Brown and Caldwell
- (3) Services: Design and Documentation for Primary Clarifiers and Activated Sludge Basins Improvement Project.
- (4) Schedule of Services: The services must be completed within 730 calendar days of the Agreement Start Date listed above.
- (5) Agreement Ending Date: March 15, 2023
- (6) Total Agreement Amount: \$843,344
- (7) City's Project Manager: Timothy Beaman, Project Manager
- (8) Consultant's Project Manager: Adam Zacheis, Project Manager
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

1000 Wilshire Boulevard, Suite 1690
Los Angeles, CA 90017
Attn: Adam Zacheis, Project Manager

FOR CITY:

305 West Third Street, East Wing, Third Floor
Oxnard, CA 93033
Attn: Timothy Beaman, Project Manager

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

azacheis@brwnncald.com

CITY'S PROJECT MANAGER:

timothy.beaman@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, 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. Invoices may be emailed to: invoices@oxnard.org.
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-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.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager 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.

10. 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 Vendor 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.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. 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.

12. 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. 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. Consultant shall include a copy of this Section 12 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.

13. 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.

14. Hold Harmless, Defense and Indemnity.

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.

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.

a. 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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. 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.

16. 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 16.

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 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

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

c. 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.

d. 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. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. 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 18.

19. 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 19.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.
32. 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.
33. 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.
34. 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.
35. 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.
36. 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.
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

BROWN AND CALDWELL

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ Buyer

Michael V. Puccio,² _____ Date
Vice President

ATTEST:

Rose Chaparro, City _____ Date
Clerk (only if Mayor signs)

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 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; 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

This work includes the design, specifications, and bid documents for the Oxnard Wastewater Treatment Plant (OWTP) Primary Clarifiers and Activated Sludge Basins Improvement Project (Project). A duration of eight (8) months is expected for the project's completion.

Task 1: Program Management

1. Project Management. Consultant shall coordinate all efforts of the Project Team including representatives from the City of Oxnard Public Works (City). The Consultant shall facilitate regular Project progress meetings and provide monthly written updates on the Project status and budget.
2. Project Kick-off Meeting. At the commencement of the Project, the Consultant shall facilitate a "kick-off" meeting with the City's engineering and operations staff to discuss the scope and parameters of the Project. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City. The Consultant shall prepare and distribute meeting minutes within three (3) business days of the meeting. The Consultant shall assume three (3) hours for the kick-off meeting with staff members.
3. Progress Meetings. Consultant shall attend monthly meetings at the City for the duration of the project and budget for eight (8) meetings. As part of the effort, the Consultant is responsible for developing meeting information and agenda prior to the meeting and meeting minutes within three (3) business days following the meeting with complete action tracking log. The Consultant shall assume two (2) hours for each meeting.
4. Project Schedule. Consultant shall develop a project schedule at the beginning of the project that covers preliminary design, recommendations, design drawings, specifications, construction cost estimate, bid documents, and bid/award support services. Project schedule shall be updated within two (2) weeks of the kickoff meeting.
5. Project Communication. Consultant shall develop a communications protocol to be followed by all team members to be submitted within one (1) week of starting the project. Communication protocol will include standard project communication as well as emergency communication protocols.
6. Project Coordination. Consultant shall coordinate all of the services of sub-consultants including site visits, site inspections, and shall ensure coordination with the City operations and engineering staff and other interested parties as outlined by the City.
7. Quality Assurance and Quality Control (QA/QC). The Consultant shall develop a QA/QC plan, to be followed for all submittals, within two (2) weeks of starting the project. The plan shall

include the staff who are responsible for reviewing design and documentation as well as the means for integrating review comments from the City.

8. Monthly Invoicing. The Consultant shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to PWInvoices@Oxnard.org.

Task 2: Data Gathering, Site Visit, and Preliminary Design Report

The Consultant shall create a preliminary design report (PDR) equivalent to the 30% design level, for both the activated sludge basins and the primary clarifiers, which includes various components such as design criteria, process design, structural, mechanical, electrical, and instrumentation and control design, and construction cost estimates. The PDR shall include a summary of design assumptions and design points. The Consultant shall review existing record drawings, reports, condition assessments, and design drawings currently in development to further understand the existing conditions. The City has several past reports completed by different consultants regarding the condition and proposed improvements of the activated sludge basins and the primary clarifiers. The Consultant will be provided with copies of these reports for review and possible acceptance, understanding that the PDR developed as part of this project shall comply with current seismic code and be stamped by a professional engineer accepting responsibility for its contents. In addition the Consultant shall interview Operation's Staff on how each process is currently operating. The Consultant shall undertake a field visit to collect information required to produce a PDR. Specific project scope elements, which are to be evaluated in the PDR and ultimately incorporated into the final design and bid documents, include the following:

1. Primary Clarifiers

A. Structural Design: Consultant shall develop a 30% structural design based upon previous reports and their own assessment. Design shall incorporate seismic retrofitting, concrete and reinforcement repair, crack repair, material design, types and strengths, coating requirements, and anchoring. Access, including outlet box, stairways, bridges, ladders, grating, and walkways shall be included as part of the structural design.

B. Mechanical Design: The mechanical design shall include, but not be limited to, isolating valves, odor control, sludge scraper/skimers, scraper frame, scraper drive mechanism, primary sludge pumps, and primary scum ejector pumps. The launders, launder supports, and bridges 2 & 4 were replaced in May 2020 and must be protected in place as part of this design.

C. Electrical Design: The Consultant shall develop a 30% electrical design based upon the criteria and findings from the above tasks. The design shall consider available power, and location of power source. The Consultant shall provide a single-line diagram as part of the 30% submittal.

2. Activated Sludge Basins

A. Structural Design: Consultant shall develop a 30% structural design based upon previous reports and their own assessment. Design shall incorporate seismic retrofitting, concrete and reinforcement repair, material design, types and strengths, coating requirements, and anchoring.

B. Process Design: Complete initial process design utilizing operational requirements. Initial process design shall include major design parameters including biological loading analysis, water quality requirements, and the future demolition of the bio-towers. The Consultant shall provide associated process flow diagrams and process and instrumentation diagrams.

C. Mechanical Design: Mechanical design criteria shall be developed based on the process requirements and existing hydraulic conditions. The mechanical design shall include, but not be limited to, isolating valves and gates, aeration piping, suitability of existing blowers, aeration control valves, metering/control devices, diffusers (type, manufacturer, and quantity), analyzers and sensors.

D. Electrical Design: The Consultant shall develop a 30% electrical design based upon the criteria and findings from the above tasks. The design shall consider lighting, control valves, sensors, available power, and location of power source. The Consultant shall provide a single-line diagram as part of the 30% submittal.

E. Instrumentation and Control Design: Consultant shall provide an instrumentation and control design based on the new SCADA design and interviews with staff to determine the most efficient long-term operational strategies and instrumentation and control design. The narrative shall also include a description of start-up process, continuous operation, proposed interlocks, and other control expectations/requirements.

3. Preliminary Construction Schedule: The Consultant shall include a preliminary construction schedule indicating the proposed sequence of work, durations, critical milestones, logic ties, and critical path.

4. List of Drawings and Specifications: The preliminary design submittal shall include a list of anticipated technical specifications and drawings for all aspects of the facilities construction including civil, structural, mechanical, demolition, and electrical and instrumentation.

5. Proposed Construction Sequencing: The Consultant shall provide a proposed construction sequencing that will support an optimum construction schedule. Factors to consider include, but are not limited to, the ability to continuous operation of the activated sludge basins and primary clarifiers.

Deliverable

The PDR shall be organized with separate sections for the primary clarifiers and activated sludge basins. Each section or subsection shall fully document the options considered, analysis performed, references used, assumptions made, basis of design assumptions, Consultant's recommendations, and basis of the recommendations. Each section and subsection of the PDR shall be presented in the format of a narrative report with figures, tables, flow diagrams, and other exhibits and to sufficient detail to allow the City to fully understand the design intent and long-term operational requirements. The PDR shall be submitted in editable electronic Word

version of the draft PDR report, including 11 x 17 schematic drawings and preliminary cost estimates for the City's review.

Task 3: Permitting

The Consultant shall develop a Permit Plan for the project. The Permit Plan will identify all permits required for the design and construction. The Permit Plan shall include, at a minimum, the following:

1. Coastal Development Permit.
2. Ventura County Air Pollution Control District.
3. The Consultant shall perform and prepare all required CEQA documentation (i.e. CEQA checklist, initial study, notice of preparation, etc.) and supporting environmental information (i.e. Categorical Exemption, Negative Declaration, Environmental Impact Report, etc). The Consultant shall be responsible for all public notices, mailings and filing fees. For budgetary purposes, Consultant shall include \$30,000 in its budget for a categorical exemption, negative declaration, or mitigated negative declaration as a total estimate for the permitting work. The Consultant shall be responsible for all CEQA documentation, and shall incorporate any mitigation required by an environmental determination into the facility design.
4. All permits deemed to be the responsibility of the City shall be obtained by the Consultant on the City's behalf. The City will provide payment for all permit fees.

Task 4: 50% Design Services

The Consultant shall create a design, equivalent to the 50% design level, incorporating the approved basis of design and recommendations presented in the PDR. Under this subtask, the bulk of the preliminary design work shall be completed. The Consultant shall produce the following 50% design deliverables:

1. Title Sheet
 - Vicinity and location maps with contacts
 - Table of Contents
 - Drawing index ,general notes, symbols, abbreviations, and legends
 - Standard Details
2. Demolition:
 - Site Plan
 - Removal Plans
 - Details
 - Protection Requirements
 - Asbestos and Harmful Materials Testing
3. Structural
 - Structural Plans and Sections
 - Concrete Repair and Rehabilitation
 - Reinforcing Details

- Full Section Cuts
- Material Specifications
- Connection and Anchoring Details
- Elevations
- 4. Process Design
 - Full process diagrams
 - Instrumentation diagrams
- 5. Mechanical Design
 - Mechanical plans including coordination with structural, electrical, and instrumentation & controls
 - Equipment layout plans
 - Blowers
 - Piping plans and elevations
 - Pipe support details
 - Diffusers
 - Primary sludge pumps
 - Primary scum ejector pumps
 - Odor control
 - Weir covers
 - Materials specifications
 - Equipment specifications
 - Coating specifications
- 6. Electrical Design
 - Preliminary electrical loading and demands
 - Preliminary electrical equipment layout plans
 - Electrical single line diagram
 - Preliminary cable and conduit schedule
 - Panel schedule
- 7. Specifications
 - Preliminary technical specification with draft text in all sections
- 8. Construction Cost Estimate
 - The Consultant shall prepare an estimate of probable construction cost for the 50% design package. The cost estimate shall be transmitted along with the 50% design package.

Deliverable

50% design package shall include three (3) hardcopies of 22' x 34" plans and specifications along with electronic versions.

Task 5: Final Design Services

1. 90% Design: Drawings and specifications from the preliminary design phase shall be modified to account for any remaining design changes as a result of the preliminary (50%) design review. At the end of the 90% design phase, drawings and specifications shall be complete. The following tasks are to be completed:

- Demolition plans and details
- Structural drawings and details
- Mechanical drawings and details
- Electrical drawings (equipment, instrumentation) and details
- Instrumentation and control drawings
- Complete Specifications
- Construction cost estimate

Deliverable

90% design package shall include three (3) hardcopies of 22' x 34" plans and specifications along with electronic versions.

2. Final Design Submittal: During the final design phase, final comments from the 90% design submittal shall be incorporated into the drawings and specifications. This final submittal will not be reviewed by the City and will be considered the bid set. Tasks include:

- Production of final engineering drawings
- Production of final engineering specifications
- The Consultant shall prepare an estimate of probable construction cost for the 100% design package. The cost estimate shall be transmitted along with the final 100% design package

Deliverable

Final drawings shall be signed and sealed by a professional civil engineer registered by the State of California. The Consultant shall provide three (3) sets of 11" x 17" drawings, three (3) sets of 22" x 34" (D Size) drawings, four (4) sets of specifications, and one (1) electronic copy in PDF format of the final design package for bid purposes. All drawings shall be prepared using a version of AutoCAD 2018 or later and .dwg files be delivered to the City as part of the final submittal.

Task 6: Bid Phase Services

The Consultant shall provide assistance to the City during the project advertisement and award period. Bid phase assistance shall include, at a minimum, the following:

1. Response to requests for information (RFIs) and requests for clarification (RFCs) received during the bid period. Consultant shall provide a written response to questions within two (2) business days of questions received during the bidding period. The responses shall be provided in short memorandum format with the question and response shown.
2. Attendance and participation in the mandatory pre-bid meeting.

3. The Consultant shall incorporate all addenda issued during the Bid Period into a conformed set of contract documents.

Task 7: Construction Phase Services

Engineering services during construction (ESDC) shall include, at a minimum, the following:

1. Preconstruction Meeting: Attendance and participation in the Pre-Construction Meeting.
2. Project Progress Meetings: Attendance and participation in the Monthly Project Progress Meetings with the City and the Construction Manager to discuss the status of the Project and potential Project issues. The Consultant shall budget two (2) hours for each Project Progress Meeting, and one (1) hour travel time to and from meeting for a total of three 3 hours. The Consultant shall budget for a twelve month duration for the construction phase.
3. Submittal Review: Consultant shall review all shop drawing and material submittals transmitted by the construction contractor. The Consultant shall budget for a total of 20 submittals and a minimum of three (3) hours for the first review. The Consultant shall budget for 25% of all submittals and will require a resubmittal and additional review with a minimum of 1.5 hours budgeted for each resubmittal.
4. Change Order Review: Consultant shall review all change order requests submitted by the construction contractor. The Consultant shall review each request and make a formal statement regarding entitlement and the merit of the contractor's request. The Consultant shall budget for three (3) change order requests to be submitted during the construction phase. The Consultant shall budget a minimum of eight (8) hours for each change order request.
5. Project Close-out: The Consultant shall assist in the development of Project punch lists and coordinate the delivery of all Project-related documentation.
6. Record Drawings: The Consultant shall prepare a record drawing set based on the red-line drawings submitted by the construction contractor. The record drawings shall be prepared using a version of AutoCAD 2018 or later and shall be transmitted to the City within 30 calendar days of receipt of the contractor's red-line drawings. Electronic copies of the record drawings shall be submitted to the City in both AutoCAD and PDF formats. In addition, the Consultant shall submit three (3) hard copies of the record drawings on 22" x 34" bond paper.

RATES AND COSTS EXHIBIT

Staff Name	Classification/Title	Rates
Adam Zacheis	Managing Engineer	\$299.52
Rion Merlo	Executive Engineer	\$284.50
David May	Executive Engineer	\$278.83
Christopher Kindle	Managing Engineer	\$244.08
William Agster	Supervising Construction Engineer	\$242.20
Eric Falken	Managing Engineer	\$224.26
Melvin Ridley	Supervising Engineer	\$211.92
Daniel Goodburn	Supervising Construction Engineer	\$205.42
Nick Cilic	Supervising Engineer	\$196.63
Hannah Ford	Senior Engineer	\$191.10
David Shroyer	Principal Construction Engineer	\$189.31
Seppi Henneman	Supervising Engineer	\$171.31
Tarek Gadd	Senior Engineer	\$172.73
Alex Rivas	Supervising Designer	\$167.64
Cheryl Dilks	Senior Engineer	\$129.98
Christopher Resop	Principal Designer	\$122.04
Emma Surio	Project Analyst III	\$113.78
Windsor Lee	Engineer II	\$104.90
Ryan Mangosong	Engineer II	\$95.52
Kathleen Yoshida	Word Processor IV	\$86.44
Accountant II		\$86.44

Phase	Phase Description	Total BC Labor Hours	Total BC Labor Effort	Total ODCs	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
100	Program Management	322	76,014	950	42,600	43,550	44,828	120,842
200	Data Gathering, Site Visit and PDR	590	109,770	3,500	75,600	79,100	81,368	191,138
300	Pemitting	18	3,198	0	30,000	30,000	30,900	34,098
400	50% Design Services	606	108,957	1,500	64,410	65,910	67,842	176,800
500	Final Design Services	688	122,800	3,000	80,110	83,110	85,513	208,313
600	Bid Phase Services	62	12,786	1,700	14,380	16,080	16,511	29,297
700	Construction Phase Services	194	37,391	1,350	42,830	44,180	45,465	82,856
GRAND TOTAL		2,480	470,917	12,000	349,930	361,930	372,428	843,344
Hours and Dollars are rounded to nearest whole number.								

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		Ganz, Jon D	Surio, Emma S	Yoshida, Kathleen S	Zachels, George A	Merlo, Ron P	Henneman, Seppi M	Ford, Hannah	Ollic, Frederick N	Mangosong, Ryan R	Falken, Eric J	Dilks, Cheryl A	Lee, Windsor T	Kindle, Christopher J	Ridley, Melvin H	Rivas, Alejandro	Gadd, Tarek K	Resop, Christopher J	Agster, William P	Goodburn, Daniel L	Shroyer, David W	May, David				GHD (Subconsultant)	Corrosion Probe (Subconsultant)					
Phase	Phase Description	Project Manager	Project Analyst	Word Processing	Project Director	Process, Lead	Process, WW	Process, AWWP	Mechanical, Lead	Mechanical, Engineer	Structural, Lead	Civil/Demo, Lead	Civil/Demo, Engineer	Electrical, Lead	I&C, Lead	CAD	CAD	CAD	Cost Estimator	Cost Estimator	Cost Estimator	QA/QC	Total Labor Hours	Total Labor Effort	Total ODCs	Cost	Cost	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort	
100	Program Management	82	20	0	12	10	0	0	14	0	4	60	0	0	0	0	0	0	0	0	0	120	322	76,014	950	42,600	0	42,600	43,550	44,828	120,842	
101	Project Management	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	2,185	0	8,240	0	8,240	8,240	8,487	10,672		
102	Project Kickoff meeting	6	0	0	4	6	0	0	6	0	0	8	0	0	0	0	0	0	0	0	0	30	6,763	150	5,800	0	5,800	5,950	6,124	12,887		
103	Progress Meetings	32	0	0	8	0	0	0	0	0	0	40	0	0	0	0	0	0	0	0	0	80	16,333	800	19,200	0	19,200	20,000	20,576	36,909		
104	Project Schedule	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	2,185	0	0	0	0	0	0	0		
105	Project Communication	8	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	20	3,744	0	0	0	0	0	0	0		
106	Project Coordination	8	0	0	0	4	0	0	8	0	4	0	0	0	0	0	0	0	0	0	0	24	5,793	0	0	0	0	0	0	0		
107	QA/QC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	120	33,460	0	9,360	0	9,360	9,360	9,641	43,100		
108	Monthly Invoicing	12	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32	5,552	0	0	0	0	0	0	0		
200	Data Gathering, Site Visit and PDR	36	0	8	0	20	60	16	42	40	90	18	32	28	28	64	40	24	4	24	16	0	590	109,770	3,500	71,600	4,000	75,600	79,100	81,368	191,138	
201	Activated Sludge Basins	8	0	8	0	20	60	16	20	40	80	12	24	24	24	64	40	24	4	24	16	0	508	92,113	3,500	2,580	2,000	4,580	8,080	8,217	100,330	
202	Primary Clarifiers	8	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	20	4,544	0	59,600	2,000	61,600	61,600	63,448	67,992		
203	Preliminary Construction Schedule	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	2,185	0	2,510	0	2,510	2,510	2,585	4,770		
204	List of Drawings and Specifications	2	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	6	966	0	3,370	0	3,370	3,370	3,471	4,437		
205	Proposed Construction Sequencing	4	0	0	0	0	0	0	4	0	4	0	4	4	4	0	0	0	0	0	0	24	5,019	0	2,250	0	2,250	2,250	2,318	7,337		
206	PDR Workshop	6	0	0	0	0	0	0	6	0	6	6	0	0	0	0	0	0	0	0	0	24	4,944	0	1,290	0	1,290	1,290	1,329	6,272		
300	Permitting	6	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	18	3,198	0	30,000	0	30,000	30,000	30,900	34,098		
301	Permit Plan	4	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	12	2,132	0	30,000	0	30,000	30,000	30,900	33,032		
302	CEQA Documentaion	2	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	6	1,066	0	0	0	0	0	0	0		
400	50% Design Services	14	0	24	0	0	0	0	28	52	84	14	40	82	44	80	76	24	4	24	16	0	606	108,957	1,500	63,610	800	64,410	65,910	67,842	176,800	
401	Drawings	4	0	0	0	0	0	0	12	32	60	8	32	60	24	80	60	24	0	0	0	0	396	70,795	1,500	39,450	0	39,450	40,950	42,134	112,929	
402	Specifications	2	0	24	0	0	0	0	8	20	18	0	8	20	20	0	16	0	0	0	0	136	22,863	0	17,550	800	18,350	18,350	18,901	41,764		
403	Construction Cost Estimate	2	0	0	0	0	0	0	2	0	0	0	0	2	0	0	0	0	4	24	16	0	50	10,355	0	5,320	0	5,320	5,320	5,480	15,835	
404	50% Design Workshop	6	0	0	0	0	0	0	6	0	6	6	0	0	0	0	0	0	0	0	0	24	4,944	0	1,290	0	1,290	1,290	1,329	6,272		
500	Final Design Services	20	0	36	0	0	0	0	28	72	86	12	60	98	60	56	64	24	8	40	24	0	688	122,800	3,000	78,510	1,600	80,110	83,110	85,513	208,313	
501	90% Design - Drawings	4	0	0	0	0	0	0	8	24	40	4	24	40	16	40	32	16	0	0	0	0	248	44,305	1,500	34,600	0	34,600	36,100	37,138	81,443	
502	90% Design - Specifications	2	0	24	0	0	0	0	8	20	16	0	8	24	20	0	16	0	0	0	0	138	23,391	0	0	800	800	800	824	24,215		
503	90% Design - Construction Cost Est	2	0	0	0	0	0	0	2	0	0	0	0	2	0	0	0	0	4	24	16	0	50	10,355	0	13,250	0	13,250	13,648	24,003		
504	90% Design Workshop	6	0	0	0	0	0	0	6	0	6	6	0	0	0	0	0	0	0	0	0	24	4,944	0	1,290	0	1,290	1,290	1,329	24,003		
505	Final Design - Drawings	4	0	0	0	0	0	0	2	16	16	2	16	16	8	16	16	8	0	0	0	120	20,563	1,500	21,140	0	21,140	22,640	23,274	43,837		
506	Final Design - Specifications	2	0	12	0	0	0	0	2	12	8	0	12	16	16	0	0	0	0	0	0	80	13,472	0	0	800	800	800	824	14,296		
507	Final Design - Const Cost Estimate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	16	8	28	5,770	0	8,230	0	8,230	8,230	8,477	14,247		
600	Bid Phase Services	10	0	0	0	0	0	0	8	0	8	4	0	8	8	8	4	4	0	0	0	0	62	12,786	1,700	14,380	0	14,380	16,080	16,511	29,297	
601	Respond to Bidder Questions	4	0	0	0	0	0	0	4	0	4	0	0	4	4	0	0	0	0	0	0	20	4,600	0	3,780	0	3,780	3,780	3,893	8,493		
602	Pre-Bid Meeting	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	1,092	200	4,160	0	4,160	4,360	4,485	5,577		
603	Conformed Documents	2	0	0	0	0	0	0	4	0	4	4	0	4	4	8	4	4	0	0	0	38	7,094	1,500	6,440	0	6,440	7,940	8,133	15,227		
700	Construction Phase Services	54	0	0	0	0	0	0	4	18	18	0	28	10	18	16	16	12	0	0	0	0	194	37,391	1,350	42,030	800	42,830	44,180	45,465	82,856	
701	Preconstruction Meeting	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	1,092	150	2,690	0	2,690	2,840	2,921	4,013		
702	Progress Meetings	36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36	9,830	1,200	7,280	0	7,280	8,480	8,698	18,529		
703	Submittal Review	4	0	0	0	0	0	0	2	8	10	0	0	2	10	0	8	0	0	0	0	44	8,481	0	15,000	800	15,800	15,800	16,274	24,755		
704	Change Order Review	4	0	0	0	0	0	0	2	6	4	0	0	4	4	0	0	0	0	0	0	24	4,780	0	1,280	0	1,280	1,280	1,318	6,098		
705	Project Closeout	4	0	0	0	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	28	3,610	0	7,540	0	7,540	7,540	7,766	11,376		
706	Record Drawings	2	0	0	0	0	0	0	0	4	4	0	4	4	4	16	8	12	0	0	0	58	9,597	0	8,240	0	8,240	8,240	8,487	18,085		
GRAND TOTAL		222	20	68	12	30	60	16	124	182	290	120	160	226	158	224	200	88	16	88	56	120	2,480	470,917	12,000	342,730	7,200	349,930	361,930	372,428	843,344	
Hours and Dollars are rounded to nearest whole number.																																

**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.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

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
	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

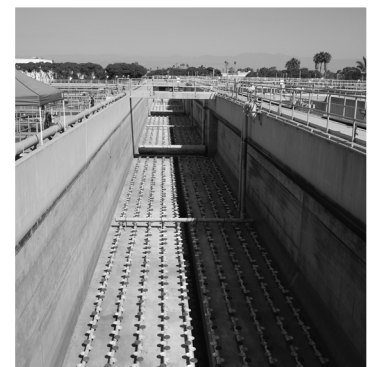
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

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
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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		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ with an _____ Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered	
		CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS	
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$	
		EACH OCCURRENCE	AGGREGATE
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ 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: _____	

Primary Clarifiers and Activated Sludge Basins Improvement Project

November 12, 2020 | RFP#PW-21-17 | COST PROPOSAL



1000 Wilshire Blvd, Ste 1690
Los Angeles, CA 90017
Tel: 213.271.2300
www.brownandcaldwell.com



November 12, 2020

Daniel Willhite
City of Oxnard, Purchasing Division
300 West Third Street
Oxnard, CA 93030

Subject: RFP #PW-21-17 Primary Clarifiers and Activated Sludge Basins Improvement Project

Dear Mr. Willhite:

Brown and Caldwell is pleased to submit the enclosed fee proposal with detailed breakdowns of labor hours and costs for each task and subtask, as requested in Request for Proposal (RFP) Solicitation #PW 21-17 Primary Clarifiers and Activated Sludge Basins Improvement Project.

The proposed fee to complete all of the items described in the Scope of Work (SOW) is summarized in the table below.

Item	Total
Total Hours, including subconsultants	4,478
Total Fees, including labor, overhead, profit, subconsultants, and expenses	\$843,344

The enclosed fee proposal is presented as a time and materials, not to exceed total cost and includes subcontractor fees, which include a 3 percent markup. Our fee is based on the SOW provided in the RFP, which has been further clarified with the assumptions enclosed herein. Prices are applicable for the duration of the project and include all taxes.

This fee proposal complies with the requirements of the RFP and is organized as follows:

- Cost summary that reflects our total, not-to-exceed fee estimate based on the services detailed in the SOW, including labor hours, for each task and subtask.
- Detailed cost breakdown that reflects labor hours and subcontractor fees for each task and subtask required to complete the SOW included in the RFP.
- A redlined markup of the SOW to clarify the assumptions and clarifications serving as the basis for our fee proposal. This markup also identifies optional tasks for consideration by the City. To avoid confusion, the additional savings/costs associated with these tasks have not been included in our proposal.
- Anticipated list of drawings used to develop the fee proposal.

We welcome the opportunity to discuss with you our proposed fee, associated assumptions, optional tasks, and potential cost saving measures to develop a successful project for the City. We look forward to the opportunity to work with you on this project. If you have any questions, please feel free to contact **Jon Ganz at 213.271.2223 or jganz@brwncald.com**.

Best regards,
BROWN AND CALDWELL

A handwritten signature in black ink, appearing to read "Jon D. Ganz". The signature is fluid and cursive, with a large loop at the end.

Jon Ganz, PE, BCEE
Project Manager

A handwritten signature in black ink, appearing to read "Adam Zacheis". The signature is fluid and cursive, with a large loop at the end.

Adam Zacheis, PE
Project Director

Oxnard, City of (CA) -- PW-21-17 WWTP Improvements

Phase	Phase Description	Total BC Labor Hours	Total BC Labor Effort	Total ODCs	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
100	Program Management	322	76,014	950	42,600	43,550	44,828	120,842
200	Data Gathering, Site Visit and PDR	590	109,770	3,500	75,600	79,100	81,368	191,138
300	Pemitting	18	3,198	0	30,000	30,000	30,900	34,098
400	50% Design Services	606	108,957	1,500	64,410	65,910	67,842	176,800
500	Final Design Services	688	122,800	3,000	80,110	83,110	85,513	208,313
600	Bid Phase Services	62	12,786	1,700	14,380	16,080	16,511	29,297
700	Construction Phase Services	194	37,391	1,350	42,830	44,180	45,465	82,856
GRAND TOTAL		2,480	470,917	12,000	349,930	361,930	372,428	843,344

Hours and Dollars are rounded to nearest whole number.

Oxnard, City of (CA) -- PW-21-17 WWTP Improvements																																
		Ganz, Jon D	Suro, Emma S	Yoshida, Kathleen S	Zachels, George A	Merlo, Ron P	Henneman, Seppi M	Ford, Hannah	Cllic, Frederick N	Mangesong, Ryan R	Falken, Eric J	Dilks, Cheryl A	Lee, Windsor T	Kindle, Christopher J	Ridley, Melvin H	Rivas, Alejandro	Gadd, Tarek K	Resop, Christopher J	Agster, William P	Goodburn, Daniel L	Shroyer, David W	May, David					GHD (Subconsultant)	Corrosion Probe (Subconsultant)				
Phase	Phase Description	Project Manager	Project Analyst	Word Processing	Project Director	Process, Lead	Process, WW	Process, AWWP	Mechanical, Lead	Mechanical, Engineer	Structural, Lead	Civil/Demo, Lead	Civil/Demo, Engineer	Electrical, Lead	I&C, Lead	CAD	CAD	CAD	Cost Estimator	Cost Estimator	Cost Estimator	QA/QC	Total Labor Hours	Total Labor Effort	Total ODCs	Cost	Cost	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort	
100	Program Management	82	20	0	12	10	0	0	14	0	4	60	0	0	0	0	0	0	0	0	0	120	322	76,014	950	42,600	0	42,600	43,550	44,828	120,842	
101	Project Management	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	2,185	0	8,240	0	8,240	8,240	8,487	10,672		
102	Project Kickoff meeting	6	0	0	4	6	0	0	6	0	0	8	0	0	0	0	0	0	0	0	0	30	6,763	150	5,800	0	5,800	5,950	6,124	12,887		
103	Progress Meetings	32	0	0	8	0	0	0	0	0	0	40	0	0	0	0	0	0	0	0	0	80	16,333	800	19,200	0	19,200	20,000	20,576	36,909		
104	Project Schedule	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	2,185	0	0	0	0	0	0	0	2,185	
105	Project Communication	8	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	20	3,744	0	0	0	0	0	0	0	3,744	
106	Project Coordination	8	0	0	0	4	0	0	8	0	4	0	0	0	0	0	0	0	0	0	0	24	5,793	0	0	0	0	0	0	0	5,793	
107	QA/QC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	120	120	33,460	0	9,360	0	9,360	9,360	9,641	43,100	
108	Monthly Invoicing	12	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32	5,552	0	0	0	0	0	0	0	5,552	
200	Data Gathering, Site Visit and PDR	36	0	8	0	20	60	16	42	40	90	18	32	28	28	64	40	24	4	24	16	0	590	109,770	3,500	71,600	4,000	75,600	79,100	81,368	191,138	
201	Activated Sludge Basins	8	0	8	0	20	60	16	20	40	80	12	24	24	24	64	40	24	4	24	16	0	508	92,113	3,500	2,580	2,000	4,580	8,080	8,217	100,330	
202	Primary Clarifiers	8	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	20	4,544	0	59,600	2,000	61,600	61,600	63,448	67,992	108,330	
203	Preliminary Construction Schedule	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	2,185	0	2,510	0	2,510	2,510	2,585	4,770	10,672	
204	List of Drawings and Specifications	2	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	6	966	0	3,370	0	3,370	3,370	3,471	4,437	12,887	
205	Proposed Construction Sequencing	4	0	0	0	0	0	0	4	0	4	0	4	4	4	0	0	0	0	0	0	24	5,019	0	2,250	0	2,250	2,250	2,318	7,337	10,672	
206	PDR Workshop	6	0	0	0	0	0	0	6	0	6	6	0	0	0	0	0	0	0	0	0	24	4,944	0	1,290	0	1,290	1,290	1,329	6,272	10,672	
300	Pemitting	6	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	18	3,198	0	30,000	0	30,000	30,000	30,900	34,098	106,672	
301	Permit Plan	4	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	12	2,132	0	30,000	0	30,000	30,000	30,900	33,032	106,672	
302	CEQA Documentaion	2	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	6	1,066	0	0	0	0	0	0	0	1,066	
400	50% Design Services	14	0	24	0	0	0	0	28	52	84	14	40	82	44	80	76	24	4	24	16	0	606	108,957	1,500	63,610	800	64,410	65,910	67,842	176,800	
401	Drawings	4	0	0	0	0	0	0	12	32	60	8	32	60	24	80	60	24	0	0	0	0	396	70,795	1,500	39,450	0	39,450	40,950	42,134	112,929	
402	Specifications	2	0	24	0	0	0	0	8	20	18	0	8	20	20	0	16	0	0	0	0	136	22,863	0	17,550	800	18,350	18,350	18,901	41,764	112,929	
403	Construction Cost Estimate	2	0	0	0	0	0	0	2	0	0	0	0	2	0	0	0	0	4	24	16	0	50	10,355	0	5,320	0	5,320	5,320	5,480	15,835	
404	50% Design Workshop	6	0	0	0	0	0	0	6	0	6	6	0	0	0	0	0	0	0	0	0	24	4,944	0	1,290	0	1,290	1,290	1,329	6,272	15,835	
500	Final Design Services	20	0	36	0	0	0	0	28	72	86	12	60	98	60	56	64	24	8	40	24	0	688	122,800	3,000	78,510	1,600	80,110	83,110	85,513	208,313	
501	90% Design - Drawings	4	0	0	0	0	0	0	8	24	40	4	24	40	16	40	32	16	0	0	0	248	44,305	1,500	34,600	0	34,600	36,100	37,138	81,443	181,443	
502	90% Design - Specifications	2	0	24	0	0	0	0	8	20	16	0	8	24	20	0	16	0	0	0	0	138	23,391	0	0	800	800	800	824	24,215	181,443	
503	90% Design - Construction Cost Est	2	0	0	0	0	0	0	2	0	0	0	0	2	0	0	0	4	24	16	0	50	10,355	0	13,250	0	13,250	13,250	13,648	24,003	181,443	
504	90% Design Workshop	6	0	0	0	0	0	0	6	0	6	6	0	0	0	0	0	0	0	0	0	24	4,944	0	1,290	0	1,290	1,290	1,329	6,272	181,443	
505	Final Design - Drawings	4	0	0	0	0	0	0	2	16	16	2	16	16	8	16	16	8	0	0	0	120	20,563	1,500	21,140	0	21,140	22,640	23,274	43,837	181,443	
506	Final Design - Specifications	2	0	12	0	0	0	0	2	12	8	0	12	16	16	0	0	0	0	0	0	80	13,472	0	0	800	800	800	824	14,296	181,443	
507	Final Design - Const Cost Estimate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	16	8	28	5,770	0	8,230	0	8,230	8,230	8,477	14,247	181,443	
600	Bid Phase Services	10	0	0	0	0	0	0	8	0	8	4	0	8	8	8	4	4	0	0	0	62	12,786	1,700	14,380	0	14,380	16,080	16,511	29,297	181,443	
601	Respond to Bidder Questions	4	0	0	0	0	0	0	4	0	4	0	0	4	4	0	0	0	0	0	0	20	4,600	0	3,780	0	3,780	3,780	3,893	8,493	181,443	
602	Pre-Bid Meeting	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	1,092	200	4,160	0	4,160	4,360	4,485	5,577	13,062	181,443	
603	Conformed Documents	2	0	0	0	0	0	0	4	0	4	4	0	4	4	8	4	4	0	0	0	38	7,094	1,500	6,440	0	6,440	7,940	8,133	15,227	181,443	
700	Construction Phase Services	54	0	0	0	0	0	0	4	18	18	0	28	10	18	16	16	12	0	0	0	194	37,391	1,350	42,030	800	42,830	44,180	45,465	82,856	181,443	
701	Preconstruction Meeting	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	1,092	150	2,690	0	2,690	2,840	2,921	4,013	181,443	
702	Progress Meetings	36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36	9,830	1,200	7,280	0	7,280	8,480	8,698	18,529	181,443	
703	Submittal Review	4	0	0	0	0	0	0	2	8	10	0	0	2	10	0	8	0	0	0	0	44	8,481	0	15,000	800	15,800	15,800	16,274	24,755	181,443	
704	Change Order Review	4	0	0	0	0	0	0	2	6	4	0	0	4	4	0	0	0	0	0	0	24	4,780	0	1,280	0	1,280	1,280	1,318	6,098	181,443	
705	Project Closeout	4	0	0	0	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	28	3,610	0	7,540	0	7,540	7,540	7,766	11,376	181,443	
706	Record Drawings	2	0	0	0	0	0	0	0	4	4	0	4	4	4	16	8	12	0	0	0	58	9,597	0	8,240	0	8,240	8,240	8,487	18,085	181,443	
GRAND TOTAL		222	20	68	12	30	60	16	124	182	290	120	160	226	158	224	200	88	16	88	56	120	2,480	470,917	12,000	342,730	7,200	349,930	361,930	372,428	843,344	
Hours and Dollars are rounded to nearest whole number.																																

7.0 SCOPE OF WORK

This work includes the design, specifications, and bid documents for the Oxnard Wastewater Treatment Plant (OWTP) Primary Clarifiers and Activated Sludge Basins Improvement Project (Project). A duration of eight (8) months is expected for the project's completion.

[Redline markups by Brown and Caldwell]

Task 1: Program Management

1. Project Management. Consultant shall coordinate all efforts of the Project Team including representatives from the City of Oxnard Public Works (City). The Consultant shall facilitate regular Project progress meetings and provide monthly written updates on the Project status and budget.
2. Project Kick-off Meeting. At the commencement of the Project, the Consultant shall facilitate a "kick-off" meeting with the City's engineering and operations staff to discuss the scope and parameters of the Project. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City. The Consultant shall prepare and distribute meeting minutes within three business days of the meeting. The Consultant shall assume three (3) hours for the kick-off meeting with staff members.
3. Progress Meetings. Consultant shall attend monthly meetings at the City for the duration of the project and budget for eight meetings. As part of the effort, the Consultant is responsible for developing meeting information and agenda prior to the meeting and meeting minutes within three business days following the meeting with complete action tracking log. The Consultant shall assume two (2) hours for each meeting.
4. Project Schedule. Consultant shall develop a project schedule at the beginning of the project that covers preliminary design, recommendations, design drawings, specifications, construction cost estimate, bid documents, and bid/award support services. Project schedule shall be submitted with the proposal and shall be updated within two (2) weeks of the kickoff meeting.
5. Project Communication. Consultant shall develop a communications protocol to be followed by all team members to be submitted within one (1) week of starting the project. Communication protocol will include standard project communication as well as emergency communication protocols.
6. Project Coordination. Consultant shall coordinate all of the services of sub-consultants including site visits, site inspections, and shall ensure coordination with the City operations and engineering staff and other interested parties as outlined by the City.
7. Quality Assurance and Quality Control (QA/QC). The Consultant shall develop a QA/QC plan, to be followed for all submittals, within two (2) weeks of starting the project. The plan shall include the staff who are responsible for reviewing design and documentation as well as the means for integrating review comments from the City.
8. Monthly Invoicing. The Consultant shall submit invoices on a monthly basis with all

supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to PWInvoices@Oxnard.org.

Assumptions

- Assumed design duration is 8 months from Notice to Proceed (NTP).
- BC Project Manager, Process Lead, Design Lead and one (1) additional staff to attend Kickoff Meeting, three hours each, plus preparation and travel to City's office.
- BC Project Manager and one (1) additional staff to attend monthly progress meetings, one hour each, plus preparation and travel to City's office.
- BC Project Manager and one (1) additional staff to attend up to eight (8) monthly progress meetings, two hours each, plus preparation and travel to City's office.
- Assume 8 internal coordination meetings for BC Project Manager, Process Lead, Design Lead, and one (1) additional staff; one hour each, to be conducted via MS Teams.
- Assume QA/QC review for the six (6) report deliverables included in this Scope of Work.
- BC to provide monthly progress reports with transmittal of its invoices.
- Monthly progress reports will summarize the work performed during the reporting period, work planned for the next reporting period, potential project issues, and status of project schedule and budget.

Deliverables

- Kickoff Meeting agenda, minutes and sign-in sheets.
- Meeting agenda, minutes and sign-in sheets.
- Project Management Plan (PMP), including:
 - Communication protocol
 - Delivery schedule (MS Project)
 - Quality Management Plan (QMP)
- Monthly progress reports and invoices, to be submitted via e-mail Progress reports will include a project status narrative, updated project logs, updated project schedule, earned value reporting, and details of issues and changes, and project milestone risks.

Task 2: Data Gathering, Site Visit, and Preliminary Design Report

The Consultant shall create a preliminary design report (PDR) equivalent to the 30-percent design level, for both the activated sludge basins and the primary clarifiers, which includes various components such as design criteria, process design, structural, mechanical, electrical, and instrumentation and control design, and construction cost estimates. The PDR shall include a summary of design assumptions and design points. The Consultant shall review existing record drawings, reports, condition assessments, and design drawings currently in development to further understand the existing conditions. The City has several past reports completed by different consultants regarding the condition and proposed improvements of the activated sludge basins and the primary clarifiers. The Consultant will be provided with copies of these reports for review and possible acceptance, understanding that the PDR developed as part of this project shall comply with current seismic code and be stamped by a professional engineer accepting responsibility for its contents. In addition the Consultant shall interview Operation's Staff on how each process is

currently operating. The Consultant shall undertake a field visit to collect information required to produce a PDR. Specific project scope elements, which are to be evaluated in the PDR and ultimately incorporated into the final design and bid documents, include the following:

1. Activated Sludge Basins

- A. Structural Design: Consultant shall develop a 30% structural design based upon previous reports and their own assessment. Design shall incorporate seismic retrofitting, concrete and reinforcement repair, material design, types and strengths, coating requirements, and anchoring.
- B. Process Design: Complete initial process design utilizing operational requirements. Initial process design shall include major design parameters including biological loading analysis, water quality requirements, and the future demolition of the bio-towers. The Consultant shall provide associated process flow diagrams and process and instrumentation diagrams.
- C. Mechanical Design: Mechanical design criteria shall be developed based on the process requirements and existing hydraulic conditions. The mechanical design shall include, but not be limited to, isolating valves and gates, aeration piping, suitability of existing blowers, aeration control valves, metering/control devices, diffusers (type, manufacturer, and quantity), analyzers and sensors.
- D. Electrical Design: The Consultant shall develop a 30% electrical design based upon the criteria and findings from the above tasks. The design shall consider lighting, control valves, sensors, available power, and location of power source. The Consultant shall provide a single-line diagram as part of the 30% submittal.
- E. Instrumentation and Control Design: Consultant shall provide an instrumentation and control design based on the new SCADA design and interviews with staff to determine the most efficient long-term operational strategies and instrumentation and control design. The narrative shall also include a description of start-up process, continuous operation, proposed interlocks, and other control expectations/requirements.

2. Primary Clarifiers

- A. Structural Design: Consultant shall develop a 30% structural design based upon previous reports and their own assessment. Design shall incorporate seismic retrofitting, concrete and reinforcement repair, crack repair, material design, types and strengths, coating requirements, and anchoring. Access, including outlet box, stairways, bridges, ladders, grating, and walkways shall be included as part of the structural design.
- B. Mechanical Design: The mechanical design shall include, but not be limited to isolating valves, odor control, sludge scraper/skimers, scraper frame, scraper drive mechanism, primary sludge pumps, and primary scum ejector pumps. The launders, launder supports, and bridges 2 & 4 were replaced in May 2020 and must be protected in place as part of this design.
- C. Electrical Design: The Consultant shall develop a 30% electrical design based upon the criteria and findings from the above tasks. The design shall consider available power, and location of power source. The Consultant shall provide a single-line diagram as part of the 30% submittal.

3. Preliminary Construction Schedule: The Consultant shall include a preliminary construction

schedule indicating the proposed sequence of work, durations, critical milestones, logic ties, and critical path.

4. List of Drawings and Specifications: The preliminary design submittal shall include a list of anticipated technical specifications and drawings for all aspects of the facilities construction including civil, structural, mechanical, demolition, and electrical and instrumentation.
5. Proposed Construction Sequencing: The Consultant shall provide a proposed construction sequencing that will support an optimum construction schedule. Factors to consider include, but are not limited to, the ability to continuous operation of the activated sludge basins and primary clarifiers.

Assumptions

- Three (3) site visits attended by BC Project Manager, Design Lead, Structural Lead and one (1) additional staff, four hours each, plus preparation and travel to City's office.
- Interviews with Operations staff to be conducted during site visit.
- BioWin to be used for process modeling.
- Assume City to provide current conditions and independent datasets in spreadsheet format within 10 working days following NTP.
- Field work and/or sampling to validate model is not included in the scope of work. [Optional task included at end of document that includes field work and/or sampling.]
- Level of effort assumes that comments arising in process model and development workshop will be incorporated.
- Assume process model results will be presented during monthly progress meeting.
- Level of effort assumes that comments arising in process model and development workshop will be incorporated into PDR.
- Assume data requested from City will be provided within 10 working days following request.
- Structural recommendations to be developed from information included in previous reports and own assessment based on a site visit. No additional field work or testing is included in the scope of work.
- The following are not considered necessary for the proposed scope of work. As such, no effort has been included. If desired by the City to update existing site data, these can be provided as optional services:
 - Geotechnical investigations
 - Survey
 - Potholing
- Assume survey is not required for proposed scope of work.
- Hazardous material survey for lead, asbestos and other contaminants to be performed by City. Results to be incorporated into design documents by Consultant.
- AutoCAD 2018 to be used to prepare drawings.
- Preliminary construction schedule to be developed in MS Project.
- Draft PDR Workshop attended by BC Project Manager, Design Lead, Structural Lead and one (1) additional staff, three hours each, plus preparation and travel to City's office.
- Draft PDR to be provided in electronic format (DOC and PDF) to City for review.
- Schedule assumes one week for City review of draft PDR.

- Final report to incorporate one round of City comments to draft PDR. Final report to be provided in electronic format (PDF) to City.

Deliverables

- The PDR shall be organized with separate sections for the activated sludge basins and primary clarifiers. Each section or subsection shall fully document the options considered, analysis performed, references used, assumptions made, basis of design assumptions, Consultant's recommendations, and basis of the recommendations. Each section and subsection of the PDR shall be presented in the format of a narrative report with figures, tables, flow diagrams, and other exhibits and to sufficient detail to allow the City to fully understand the design intent and long-term operational requirements. The PDR shall be submitted in editable electronic Word version of the draft PDR report, including 11 x 17 schematic drawings and preliminary cost estimates for the City's review.
- PDR Workshop: Agenda, minutes and sign-in sheets.

Task 3: Permitting

The Consultant shall develop a Permit Plan for the project. The Permit Plan will identify all permits required for the design and construction. The Permit Plan shall include, at a minimum, the following:

1. Coastal Development Permit.
2. Ventura County Air Pollution Control District.
3. The Consultant shall perform and prepare all required CEQA documentation (i.e. CEQA checklist, initial study, notice of preparation, etc.) and supporting environmental information (i.e. Categorical Exemption, Negative Declaration, Environmental Impact Report, etc). The Consultant shall be responsible for all public notices, mailings and filing fees. For budgetary purposes, Consultant shall include \$30,000 in its budget for a categorical exemption, negative declaration, or mitigated negative declaration as a total estimate for the permitting work. The Consultant shall be responsible for all CEQA documentation, and shall incorporate any mitigation required by an environmental determination into the facility design.
4. All permits deemed to be the responsibility of the City shall be obtained by the Consultant on the City's behalf. The City will provide payment for all permit fees.

Assumptions

- Assume permits will be required from up to five (5) agencies or cities.
- As required above, Consultant has included \$30,000 in its budget for a categorical exemption, negative declaration, or mitigated negative declaration as a total estimate for the permitting work.

Deliverables

- Draft Permit Plan to be submitted with PDR and updated with each deliverable.
- CEQA documentation – CEQA checklist, Project Description, Initial Study, Notice of Preparation, and supporting CEQA forms.

Task 4: 50% Design Services

The Consultant shall create a design, equivalent to the 50-percent design level, incorporating the approved basis of design and recommendations presented in the PDR. Under this subtask, the bulk of the preliminary design work shall be completed. The Consultant shall produce the following 50% design deliverables:

1. Title Sheet

- Vicinity and location maps with contacts
- Table of Contents
- Drawing index, general notes, symbols, abbreviations, and legends
- Standard Details

2. Demolition:

- Site Plan
- Removal Plans
- Details
- Protection Requirements
- Asbestos and Harmful Materials Testing (see Assumptions below)

3. Structural

- Structural Plans and Sections
- Concrete Repair and Rehabilitation
- Reinforcing Details
- Full Section Cuts
- Material Specifications
- Connection and Anchoring Details
- Elevations

4. Process Design

- Full process diagrams
- Instrumentation diagrams

5. Mechanical Design

- Mechanical plans including coordination with structural, electrical, and instrumentation & controls
- Equipment layout plans
- Blowers
- Piping plans and elevations
- Pipe support details
- Diffusers
- Primary sludge pumps
- Primary scum ejector pumps
- Odor control
- Weir covers
- Materials specifications
- Equipment specifications
- Coating specifications

6. Electrical Design

- Preliminary electrical loading and demands
- Preliminary electrical equipment layout plans
- Electrical single line diagram
- Preliminary cable and conduit schedule
- Panel schedule

7. Specifications

- Preliminary technical specification with draft text in all sections

8. Construction Cost Estimate

- The Consultant shall prepare an estimate of probable construction cost for the 50% design package. The cost estimate shall be transmitted along with the 50% design package.

Assumptions

- Hazardous material survey for lead, asbestos and other contaminants to be performed by City. Results to be incorporated into design documents by Consultant.
- Assume all input/output (I/O) for project to be accommodated by existing panels and SCADA systems. New programmable logic controllers (PLC) or remote I/O panels will not

be required.

- Opinion of Probable Construction Costs: Construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Such influences may not be precisely forecasted and are beyond the control of BC. Actual costs incurred may vary substantially from the estimates prepared by BC.
- 50% Design Workshop attended by BC Project Manager, Design Lead, Structural Lead and one (1) additional staff, three hours each, plus preparation and travel to City's office.
- Schedule assumes one week for City review of 50% Design.

Deliverables

- 50% design package shall include three (3) hardcopies of ~~22~~22" x 34" plans and specifications along with electronic versions.
- 50% Design Workshop: Agenda, minutes and sign-in sheets.

Task 5: Final Design Services

1. 90% Design: Drawings and specifications from the preliminary design phase shall be modified to account for any remaining design changes as a result of the preliminary (50%) design review. At the end of the 90% design phase, drawings and specifications shall be complete. The following tasks are to be completed:
 - Demolition plans and details
 - Structural drawings and details
 - Mechanical drawings and details
 - Electrical drawings (equipment, instrumentation) and details
 - Instrumentation and control drawings
 - Complete Specifications
 - Construction cost estimate

Assumptions

- Opinion of Probable Construction Costs: Construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Such influences may not be precisely forecasted and are beyond the control of BC. Actual costs incurred may vary substantially from the estimates prepared by BC.
- 90% Design Workshop attended by BC Project Manager, Design Lead, Structural Lead and one (1) additional staff, three hours each, plus preparation and travel to City's office.
- Schedule assumes one week for City review of 90% Design.

Deliverables

- 90% design package shall include three (3) hardcopies of ~~22'-22"~~ x 34" plans and specifications along with electronic versions.
 - 90% Design Workshop: Agenda, minutes and sign-in sheets.
2. Final Design Submittal: During the final design phase, final comments from the 90% design submittal shall be incorporated into the drawings and specifications. This final submittal will not be reviewed by the City and will be considered the bid set. Tasks include:
- Production of final engineering drawings
 - Production of final engineering specifications
 - The Consultant shall prepare an estimate of probable construction cost for the 100% design package. The cost estimate shall be transmitted along with the final 100% design package.

Assumptions

- **Opinion of Probable Construction Costs:** Construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Such influences may not be precisely forecasted and are beyond the control of BC. Actual costs incurred may vary substantially from the estimates prepared by BC.

Deliverable

- Final drawings shall be signed and sealed by a professional civil engineer registered by the State of California. The Consultant shall provide three (3) sets of 11" x 17" drawings, three (3) sets of 22" x 34" (D Size) drawings, four (4) sets of specifications, and one (1) electronic copy in PDF format of the final design package for bid purposes. All drawings shall be prepared using a version of AutoCAD 2018 or later and .dwg files be delivered to the City as part of the final submittal.

Task 6: Bid Phase Services

The Consultant shall provide assistance to the City during the project advertisement and award period. Bid phase assistance shall include, at a minimum, the following:

1. Response to requests for information (RFIs) and requests for clarification (RFCs) received during the bid period. Consultant shall provide a written response to questions within two (2) business days of questions received during the bidding period. The responses shall be provided in short memorandum format with the question and response shown.
2. Attendance and participation in the mandatory pre-bid meeting.

3. The Consultant shall incorporate all addenda issued during the Bid Period into a conformed set of contract documents.

Assumptions

- Assumed bid duration is 4 months from advertising date.
- Responses to bidder questions and preparation of two (2) addenda. Addenda effort shall be limited to revisions described by text and do not assume preparation of drawings.
- Pre-bid meeting attended by BC Project Manager, two hours each, plus preparation and travel to City's office.

Deliverables

- Conformed set of contract documents shall be signed and sealed by a professional civil engineer registered by the State of California. The Consultant shall provide three (3) sets of 11" x 17" drawings, three (3) sets of 22" x 34" (D Size) drawings, four (4) sets of specifications, and one (1) electronic copy in PDF format of the conformed set of contract documents.

Task 7: Construction Phase Services

Engineering services during construction (ESDC) shall include, at a minimum, the following:

1. Preconstruction Meeting: Attendance and participation in the Pre-Construction Meeting.
2. Project Progress Meetings: Attendance and participation in the Monthly Project Progress Meetings with the City and the Construction Manager to discuss the status of the Project and potential Project issues. The Consultant shall budget two (2) hours for each Project Progress Meeting, and one (1) hour travel time to and from meeting for a total of three 3 hours. The Consultant shall budget for a twelve month duration for the construction phase.
3. Submittal Review: Consultant shall review all shop drawing and material submittals transmitted by the construction contractor. The Consultant shall budget for a total of 20 submittals and a minimum of three 3 hours for the first review. The Consultant shall budget for 25% of all submittals will require a resubmittal and additional review with a minimum of 1.5 hours budgeted for each resubmittal.
4. Change Order Review: Consultant shall review all change order requests submitted by the construction contractor. The Consultant shall review each request and make a formal statement regarding entitlement and the merit of the contractor's request. The Consultant shall budget for three change order requests to be submitted during the construction phase. The Consultant shall budget a minimum of eight (8) hours for each change order request.
5. Project Close-out: The Consultant shall assist in the development of Project punch lists and coordinate the delivery of all Project-related documentation.
6. Record Drawings: The Consultant shall prepare a record drawing set based on the red-line drawings submitted by the construction contractor. The record drawings shall be prepared using a version of AutoCAD 2018 or later and shall be transmitted to the City within 30 calendar days of receipt of the contractor's red-line drawings. Electronic copies of the record drawings shall be submitted to the City in both AutoCAD and PDF formats. In addition, the

Consultant shall submit three (3) hard copies of the record drawings on 22" x 34" bond paper.

Assumptions

- Assumed construction duration is 12 months from Notice to Proceed (NTP).
- BC Project Manager to attend pre-construction meeting, two hours each, plus preparation and travel to City's office.
- BC Project Manager to attend up to 12 progress meetings, two hours each, plus travel to City's office.
- Submittals:
 - Level of effort per submittal is 4 hours, on average, for first review, and 3 hours, on average, for resubmittals.
- Response to RFIs:
 - Assume 20 RFIs.
 - Level of effort per RFI is 4 hours, on average.
- Change Orders:
 - Assume three (3) change order reviews.
 - Level of effort per change order review is 8 hours, on average.
- Record Drawings:
 - Level of effort is 6 hours per sheet, with a total of 20 sheets to be updated.

Deliverables

- Electronic copies of the record drawings shall be submitted to the City in both AutoCAD and PDF formats. Consultant shall submit three (3) hard copies of the record drawings on 22" x 34" bond paper.

OPTIONAL TASKS

The following optional tasks are not reflected in the cost proposal or the project schedule. Once selected, BC would be happy to discuss the level of effort and schedule impacts, if any, of each.

Task 8 (Optional) – Wastewater Characterization

BC will conduct 14-day wastewater characterization for the model calibration. BC will prepare a wastewater characterization work plan for review and approval by the City. BC will conduct the necessary sampling. Laboratory analyses will be performed by laboratory selected by BC.

Deliverables

- Wastewater characterization work plan

Task 9 (Optional) – Field Work (Site Assessment)

Includes geotechnical investigations, survey, potholing and other substructure utility evaluations. These evaluations are not considered necessary to perform the proposed scope of work but may be desired by the City to update existing site data.

Deliverables

- Draft and final reports based on additional field work selected.

Task 10 (Optional) – Field Work (Condition Assessment)

Includes additional field work and testing to assess the structural conditions of existing facilities.

Deliverables

- Draft and final reports based on additional field work selected.

Task 11 (Optional) – CEPT Optimization

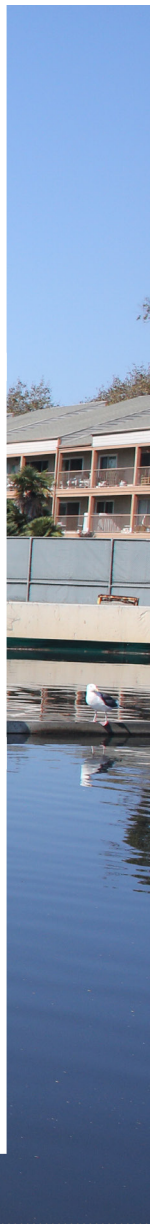
Includes additional field work and testing to assess and optimize the existing CEPT system.

Deliverables

- Draft and final reports based on additional field work selected.

Primary Clarifiers and Activated Sludge Basins Improvement
Anticipated List of Drawings

Sheet Number	Drawing Number	Drawing Title	Deliverables			
			PDR 30%	50% Design	90% Design	100% Design
1	G-01	PROJECT TITLE SHEET	X	X	X	X
2	G-02	GENERAL LEGEND AND INDEX OF DRAWINGS	X	X	X	X
3	G-03	GENERAL ABBREVIATIONS	X	X	X	X
4	G-04	SITE PLAN	X	X	X	X
5	C-01	CIVIL GENERAL NOTES, ABBREVIATIONS AND SYMBOLS	X	X	X	X
6	C-02	CIVIL DETAILS - 1		X	X	X
7	C-03	GRADING AND PAVING - PRIMARY CLARIFIERS		X	X	X
8	D-1	DEMOLITION GENERAL NOTES, ABBREVIATIONS AND SYMBOLS	X	X	X	X
9	D-2	DEMOLITION - PRIMARY CLARIFIERS - PLAN	X	X	X	X
10	D-3	DEMOLITION - PRIMARY CLARIFIERS - SECTIONS AND DETAILS	X	X	X	X
11	D-4	DEMOLITION - PRIMARY CLARIFIERS - SECTIONS AND DETAILS	X	X	X	X
12	D-5	DEMOLITION - PRIMARY CLARIFIERS - PHOTOS		X	X	X
13	D-6	DEMOLITION - PRIMARY CLARIFIERS - PHOTOS		X	X	X
14	D-7	DEMOLITION - ACTIVATED SLUDGE BASINS - PLAN	X	X	X	X
15	D-8	DEMOLITION - ACTIVATED SLUDGE BASINS - SECTIONS AND DETAILS	X	X	X	X
16	D-9	DEMOLITION - ACTIVATED SLUDGE BASINS - SECTIONS AND DETAILS	X	X	X	X
17	D-10	DEMOLITION - ACTIVATED SLUDGE BASINS - PHOTOS		X	X	X
18	D-11	DEMOLITION - ACTIVATED SLUDGE BASINS - PHOTOS		X	X	X
19	S-01	STRUCTURAL GENERAL NOTES, ABBREVIATIONS AND SYMBOLS	X	X	X	X
20	S-02	STRUCTURAL OBSERVATION AND SPECIAL INSPECTION NOTES	X	X	X	X
21	S-03	STRUCTURAL DETAILS - 1		X	X	X
22	S-04	STRUCTURAL DETAILS - 2		X	X	X
23	S-05	STRUCTURAL DETAILS - 3		X	X	X
24	S-06	STRUCTURAL DETAILS - 4		X	X	X
25	S-07	STRUCTURAL DETAILS - 5		X	X	X
26	S-09	STRUCTURAL KEY PLAN - PRIMARY CLARIFIERS	X	X	X	X
27	S-10	STRUCTURAL KEY PLAN - ACTIVATED SLUDGE BASINS	X	X	X	X
28	S-11	PRIMARY CLARIFIERS - PLAN	X	X	X	X
29	S-12	PRIMARY CLARIFIERS - SECTIONS AND DETAILS		X	X	X
30	S-13	PRIMARY CLARIFIERS - SECTIONS AND DETAILS		X	X	X
31	S-14	ACTIVATED SLUDGE BASINS - PLAN	X	X	X	X
32	S-15	ACTIVATED SLUDGE BASINS - SECTIONS AND DETAILS		X	X	X
33	S-16	ACTIVATED SLUDGE BASINS - SECTIONS AND DETAILS		X	X	X
34	M-01	MECHANICAL GENERAL NOTES, ABBREVIATIONS AND SYMBOLS	X	X	X	X
35	M-02	MECHANICAL DETAILS - 1		X	X	X
36	M-03	MECHANICAL DETAILS - 2		X	X	X
37	M-04	MECHANICAL DETAILS - 3		X	X	X
38	M-05	PRIMARY CLARIFIERS - PLAN	X	X	X	X
39	M-06	PRIMARY CLARIFIERS - SECTIONS AND DETAILS		X	X	X
40	M-07	ACTIVATED SLUDGE BASINS - PLAN	X	X	X	X
41	M-08	ACTIVATED SLUDGE BASINS - SECTIONS		X	X	X
42	M-09	ACTIVATED SLUDGE BASINS - DETAILS		X	X	X
43	E-01	ELECTRICAL GENERAL NOTES, ABBREVIATIONS AND SYMBOLS	X	X	X	X
44	E-02	LIGHTING FIXTURE SCHEDULE		X	X	X
45	E-03	ELECTRICAL DETAILS - 1		X	X	X
46	E-04	ELECTRICAL DETAILS - 2		X	X	X
47	E-05	SINGLE LINE DIAGRAM, LOAD SCHEDULE AND PANEL ELEVATIONS - PRIMARY CLARIFIERS	X	X	X	X
48	E-06	SINGLE LINE DIAGRAM, LOAD SCHEDULE AND PANEL ELEVATIONS - ACTIVATED SLUDGE BASINS	X	X	X	X
49	E-07	POWER, GROUNDING AND CONTROL PLAN - PRIMARY CLARIFIERS		X	X	X
50	E-08	POWER, GROUNDING AND CONTROL PLAN - ACTIVATED SLUDGE BASINS		X	X	X
51	E-09	LIGHTING PLAN - ACTIVATED SLUDGE BASINS		X	X	X
52	E-10	CONTROL SCHEMATIC - FLOW CONTROL VALVE		X	X	X
53	E-11	CONTROL SCHEMATIC - PRIMARY SLUDGE PUMP		X	X	X
54	E-12	CONTROL SCHEMATIC - SCUM EJECTOR PUMP		X	X	X
55	N-01	INSTRUMENTATION GENERAL NOTES, ABBREVIATIONS AND SYMBOLS	X	X	X	X
56	N-02	INSTRUMENTATION DETAILS - 1		X	X	X
57	N-03	INSTRUMENTATION DETAILS - 2		X	X	X
58	N-04	PROCESS AND INSTRUMENTATION DIAGRAM - ACTIVATED SLUDGE BASINS	X	X	X	X
59	N-05	PROCESS AND INSTRUMENTATION DIAGRAM - ACTIVATED SLUDGE BASINS		X	X	X
60	N-06	PROCESS AND INSTRUMENTATION DIAGRAM - ACTIVATED SLUDGE BASINS		X	X	X
61	N-07	PROCESS AND INSTRUMENTATION DIAGRAM - PRIMARY SLUDGE PUMPS	X	X	X	X
62	N-08	PROCESS AND INSTRUMENTATION DIAGRAM - PRIMRY SCUM EJECTOR PUMPS		X	X	X
63	N-09	NETWORK DIAGRAM - ACTIVATED SLUDGE BASINS	X	X	X	X
			28	63	63	63



Brown AND
Caldwell

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**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.2**

DATE: March 16, 2021

TO: City Council

FROM: Tatiana Arnaout, City Engineer, (805) 385-8341, tatiana.arnaout@oxnard.org

SUBJECT: Agreement for Central Trunk Sewer Main Replacement Project PW 21-27.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement A-8303 with Kennedy/Jenks Consultants, Inc. in the amount of \$359,894 for engineering design services for the Central Trunk Sewer Main Replacement Project (206602).
(This item did not originate in Committee.)

BACKGROUND

In January of 2017, a 24-inch sanitary sewer pipe running beneath eleven (11) Union Pacific Railroad (UPRR) tracks failed. The failure occurred near the intersection of 5th Street and Richmond Avenue. The City's on-call contractor completed a temporary repair by diverting flow into an adjacent sewer line and slip lining the collapsed line to serve as an overflow. The failed sewer line is no longer in compliance with modern design standards as dictated by UPRR. A conceptual design report was previously completed in 2017, however it has been deemed insufficient by current Engineering staff. As a result, the City has requested proposals from qualified engineering design consultants to prepare the necessary planning and design documentation for a permanent repair or replacement solution for the Central Trunk Sewer Pipe Replacement Project (Project).

CIP Reference

Project No. 206602 - Central Trunk Sewer Pipe Replacement - CIP 2020-2025 - Adopted June 16, 2020 - Page 218.

DISCUSSION

The specific work for this Project includes the design and documentation for a new sewer line crossing through the UPRR rails and property. The consultant is tasked with the following:

- Coordinate with Wastewater Operations Management and Staff to better understand the sewer collection system, taking into account flow diversion and impact to existing infrastructure.
- Develop a clear and concise preliminary design report (PDR) outlining an efficient long-term solution. The solution shall comply with the standard specifications and requirements set forth by the City of Oxnard and UPRR.
- Provide a complete set of design drawings, specifications, and bid documents that incorporate the results of the PDR.
- Provide a bid item list with a cost estimate to be used for budgetary purposes by the City.

- Provide bid and construction phase services and support.
- Develop record drawings representing the final installation.

The request for proposals (RFP) for the Project was published on December 4, 2020, and all proposals were due on January 7, 2021. The City received three (3) proposals and were reviewed by three (3) staff members consisting of two (2) Senior Civil Engineers and the Project Manager.

Kennedy/Jenks Consultants, Inc. (Kennedy Jenks) was selected as the most qualified firm to complete the design for the Central Trunk Sewer Main Replacement Project. The selection was based upon the firm's experience, including similar projects with neighboring municipalities, previous interaction with the UPRR, and a detailed understanding of the scope of work and City needs. Thus, staff recommends that the City Council award the contract for this Project to Kennedy Jenks. Staff has confirmed that Kennedy Jenks meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

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.

Objective 4a. Implement CIP plans.

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

FINANCIAL IMPACT

The cost for this agreement with Kennedy Jenks is \$359,894 for this phase of the Project. The Central Trunk Sewer Main Replacement Project No. 206602 has a total available budget of \$217,466 from the Wastewater Collection Operating Fund (611) and Homeland Security Grant Fund (238). Additional budget appropriation of \$142,428 is needed to award the contract and will be funded from the estimated \$29 million available fund balance of Wastewater Collection Operating Fund (611).

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Kennedy Jenks - A-8303
2. Kennedy Jenks Response
3. Budget Appropriation

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 16, 2021
- (2) Consultant: Kennedy/Jenks Consultants, Inc.
- (3) Services: Design and Documentation for Central Trunk Sewer Replacement Project.
- (4) Schedule of Services: The services must be completed within 730 calendar days of the Agreement Start Date listed above.
- (5) Agreement Ending Date: March 15, 2023
- (6) Total Agreement Amount: \$359,894
- (7) City's Project Manager: Timothy Beaman, Project Manager
- (8) Consultant's Project Manager: Jeff Savard, Project Manager
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

2775 North Ventura Road, Suite 100
Oxnard, CA 93036
Attn: Jeff Savard, Project Manager

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

FOR CITY:

305 West Third Street, East Wing, Second Floor
Oxnard, CA 93030
Attn: Timothy Beaman, Project Manager

CITY'S PROJECT MANAGER:

jeffsavard@kennedyjenks.com

timothy.beaman@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, 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. Invoices may be emailed to: invoices@oxnard.org.
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-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.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager 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.

10. 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 Vendor 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.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. 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.

12. 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. 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. Consultant shall include a copy of this Section 12 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.

13. 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.

14. Hold Harmless, Defense and Indemnity.

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.

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.

a. 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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. 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.

16. 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 16.

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 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

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

c. 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.

d. 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. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. 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 18.

19. 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 19.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.
32. 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.
33. 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.
34. 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.
35. 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.
36. 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.
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

KENNEDY/JENKS CONSULTANTS, INC.

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ Buyer

Jeffery Savard, Vice President² _____ Date

Gerard Cavaluzzi, Secretary _____ Date

ATTEST:

Rose Chaparro, City _____ Date
Clerk (only if Mayor signs)

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; 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

This work includes the development of a preliminary design report, design drawings and specifications for a permanent solution to replace a failed sewer line in the UPRR Yard at the intersection of 5th Street and Richmond in the City of Oxnard. For budgeting purposes the Consultant shall assume design and documentation of 3,500 feet of gravity sewer line. A duration of nine (9) months is expected for the project's completion.

Task 1: Program Management

1. **Project Management.** Consultant shall coordinate all efforts of the Project Team including representatives from the City of Oxnard's Public Works Department and Wastewater Division (City). The Consultant shall facilitate regular Project progress meetings and provide monthly written updates on the Project status and budget.
2. **Project Kick-off Meeting.** At the commencement of the Project, the Consultant shall facilitate a "kick-off" meeting with the City's engineering and operations staff to discuss the scope and parameters of the Project. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City. The Consultant shall prepare and distribute meeting minutes within three (3) business days of the meeting. The Consultant shall assume four (4) hours for the kick-off meeting with staff members.
3. **Progress Meetings.** Consultant shall attend monthly meetings at the City for the duration of the project. As part of the effort, the Consultant is responsible for developing meeting information and an agenda prior to the meeting and meeting minutes within three (3) business days following the meeting with complete action tracking log. The Consultant shall assume four (4) hours for each meeting.
4. **Project Schedule.** Consultant shall develop a project schedule at the beginning of the project that covers preliminary design, recommendations, design drawings, specifications, construction cost estimate, bid documents, and bid/award support services. Project schedule shall be submitted with the proposal and shall be updated within two (2) weeks of the kickoff meeting.
5. **Project Communication.** Consultant shall develop a communications protocol to be followed by all team members to be submitted within one (1) week of starting the project. Communication protocol will include standard project communication as well as emergency communication protocols.
6. **Project Coordination.** Consultant shall coordinate all of the services of sub-consultants including site visits and site inspections, and shall ensure coordination with the City operations and engineering staff and other interested parties as outlined by the City.

7. Quality Assurance and Quality Control (QA/QC). The Consultant shall develop a QA/QC plan, to be followed for all submittals, within two (2) weeks of starting the project. The plan shall include the staff who are responsible for reviewing design and documentation as well as the means for integrating review comments from the City.
8. Monthly Invoicing. The Consultant shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to PWInvoices@Oxnard.org.

Task 2: Pipeline Permitting

The Consultant shall develop a Permit Plan for the proposed sewer pipeline. The Permit Plan will identify all permits required for the design, construction, and operation of the facilities. The Permit Plan shall include, at a minimum, the following:

1. Meetings with the Union Pacific Railroad.
2. A tabulation of all permits required for the design and construction of the sewer line along with a listing of the responsible party for obtaining each permit shall be provided to the City's Project Manager.
3. A narrative description of the documentation required and the fees associated with each permit shall be provided.
4. A Microsoft Project schedule detailing the estimated time required to obtain each permit. The permit schedule shall be incorporated into the Project Baseline Schedule when finalized.
5. All permits deemed to be the responsibility of the City shall be obtained by the Consultant on City's behalf. The City will provide payment for all permit fees.

The Consultant shall coordinate the permitting efforts with the City including deadlines for critical path permits and scheduled approval with the City Council.

Deliverable

The Consultant shall deliver the draft Permit Plan 30 calendar days from the notice to proceed. Documents shall be delivered as editable MS Word and Project documents for City's review and comment.

Task 3: Pipeline Preliminary Design Report

The Consultant shall develop a preliminary design report (PDR), equivalent to the 30-percent design level, for the proposed alignment, which includes various design criteria such as hydraulic calculations, size, material, geotechnical logs, survey, potholing, and impacts to the existing Wastewater Collection System. For budgeting purposes, the Consultant shall assume design and documentation of 3,500 feet of gravity sewer line. Specific project scope elements, which are to be evaluated in the PDR and ultimately incorporated into the final bid documents include the following:

1. Pipeline Conceptual Design: The Consultant shall create three conceptual pipeline alignment options, equivalent to the 10-percent design level. The Consultant shall perform a desktop study, obtaining existing utility as-built information from the appropriate utility companies. The Consultant shall conduct a field visit to collect information required for the conceptual site layout options. This will include presenting the options to City Staff. The Consultant shall provide the City with a technical memorandum (TM-1) and exhibits summarizing the findings and recommending an alignment. The summary shall include a narrative of advantages and challenges for each alignment along with an order of magnitude cost and recommendation of the preferred alignment and basis for recommendation. The Consultant shall deliver three (3) conceptual pipeline alignment options as part of TM-1 in plain view for presentation to the City and UPRR. Documents shall be delivered as editable MS Word document, PDF, and a version of AutoCAD 2018 or later for City review and comment. The City and UPRR shall make the final decision on the chosen alignment. The Consultant shall integrate City and UPRR Standards into the following steps for the chosen alignment.
2. Hydraulic Analysis: Consultant shall prepare hydraulic analysis that provides the basis for sizing the pipeline. The hydraulic analysis shall consider capacity for the existing system and the effects of additional flow, including max build out flows that will be provided by the City. The hydraulic analysis shall consider the following parameters and scenarios:
 - a. Length of proposed pipeline
 - b. Suitable point(s) of connection to the Wastewater System
 - c. Utility separation requirements
 - d. Pipeline minimum velocities
 - e. Manhole configuration
 - f. Pipeline sizing based on expected wet weather flow
 - g. Impacts to existing distribution system at the proposed connection point(s);The Consultant shall use the City's existing hydraulic model as the basis for the hydraulic analysis. The model consists of all sewer lines within the City 10" and larger and based on Bentley modeling software. The Consultant shall be responsible for updating the model and running the necessary operational scenarios to provide a pipeline alignment connection point and size that support the future influent under all operations scenarios. The hydraulic analysis and subsequent pipeline design shall consider connection points to City's existing collection system and downstream impacts.
3. Site Survey: The Consultant shall include an allowance in its proposal to perform topographic and/or aerial surveys along the proposed pipeline route. Aerial photography shall be at a minimum of 1-foot intervals to be used on a 1" = 40' scale plan and profile drawings. Survey information shall include, at a minimum, elevations, northings and eastings of existing street infrastructure and all appurtenances (i.e. sidewalks, curb and gutter, utility boxes, access gates, rail lines, catch basins, utility covers, manholes, fences, driveways, medians, trees, vegetation, etc.). A benchmark and line of bearing shall be established and shall be tied to existing survey control. Electronic AutoCAD 2018 or later files (.DWF) of

each topographic survey shall be transmitted to the City and provided as a base map for the project.

4. Geotechnical Borings: The Consultant shall engage a geotechnical service firm to take three (3) bore log samples to a minimum depth of ten feet and determine the characteristics of the formation. A geotechnical analysis shall be completed by the Consultant and include the determination of needing imported backfill material and removal of unsuitable soil.
5. Potholing: The Consultant shall include an allowance in its proposal to perform exploratory excavations (i.e. “potholing”) at three (3) locations, at a minimum depth of 10 feet, along the proposed pipeline.
6. Pipeline Alignment: Develop plan and profile drawings to the 30-percent design level. Include legal descriptions and exhibits for easement or encroachment permit from the UPRR.
7. Constructability Review: Consultant shall utilize the services of a licensed General Contractor to review plans and specifications and provide constructability input prior to initiation of the final design. The Contractor’s feedback shall be incorporated into the 30% design deliverable.
8. List of Drawings and Specification: The preliminary design submittal shall include a list of anticipated technical specifications and drawings for all aspects of the facilities construction.
9. Cost Estimate: Prepare a preliminary cost estimate. This initial cost estimate will be updated throughout the final design process and shall include operating costs.

Deliverable

The PDR shall be organized in alignment with the subtasks of Task 3. Each subtask shall be a section of subsection in the PDR. Each section or subsection shall fully document the options considered, analysis performed, references used, assumptions made and basis of the assumptions, Consultant’s recommendations, and basis of the recommendations. Each section and subsection of the PDR shall be presented in sufficient detail, including figures, tables, and other exhibits, to allow the City and UPRR to fully understand the design intent. All task scope elements must be included in the draft submittals for review before the final submittal is accepted.

Task 4: Pipeline 50% Design Services

The Consultant shall create a design, equivalent to the 50-percent design level, including various components such as design criteria, plan and profile drawings, connection details, cross sections, and manhole configuration. Under this subtask, the bulk of the preliminary design work shall be completed based on the results of the PDR recommendation. The City and UPRR will review and approve the concepts, criteria, and assumptions before the Consultant can complete the Final Design. The Consultant shall produce the following 50% design deliverables:

1. General/Civil Design:
 - a. Title Sheet
 - b. Vicinity and location maps with contacts
 - c. Drawing index, general notes, symbols, abbreviations, and legends

- d. Referenced Standards and Specifications
- 2. Pipeline Design:
 - a. Plan and Profile Drawings: The Consultant shall prepare plan and profiles drawings to the 50% design level based upon results of the PDR recommendations and containing aerial photographs
 - b. Pipeline and Utility Key Map
 - c. Details: Consultant shall design connection details, utility and railroad crossings, and relocations as required
 - d. Backfill: Consultant shall provide design mix for all backfill material per the geotechnical report and UPRR requirements
 - e. Asphalt Replacement: Consultant shall provide a standard design pavement section that adheres to the City and UPRR Standards. The design shall consider and include limits of replacement
 - f. Slip lining of existing 18" diameter line under rail tracks
 - g. Abandonment
- 3. Traffic Control:
 - a. Stipulate traffic control requirements per the City of standards and permitting requirements. Include requirements as a line item on the bid documents for the Contractor to complete
- 4. Specifications:
 - a. Preliminary technical specification with draft text in all sections

Deliverable

The Consultant shall provide the 50% design package containing drawings and specifications for City and UPRR Review.

Task 5: Pipeline Final Design Services

Consultant shall provide final design services that include full preparation of drawings, specifications, general and special provisions. The Consultant shall incorporate the review comments from the preliminary design phase into the 100% design package with the intermediate 90% submittal. The 100% design package shall include all bid documents, front-end documents, technical specifications, and drawings suitable for public bid. Subtasks include:

1. 90% Design Submittal: Drawings and specifications from the preliminary design phase shall be modified to account for any remaining design changes as a result of the preliminary (50%) design review. At the end of the 90 percent design phase, drawings and specifications shall be complete. The following tasks are to be completed:
 - a. Civil drawings and details
 - b. Pipeline drawings and details
 - c. Traffic control drawings (as required)
 - d. Specifications
 - e. Construction cost estimate

- f. Construction schedule

Deliverable

The Consultant shall provide the 90% design package.

2. Final Design Submittal: During the final design phase, minor comments from the 90 percent design submittal shall be incorporated into the drawings and specifications. This final submittal will not be reviewed by the City and will be considered the bid set. Tasks include:
 - a. Production of final engineering drawings
 - b. Production of final engineering specifications
 - c. The Consultant shall prepare a probable construction cost estimate to be transmitted along with the final 100% design package.

Deliverable

The Consultant shall provide the final design package. Final drawings shall be signed and sealed by a professional civil engineer registered by the State of California. The Consultant shall provide four (4) sets of 11" x 17" drawings, two (2) sets of 22" x 34" (D Size) drawings, four (4) sets of specifications, and one electronic copy in PDF format of the final design package to the City. All drawings shall be prepared using AutoCAD 2018 or later.

Task 6: Pipeline Bid Phase Services

The Consultant shall provide assistance to the City during the project advertisement and award period. Bid phase assistance shall include, at a minimum, the following:

1. Preparation of addenda in response to requests for information (RFIs) and requests for clarification (RFCs) received during the bid period. The Consultant shall assume the preparation of four (4) addendums for budgeting purposes and budget a total of 32 hours for this effort.
2. Attendance and participation in the mandatory pre-bid meeting. The Consultant shall budget a total of six (6) hours for this meeting.
3. The Consultant shall incorporate all addenda issued during the Bid Period into a conformed set of contract documents. The Consultant shall provide six (6) sets of 11" x 17" drawings, five (5) sets of 22" x 34" (D Size) drawings, six (6) sets of specifications, one (1) electronic copy in PDF format and one electronic copy in AutoCAD format (.DWG) of the conformed drawings within one (1) week of the Bid Opening.

Consultant shall provide the City with a written response to questions within two (2) business days of questions received during the bidding period. The responses shall be provided in short memorandum format with the question and response shown. Consultant shall also keep a log of the questions and responses.

Task 7 – Pipeline Construction Phase Services

Engineering services during construction (ESDC) shall include, at a minimum, the following:

1. Preconstruction Conference: Attendance and participation in the Pre-Construction Conference.
2. Project Meetings: Attendance and participation in the Bi-Weekly Project Progress Meetings with the construction contractor and all Project stakeholders.
3. Submittal Review: Consultant shall review all shop drawing and material submittals transmitted by the construction contractor.
4. Change Order Review: Consultant shall review all change order requests submitted by the construction contractor. The Consultant shall review each request and make a formal statement regarding entitlement and the merit of the contractor's request.
5. Project Close-out: The Consultant shall assist in the development of Project punch lists and coordinate the delivery of all Project-related documentation.

Record Drawings

The Consultant shall prepare a record drawing set based on the red-line drawings submitted by the construction contractor. The record drawings shall be prepared using the version of AutoCAD 2018 or later and shall be transmitted to the City within 30 calendar days of receipt of the contractor's red-line drawings. Electronic copies of the record drawings shall be submitted to the City in both AutoCAD and PDF formats. In addition, the Consultant shall submit three (3) hard copies of the record drawings on 22" x 34" (D Size) bond paper.

RATES AND COSTS EXHIBIT

Schedule of Charges

PERSONNEL COMPENSATION

Classification	Hourly Rate
CAD-Technician	\$120
Senior CAD-Technician	\$140
CAD-Designer	\$155
Senior CAD-Designer	\$175
Engineer-Scientist-Specialist 1	\$130
Engineer-Scientist-Specialist 2	\$165
Engineer-Scientist-Specialist 3	\$185
Engineer-Scientist-Specialist 4	\$200
Engineer-Scientist-Specialist 5	\$220
Engineer-Scientist-Specialist 6	\$245
Engineer-Scientist-Specialist 7	\$270
Engineer-Scientist-Specialist 8	\$290
Engineer-Scientist-Specialist 9	\$305
Project Administrator	\$130
Administrative Assistant.....	\$110
Aide	\$85

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, materials testing, specialty inspection firms and other outside services.
- Rented vehicles, local public transportation and taxis, travel, accommodations and subsistence.
- Project specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

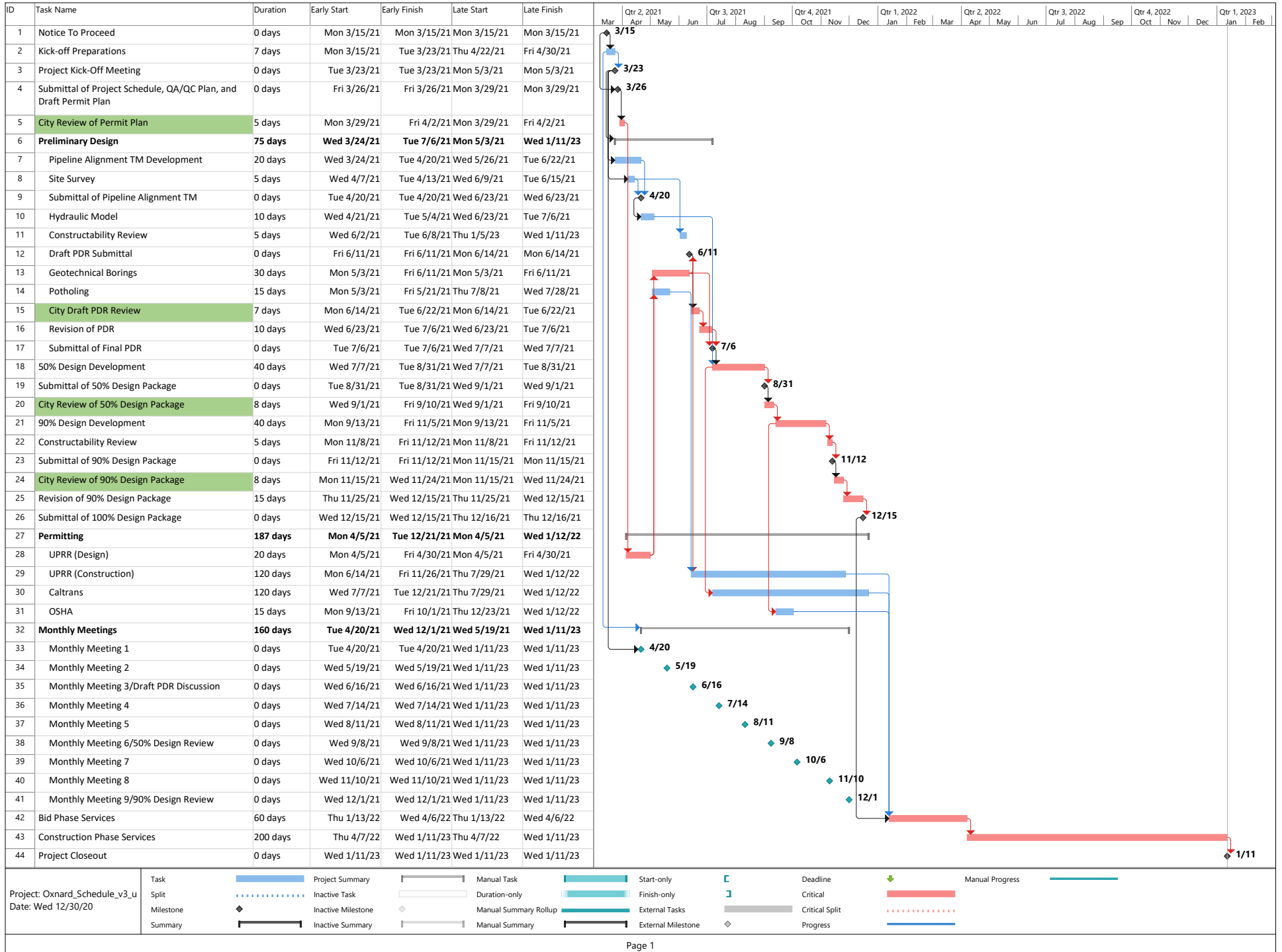
Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.



January 1, 2020 Rates																					
	Eng-Sci-9	Eng-Sci-8	Eng-Sci-6	Eng-Sci-3	Eng-Sci-2	CAD-Design	CAD-Tech	Project Administrator	Admin. Assist.		KJ	Sub	Sub	Sub	KJ	KJ	KJ				
Classification:										Total	Labor	Benner and Carpenter, Inc.	Oakridge Geoscience	USI	Sub-Markup	ODCs	ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Hourly Rate:	\$305	\$290	\$245	\$185	\$165	\$155	\$120	\$130	\$110	Hours	Fees	Fees	Fees	Fees	10%	Fees	10%				Fees
Task 1 - Program Management (22 months)																					
Health & Safety			1							1	\$245				\$0		\$0	\$245	\$0	\$0	\$245
Project Management		44		10				2		56	\$14,870				\$0		\$0	\$14,870	\$0	\$0	\$14,870
Project Kickoff Meeting			4	4						8	\$1,720				\$0	\$25	\$3	\$1,720	\$0	\$28	\$1,748
Progress Meetings (9)		36		36						72	\$17,100				\$0	\$225	\$23	\$17,100	\$0	\$248	\$17,348
Project Schedule			2	4						6	\$1,230				\$0		\$0	\$1,230	\$0	\$0	\$1,230
Project Communication		1		4						5	\$1,030				\$0		\$0	\$1,030	\$0	\$0	\$1,030
Project Coordination		12		24						36	\$7,920				\$0		\$0	\$7,920	\$0	\$0	\$7,920
QA/QC & QA/QC Plan		20	4	4						28	\$7,520				\$0		\$0	\$7,520	\$0	\$0	\$7,520
Monthly Invoicing		12						12		24	\$5,040				\$0		\$0	\$5,040	\$0	\$0	\$5,040
Task 1- Subtotal	0	125	11	86	0	0	0	14	0	236	\$56,675	\$0	\$0	\$0	\$0	\$250	\$25	\$56,675	\$0	\$275	\$56,950
Task 2 - Pipeline Permitting																					
Permit Plan			8	16						24	\$4,920				\$0		\$0	\$4,920	\$0	\$0	\$4,920
Permit Applications (Caltrans & UPRR)		4	12	40						56	\$11,500				\$0		\$0	\$11,500	\$0	\$0	\$11,500
Permit Agency Meetings (4 Total)			16	16						32	\$6,880				\$0	\$100	\$10	\$6,880	\$0	\$110	\$6,990
Permit Fees including insurance, flaggers, etc. (paid for by City)										0	\$0				\$0		\$0	\$0	\$0	\$0	\$0
Task 2 - Subtotal	0	4	36	72	0	0	0	0	0	112	\$23,300	\$0	\$0	\$0	\$0	\$100	\$10	\$23,300	\$0	\$110	\$23,410
Task 3 - Pipeline Preliminary Design Report																					
Pipeline Conceptual Design (TM-1 & PDR)		12	24	40	40	16			4	136	\$26,280				\$0	\$200	\$20	\$26,280	\$0	\$220	\$26,500
Hydraulic Analysis		2	12	40						54	\$10,920				\$0		\$0	\$10,920	\$0	\$0	\$10,920
Site Survey (including One Legal Description)			2							2	\$490	\$26,610			\$2,661		\$0	\$490	\$29,271	\$0	\$29,761
Geotechnical Borings			2							2	\$490		\$25,000		\$2,500		\$0	\$490	\$27,500	\$0	\$27,990
Potholing				8						8	\$1,480			\$5,025	\$503		\$0	\$1,480	\$5,528	\$0	\$7,008
Pipeline Alignment		2	8	32		60				102	\$17,760				\$0		\$0	\$17,760	\$0	\$0	\$17,760

January 1, 2020 Rates																					
Classification:	Eng-Sci-9	Eng-Sci-8	Eng-Sci-6	Eng-Sci-3	Eng-Sci-2	CAD-Design	CAD-Tech	Project Administrator	Admin. Assist.	Total	KJ Labor	Sub Benner and Carpenter, Inc.	Sub Oakridge Geoscience	Sub USI	KJ Sub-Markup	KJ ODCs	KJ ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Hourly Rate:	\$305	\$290	\$245	\$185	\$165	\$155	\$120	\$130	\$110	Hours	Fees	Fees	Fees	Fees	10%	Fees	10%				Fees
Constructability Review		1	4							5	\$1,270				\$0		\$0	\$1,270	\$0	\$0	\$1,270
List of Drawings and Specification			1	2						3	\$615				\$0		\$0	\$615	\$0	\$0	\$615
Cost Estimate		1	2	8						11	\$2,260				\$0		\$0	\$2,260	\$0	\$0	\$2,260
Task 3- Subtotal	0	18	55	130	40	76	0	0	4	323	\$61,565	\$26,610	\$25,000	\$5,025	\$5,664	\$200	\$20	\$61,565	\$62,299	\$220	\$124,084
Task 4 - Pipeline 50% Design Services																					
General/Civil Design		2	4	10		40			8	64	\$10,490				\$0	\$200	\$20	\$10,490	\$0	\$220	\$10,710
Pipeline Design		4	16	32		64				116	\$20,920				\$0		\$0	\$20,920	\$0	\$0	\$20,920
Traffic Control Spec			4							4	\$980				\$0		\$0	\$980	\$0	\$0	\$980
Specifications		2	8	20						30	\$6,240				\$0		\$0	\$6,240	\$0	\$0	\$6,240
Task 4- Subtotal	0	8	32	62	0	104	0	0	8	214	\$38,630	\$0	\$0	\$0	\$0	\$200	\$20	\$38,630	\$0	\$220	\$38,850
Task 5 - Pipeline Final Design Services																					
Constructability Review			8							8	\$1,960				\$0		\$0	\$1,960	\$0	\$0	\$1,960
90% Design Submittal		8	24	64		96			8	200	\$35,800				\$0	\$200	\$20	\$35,800	\$0	\$220	\$36,020
Final Design Submittal		2	4	12		16			8	42	\$7,140				\$0	\$300	\$30	\$7,140	\$0	\$330	\$7,470
Task 5- Subtotal	0	10	36	76	0	112	0	0	16	250	\$44,900	\$0	\$0	\$0	\$0	\$500	\$50	\$44,900	\$0	\$550	\$45,450
Task 6 - Pipeline Bid Phase Services																					
Addenda to Respond to RFI/RFC's (4)		4	8	20						32	\$6,820				\$0		\$0	\$6,820	\$0	\$0	\$6,820
Pre-Bid Meeting			3	3						6	\$1,290				\$0	\$25	\$3	\$1,290	\$0	\$28	\$1,318
Conformed Contract Documents			2	8			16			26	\$3,890				\$0	\$200	\$20	\$3,890	\$0	\$220	\$4,110
Task 6- Subtotal	0	4	13	31	0	0	16	0	0	64	\$12,000	\$0	\$0	\$0	\$0	\$225	\$23	\$12,000	\$0	\$248	\$12,248
Task 7 - Pipeline Construction Phase Services																					
Preconstruction Conference		2								2	\$580				\$0	\$25	\$3	\$580	\$0	\$28	\$608
Project Meetings (18)		36								36	\$10,440				\$0	\$450	\$45	\$10,440	\$0	\$495	\$10,935

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January 1, 2020 Rates	Eng-Sci-9	Eng-Sci-8	Eng-Sci-6	Eng-Sci-3	Eng-Sci-2	CAD-Design	CAD-Tech	Project Administrator	Admin. Assist.		KJ	Sub	Sub	Sub	KJ	KJ	KJ				
Classification:										Total	Labor	Benner and Carpenter, Inc.	Oakridge Geoscience	USI	Sub-Markup	ODCs	ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Hourly Rate:	\$305	\$290	\$245	\$185	\$165	\$155	\$120	\$130	\$110	Hours	Fees	Fees	Fees	Fees	10%	Fees	10%				Fees
Submittal Review (20)		4	24	52						80	\$16,660				\$0		\$0	\$16,660	\$0	\$0	\$16,660
RFIs & RFCs (20)		2	12	30		16				60	\$11,550				\$0		\$0	\$11,550	\$0	\$0	\$11,550
Change Order Review (5)		4	12	24						40	\$8,540				\$0		\$0	\$8,540	\$0	\$0	\$8,540
Project Close-out		2	4	20						26	\$5,260				\$0		\$0	\$5,260	\$0	\$0	\$5,260
Record Drawings		1		8			28			37	\$5,130				\$0	\$200	\$20	\$5,130	\$0	\$220	\$5,350
Task 7- Subtotal	0	51	52	134	0	16	28	0	0	281	\$58,160	\$0	\$0	\$0	\$0	\$675	\$68	\$58,160	\$0	\$743	\$58,903
All Phases Total	0	220	235	591	40	308	44	14	28	1480	\$295,230	\$26,610	\$25,000	\$5,025	\$5,664	\$2,150	\$215	\$295,230	\$62,299	\$2,365	\$359,894

**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.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

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
	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.

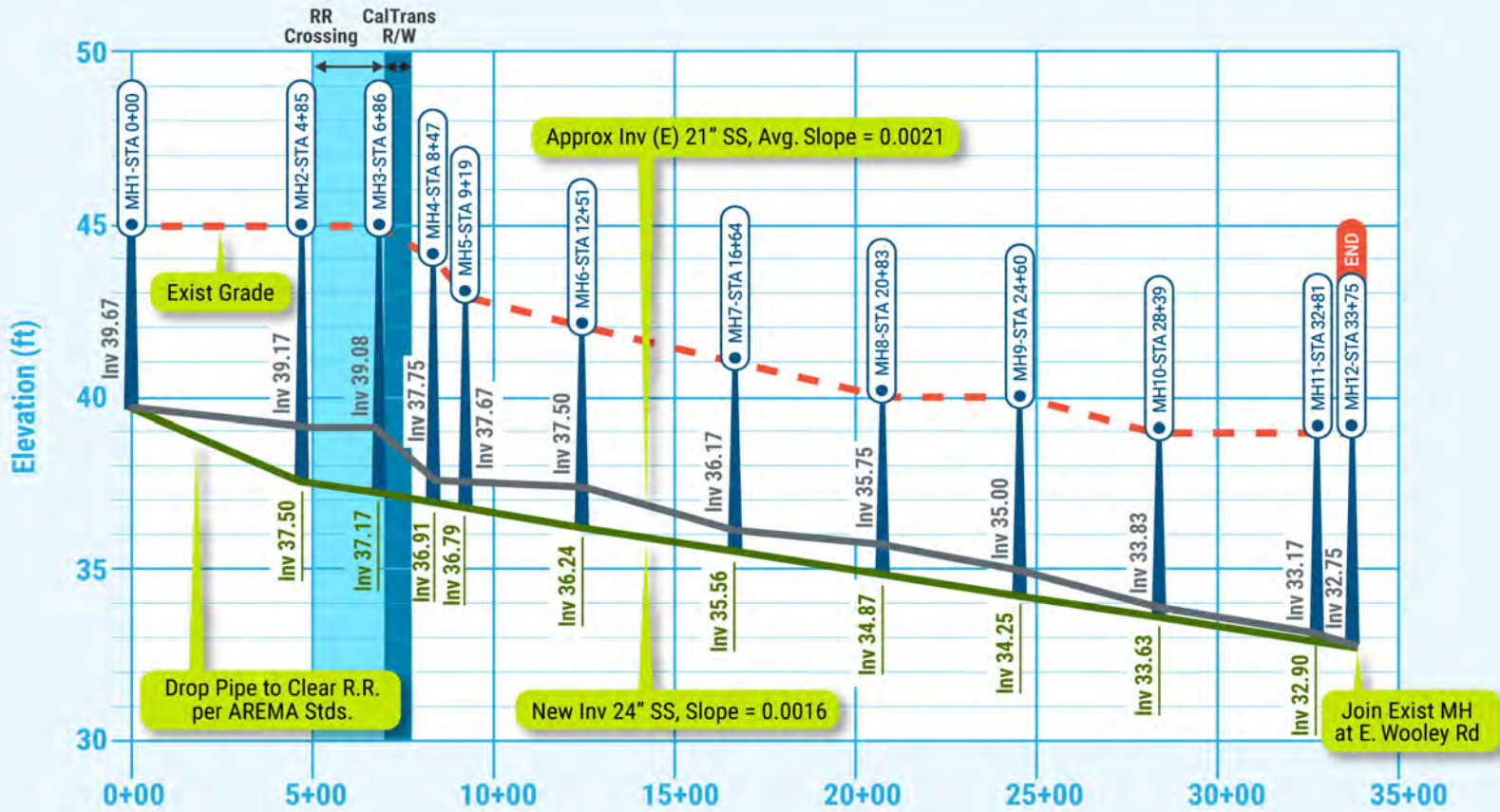
AUTHORIZED REPRESENTATIVE

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January 7, 2021

CITY OF OXNARD

Central Trunk Sewer Main Replacement Project



SOLICITATION
PW21-27



Kennedy Jenks

7 January 2021

Purchasing Division
City of Oxnard
300 West Third Street
Oxnard, CA 93030

Subject: Proposal to Provide Professional Services for the Oxnard Central Trunk Sewer Main Replacement Project (PW21-27)

Dear Selection Committee:

The City of Oxnard (City) is embarking upon a major sanitary sewer improvement project to replace the failed pipe beneath Union Pacific Railroad (UPRR). The proposed improvements must comply with the standard specifications and requirements set forth by the City and UPRR, by maintaining schedule and staying within budget, while minimizing disruption to the gravity sewer design flow diversion and impacts to existing infrastructure. Drawing from our over 101-year infrastructure history, including over 3,700 completed projects, Kennedy Jenks' (KJ's) result driven, local team will deliver a proven and concise approach for the success of your project. We will accomplish this by providing:

A FAMILIAR PROJECT MANAGER (PM), DELEVERING EFFECTIVE LEADERSHIP AND RESPONSIVE SERVICE. Our local PM, Jeff Savard, has delivered successful City projects for over 20 years. These successes include serving as Principal-in-Charge for the Redwood Trunk Sewer Project, as well as, other comparable projects for Ventura County clients. He also has recent experience executing a sewer pipeline project within UPRR right-of-way for Carpinteria Sanitary District. His recent experience and locality will facilitate open communication and efficient project delivery.

MEANINGFUL TECHNICAL EXPERTISE. Jeff will be supported by both Bill Yates and Ray Lyons. Bill will provide technical guidance and lead the QA/QC reviews while Ray will serve as, Project Engineer. All three team members have worked together on numerous assignments including more than two dozen pipeline related projects. They are currently designing replacement of the water and wastewater pipelines associated with the new Rice Avenue bridge crossing for the City of Oxnard and have recently completed preparation of design/bid documents for rehabilitation of the manholes along the Central Trunk Sewer. Bill's extensive pipeline experience coupled with Ray's 26 years of design experience, make them the obvious choice to support Jeff in development of the design documents for the Central Trunk Sewer Main Replacement project.

We are highly motivated to work with the City on this challenging project.

Very truly yours,

Kennedy/Jenks Consultants, Inc.

Jeff Savard, P.E.
Project Manager

PROPOSAL COVER PAGE

Name of Business/Company:
Kennedy/Jenks Consultants, Inc.

Business/Company Address:
2775 North Ventura Road, Suite 100; Oxnard, CA 93036

Telephone Number(s):
(805) 973-5700

E-Mail Address:
JeffSavard@kennedyjenks.com

Website Address:
www.kennedyjenks.com

Federal Tax ID Number:
94-2147007

Type of Business (Sole Proprietorship; Partnership; Corporation; or Other (Explain):
Corporation

Number Years in Business:
101

Name, title, telephone number, and if different, address of the person(s) authorized to represent business entity:

Jeff Savard | Vice President
Direct (805) 973-5719
2775 North Ventura Road, Suite 100, Oxnard, CA 93035

Name, title, telephone number, and if different, address of the person(s) authorized to sign contracts for the business entity:

Jeff Savard | Vice President
Direct (805) 973-5719
2775 North Ventura Road, Suite 100, Oxnard, CA 93035

Certificate of Insurance showing a minimum of \$1M in Professional Liability
Provided on the following page

Signed: 
Jeff Savard, Vice President

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

10/1/2021

DATE (MM/DD/YYYY)
9/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000		CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL ADDRESS:	
INSURED 1419672 KENNEDY/JENKS CONSULTANTS, INC. 275 BATTERY ST, SUITE 550 SAN FRANCISCO CA 94111		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company 16535 INSURER B: Lexington Insurance Company 19437 INSURER C: AIG Specialty Insurance Company 26883 INSURER D: Travelers Property Casualty Co of America 25674 INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 14305592 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOG ☐ OTHER	N	N	GLO5833581	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	N	N	BAP9326879	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ RETENTION \$	N	N	ZUP-15R04499	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC9326878	10/1/2020	10/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	026154151	10/1/2020	10/1/2021	PROF. \$1M PER CLAIM / \$1M AGG
C	CONTRACTORS POLLUTION LIA	N	N	CPO13016051	10/1/2020	10/1/2021	POLL: \$1M PER CLAIM / \$1M AGG

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

CERTIFICATE HOLDER

14305592
EVIDENCE OF COVERAGE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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SECTION 1: FIRM QUALIFICATIONS AND EXPERIENCE

City of Oxnard

SECTION 1: FIRM QUALIFICATIONS AND EXPERIENCE

INTRODUCTION TO THE FIRM

Kennedy Jenks (KJ) is a full-service, multi-discipline engineering and environmental sciences consulting firm that has earned a reputation for excellence and innovation in planning, design and construction services for public and private clients nationwide. KJ was established in 1919 and with 101 years of engineering excellence and more than 400 staff in 28 offices across the United States. Our ability to work together seamlessly across geographic boundaries, coupled with our local team resources using this firm's experience means we will deliver your project with efficiency and accuracy. Our Oxnard office located at 2775 North Ventura Road, Suite 100 will be leading and executing the work for this project.

STRENGTH AND STABILITY OF THE FIRM

The ownership structure is private where all shareholders are officers and individuals in current employment in the company. For the most recent three-year period, the average annual revenue derived from professional services is approximately \$87,770,000. The company's financial reports and statements have been audited by the accountancy firm of Hood & Strong of San Francisco, California.

OUR TRUSTED TEAMING PARTNERS

Lori Prentice, Project Manager and President of **Oakridge Geoscience, Inc.** will provide geotechnical services. She has over 30 years of experience

providing services in the project area. Their professional capabilities include engineering geology, geotechnical engineering, construction materials engineering and testing. Lori has been providing similar geotechnical services to KJ for more than 20 years on numerous projects.

Benner and Carpenter Inc. will providing surveying services. They have provided surveying services in Ventura County for over 40 years. Benner and Carpenter has been working with KJ on similar projects for more than 30 years.

Underground Solutions, Inc. will be providing potholing services. They have been in the locating and vacuum excavation utility potholing service business since 2003. Their approach is to utilize air excavation which is considered environmentally friendly in that it doesn't create run-off that may spoil storm water and require expensive measures to filter the run-off

SIMILAR PROJECTS TO THE SCOPE OF WORK

KJ has designed almost 500 miles of pipeline infrastructure. A significant number of our pipeline design projects have included trenchless construction methods including bore and jack crossings under railroads, watercourses and/or flood control channels. We understand the challenges associated with large diameter pipeline design and construction as well as the issues and factors associated with trenchless construction techniques.

RICE AVENUE/FIFTH STREET GRADE SEPARATION



Client Name and Contact Information:

WKE, Inc.- 400 North Tustin Ave, Suite 275, Santa Ana, CA 92705.
Henry Tong, (714) 953-1005, HTong@wke-inc.com

KJ is providing the design of utility relocations, including 1,250 LF of 8-inch waterline, 350 LF of a 12-inch waterline, 500 LF of a 36-inch water line, 135 LF of a 30-inch waterline and 1,300 feet of sewer ranging in diameter from 24-inch to 27-inch, for a grade separation structure in the City of Oxnard along a portion of Caltrans ROW (HWY 34) and Rice Avenue. Additional work included protection of the proposed sewer line in a 30-foot tall embankment, and one (1) jack and bores of approximately 120 feet underneath an existing Union Pacific Railroad Crossing. This project provides us with recent experience designing similar sewer pipelines and UPRR railroad crossing with the City of Oxnard which will benefit design of the Central Trunk Sewer Main. **Team Members:** Brandon Hale, Ray Lyons, Jeff Savard, Al Shewey, Bill Yates

SECTION 1: FIRM QUALIFICATIONS AND EXPERIENCE

REDWOOD TRUNK SEWER



Client Name and Contact Information:

City of Oxnard - 300 West Third Street, Suite 202, Oxnard, CA 93033. Thien Ng, Assistant Public Works Director, (805) 432-3575. thien.ng@ci.oxnard.ca.us

KJ completed the design for the City's largest and most complex collection system project, the Redwood Trunk Sewer, which was designed in nine months. Following wastewater collection system master planning efforts, the City identified a need to make substantial improvements to its collection system, which includes more than 430 miles of sewer pipelines and 16 wastewater pump stations. These improvements are intended to alleviate hydraulic deficiencies and provide sufficient capacity for new developments. Among these proposed improvements, the Redwood Trunk Sewer Project, with over 50,000 feet of 36-inch to 60-inch-diameter sewer pipelines and replacement/refurbishment of a pump station, represents one of the most challenging collection system projects. The Redwood Trunk Sewer is a large-scale, high-profile project that will serve the City's wastewater collection needs into the foreseeable future. We have proposed the same project team members for the Central Trunk Sewer Main that were involved in design of the Redwood Trunk project. **Team Members:** Jeff Savard, Bill Yates

PLUM/PEAR SEWER REPLACEMENT



Client Name and Contact Information:

Carpinteria Sanitary District - 5300 Sixth Street, Carpinteria, CA 93013. Craig Murray, General Manager, (805) 684-7214. craigm@carpsan.com

KJ provided the Carpinteria Sanitary District (District) engineering services related to the Plum/Pear Sewer Replacement Project. The project consisted of replacing existing 10-inch diameter sewer pipeline in Plum Street and along the railroad right-of-way with a new 15-inch diameter sewer pipeline. The portion of the pipeline along the railroad right-of-way is difficult to access since it is located within the backyards of several residential dwellings and is adjacent to an environmentally sensitive area. Due to its location and concerns with it being undersized at current flow rates, the District identified the need to replace the pipeline to help prevent future overflows or spills.

The project included replacement of approx. 600 feet of existing 10-inch diameter sewer pipeline on Plum Street, between Highway 101 and the Union Pacific Railroad (UPRR) right-of-way to the south, and replacement/rehabilitation of approximately 1,380 feet of existing 10-inch to 15-inch diameter sewer pipeline running parallel to the railroad right-of-way between Plum Street and the District's Lift Station No. 2, located southwest of Aliso School and adjacent to the UPRR. The sewer pipeline on Plum Street and approximately 1,070 feet of sewer pipeline, to Sandyland Cove, was upsized to 15-inch diameter utilizing pipe bursting methods (~1,000 feet) and bore and jack construction (~70 feet) beneath the Santa Monica Creek. The existing 15-inch diameter sewer pipeline between Sandyland Cove Lane and the lift station was upgraded with a cured-in-place (CIP) liner. Considerable coordination efforts were required on the project with UPRR, the Santa Barbara County Flood Control District and the City of Carpinteria. Our recent experience coordinating with UPRR on this project will benefit the City of Oxnard during design of the Central Trunk Sewer Main.

Team Members: Jeff Savard, Bill Yates, Ray Lyons

SECTION 1: FIRM QUALIFICATIONS AND EXPERIENCE

ADDITIONAL PIPELINE EXPERIENCE

The following table highlights additional pipeline experience that show our capabilities to deliver similar projects to the Central Trunk Sewer Main Project.

CLIENT	PROJECT	SUMMARY
City of Camarillo, CA	Airport Waterline Improvements	1,900 LF of 16-inch HDPE/PVC pipeline beneath Camarillo Airport - Trenchless construction method
City of Oxnard, CA	Victoria Avenue Sewer	Approx. 2,000 feet of 20-inch gravity pipeline
City of Port Hueneme, CA	Triton and C Station Elimination	3,170 feet of 10-inch gravity sewer utilizing Pilot Tube Microtunneling (PTMT) methods
Elsinore Valley Municipal Water District, CA	Lakeshore Trunk Sewer	7 miles of 54-, 48-, 42-, and 33-inch trunk sewer at depths 45-ft below grade - Approximately 30,000 feet of pipe utilizing microtunneling methods
City of San Buenaventura, CA	Transmission Main	10,000 LF of 24-inch pipeline 900 LF of 12-inch pipeline - Trenchless construction – 3 jack and bore crossings
Las Virgenes Municipal Water District, CA	Agoura Hills Pipeline	2,165 feet of 18-inch potable water pipeline 5,800 feet of 16-inch potable water pipeline 1,100 feet of 16-inch potable water pipeline 2,400 feet of 16-inch potable water pipeline
Calleguas Municipal Water District, CA	Recycled Water Wholesale Transmission System	3,500 LF of 24-inch pipeline 800 LF of 12-inch ductile iron pipeline 3,600 LF of ductile iron pipeline
City of San Buenaventura, CA	Ventura 101 Sewer System	380 LF of 20-inch diameter gravity sewer pipe
Eastern Municipal Water District, CA	Sun City Sewer Forcemain	30,000 LF of 30-inch and 36-inch diameter sewer - Design of forcemain and five tunnels
Inland Empire Utilities Agency, CA	Upland Interceptor Relief Sewer	25,000 LF of 24-inch and 36-inch gravity sewer pipeline
City of San Diego, CA	Canyon Trunk Sewer Group II: USIU Miramar Trunk Sewer	11,200 LF of 8-inch to 16-inch gravity sewer pipeline
City of San Diego, CA	Canyon Trunk Sewer Group II: Lake Murray Trunk Sewer	14,500 LF of 27-inch gravity sewer pipeline
Valley Center Municipal Water District, CA	South and North Village Sewer Collection System	10,300 LF of 2- to 6-inch diameter HDPE wastewater collection system
Port Hueneme Water Agency, CA	Supply and Distribution Pipelines	33,000 LF of 12-to-24-inch water pipelines in coastal area - Included soil corrosivity testing and design of cathodic protection system

SECTION 1: FRIM QUALIFICATIONS AND EXPERIENCE

Project Team Experience for Trenchless Crossings under Railroad and Caltrans Right-of-Way

PROJECT NAME	CLIENT	PROJECT DESCRIPTION	RAILROAD CROSSING	CALTRANS CROSSING
Upland Interceptor	Inland Empire Utility Agency	Installation of approximately 18,000 feet of 24-inch to 36-inch sewer pipe in Upland and Ontario	3 jack and bores beneath UPRR (2 in Ontario, 1 in Upland)	No
San Marcos Interceptor, Phase 1 and Phase 2	Vallecitos Water District	Installation of approximately 15,000 linear feet of 36-inch sewer pipe in San Marcos, CA	No	Jack and Bore 48-inch Casing Underneath State Route 78
Longfellow Recycled Water Pipeline	Eastern Municipal Water District	Installation of approximately 3,500 linear feet of 30-inch CML&C steel recycled water pipeline in Winchester, CA	1 Jack and Bore beneath BNSF	No
Paramount Petroleum SVE Project	Paramount Petroleum, Bakersfield	Installation of a 36-inch steel casing underneath a double track mainline in the middle of an oil refinery for SVE, water, electrical, and SCADA conduits	1 Trenchless under Union Pacific	No
San Elijo JPA Outfall Replacement	SEJPA	Installation of approximately 12,000 linear feet of 30-inch HDPE utilizing Horizontal Directional Drilling in the City of Carlsbad, CA	HDD beneath MTS/Metrolink/ BNSF	HDD Underneath Interstate 5 in Carlsbad
Alvarado Pipeline 2	City of San Diego	Installation of a 24-inch CML&C Pressure Pipeline along Friars Road in San Diego between Mission Bay and Interstate 15	1 Trenchless under MTS & BNSF Tracks	Microtunnel Underneath State Route 163
Ventura Downtown SS Relocation	City of Ventura	Installation of 400 feet of 24-inch sewer pipeline	No	1 Jack and Bore Beneath HWY 126
Newhall Parallel Relocation	Santa Clarita Valley Water Agency	Relocation of 200 feet of 24-inch water transmission main	No	1 Jack and Bore Beneath HWY 126
Calabasas Pipeline	Las Virgenes Municipal Water District	Installation of 10,000 feet of 30-inch water transmission main	No	1 Jack and Bore Beneath HWY 101

Why KJ Would Be the Best Choice for Providing Services as Described in the RFP

Our firm's expertise in sewer pipeline design projects combined with our proposed team's local experience on similar projects makes KJ the right choice for the City of Oxnard on the Central Trunk Sewer Main. We have designed similar projects for the City (ie., Redwood Trunk Sewer) and we have recent experience preparing bid documents related to the Central Trunk Sewer (ie., Manhole Rehabilitation Project). Our team members have also worked together on numerous pipeline design projects, including installations that involved coordination and permitting with UPRR and Caltrans. The work will be led and executed out of our local Oxnard office which improves responsiveness and promotes efficiency based on our experience on similar assignments.



SECTION 2: STAFF EXPERIENCE

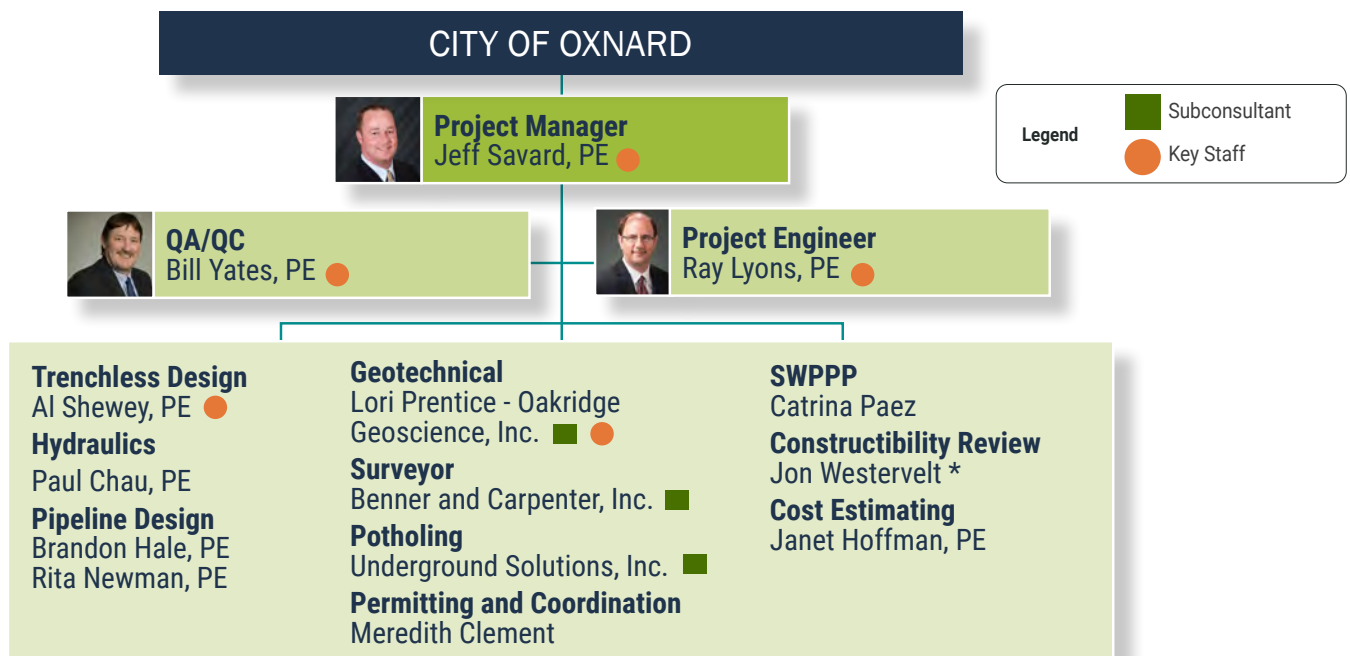
City of Oxnard

SECTION 2: STAFF EXPERIENCE

EXPERIENCED LOCAL TEAM ORGANIZED FOR EFFICIENT DELIVERY, STREAMLINED COMMUNICATION, AND ACCESS TO ESSENTIAL EXPERTISE AND RESOURCES

KJ has assembled a project team of in-house personnel with specialized and expert services to meet the scope of work identified for the Central Trunk Sewer Main Replacement Project. The City will benefit from our project team's significant expertise on similar projects. Our reputation for responsiveness has resulted in assignments for similar projects that have included planning, design, studies, assessments, and construction support services for numerous clients. To accommodate this contract, the KJ team was crafted with flexibility, responsiveness, and dependability in mind.

This team has been designed to be all-inclusive and the final services can be customized for the City's specific needs based on the final scope of services. Our proposed Project Manager, Jeff Savard is authorized to sign contracts for the business entity.



* The constructability review will be performed by in-house staff utilizing KJ's General Contractors license #1037944 in California.



Jeff Savard. PE | Project Manager

Jeff's successful track record and wealth of engineering knowledge provides a solid background to serve as our team's Project Manager.

Why Jeff?

- Served as Project Manager for more than a dozen pipeline projects in Ventura County
- Excellent at building relationships with customers, engineers, city and municipality employees, regulatory officials, and the community
- Leads and executes projects out of our local Oxnard office
- Served as Project Manager for the recently completed Central Trunk Manhole Rehabilitation

Availability to Perform this Work to the Planned Project Schedule: 50%

SECTION 2: STAFF EXPERIENCE



Bill Yates, PE | QA/QC

Bill is a Senior Project Manager for design and construction projects, including water and wastewater treatment, water and sewer pipeline and pump station design, and water storage facilities.

Availability to Perform this Work to the Planned Project Schedule: 25%

Why Bill?

- Over 32 years of comprehensive pipeline QA/QC and construction experience in Ventura County, including for the City of Oxnard
- Relevant and recent experience with members of this team reinforces collaboration and efficiency
- Has worked with Jeff and Ray on more than two dozen pipeline related projects
- Bill's pipeline design experience includes more than two dozen bore and jack crossings



Ray Lyons, PE | Project Engineer

Ray was selected as Project Engineer based on his positive project history with the team, extensive expertise with pipeline projects, and recent success delivering pipeline design documents.

Availability to Perform this Work to the Planned Project Schedule: 90%

Why Ray?

- 25 years of pipeline design experience
- Wastewater pipeline design experience ranging from 8- to 108-inch diameter using various materials such as RCP with PVC lining, PVC, VCP, and fiberglass-reinforced mortar pipe
- Recent experience evaluating existing manholes along the Central Trunk Sewer and developing bid documents for the City of Oxnard



Al Shewey, PE | Trenchless Design

Al's pipeline and pipeline rehabilitation experience extends to wastewater collection, water supply, drainage and irrigation systems. He specializes in large and complex pipeline projects that include use of open cut methods, tunneling, sliplining and cured-in-place pipe installations.

Availability to Perform this Work to the Planned Project Schedule: 25%

Why Al?

- 45 years leading large trenchless construction, planning and design projects
- Design and assessment of over 50 miles of sanitary sewers
- Has worked with Bill and Ray on numerous pipeline projects in Southern California that involved trenchless construction methods

SECTION 2: STAFF EXPERIENCE



Lori Prentice, PG, CEG (Oakridge Geoscience) | Geotechnical

Lori has provided geotechnical design services on numerous projects for KJ.

Why Lori?

- Experienced with conducting geotechnical investigations per UPRR/AREMA guidelines
- Will lead the work from their local Camarillo office
- 30 years of experience in Ventura County evaluating and addressing geotechnical challenges

Availability
to Perform
this Work to
the Planned
Project
Schedule:
50%

TRUSTED SUBCONSULTANT PARTNERS

The following is a list of our proposed subconsultants and their qualifications. KJ will work with these subconsultants and does not require the City to hire them directly. However, the team can be tailored to specific needs of the final scope of services and the City's preferences for contracting methods.



OAKRIDGE GEOSCIENCE, INC.

Oakridge Geoscience, Inc. (OGI) is a small, state of California and Federal certified woman-owned business based in Camarillo, California. They were incorporated in Fall 2014 and provide high quality geologic and geotechnical engineering services to public agencies, architecture and engineering (A/E) design firms, and the energy/oil and gas markets. OGI is managed by two principal engineering geologists, both with over 30 years of geologic and geotechnical engineering experience, primarily in the central coastal areas of California.



BENNER AND CARPENTER, INC.

Benner and Carpenter, Inc. (BCI) has provided surveying services in Ventura County for over 40 years. BCI has established itself not only within its own community of Santa Paula, but in all cities of Ventura County, Santa Barbara, and North Los Angeles counties. The company provides limited civil engineering services on small projects, with 90% or more of its services being performed on land surveying jobs.



UNDERGROUND SOLUTIONS, INC.

Underground Solutions, Inc. (USI) has been in the locating and vacuum excavation utility potholing service business since 2003. USI has been a firm believer in the use of air/vacuum excavation for positive utility identification. Most importantly, because air is a compressible gas, when used to break-up soil to discover a buried utility it flows around the conduit, pipe or cable when in direct contact versus cutting into it. Air excavation is also considered environmentally friendly in that it doesn't create run-off that may spoil storm water and require expensive measures to filter the run-off. Safer to the operator and the crew and with a never-ending source, air is always the first choice for vacuum excavating by USI crews.

SECTION 2: STAFF EXPERIENCE

Work Breakdown Structure by Task and Labor Class

The table below summarizes hours by task and by labor class for the project team members. The summary is based on our experience on similar sewer pipeline design projects of similar size, magnitude and complexity. Labor hours identified for specific tasks in the City's RFP have been incorporated. For further details and the breakdown of the hours by subtask and labor class please refer to our cost proposal fee spreadsheet included under separate cover.

Tasks	Jeff Savard / Bill Yates / Jon Westervelt / Al Shewey (Eng/Sci/Spec 8)	Ray Lyons / Paul Chau / Janet Hoffman / Meredith Clement (Eng/Sci/Spec 6)	Brandon Hale / Rita Newman (Eng/Sci/Spec 3)	Kajori Purkayastha (Eng/Sci/Spec 2)	Calvin Sugg (CAD-Design)	Erick Almalei (CAD-Tech)	Megan Norman (Project Admin Assistant)	Gaby Lara (Admin Assistant)	TOTAL
Task 1. Program Management	125	11	86	0	0	0	14	0	236
Task 2. Pipeline Permitting	4	36	72	0	0	0	0	0	112
Task 3. Pipeline Preliminary Design Report	18	55	130	40	76	0	0	4	323
Task 4. Pipeline 50% Design Services	8	32	62	0	104	0	0	8	214
Task 5. Pipeline Final Design Services	10	36	76	0	112	0	0	16	250
Task 6. Pipeline Bid Phase Services	4	13	31	0	0	16	0	0	64
Task 7. Pipeline Construction Phase Services	51	52	134	0	16	28	0	0	281
Total All Tasks	220	235	591	40	308	44	14	28	1,480

SECTION 3: SCOPE OF WORK UNDERSTANDING AND SCHEDULE

City of Oxnard

SECTION 3: SCOPE OF WORK UNDERSTANDING AND SCHEDULE

Project Understanding

The City is looking for a design team to assist with assessing and implementing design alternatives for replacement of approximately 3,500 feet of 24-inch sewer main for the Central Trunk Sewer. There are significant challenges along the alignment including crossing a Union Pacific Railroad (UPRR) rail yard and Caltrans designated highway, significant permitting, traffic control as well as protecting significant adjacent infrastructure consisting of the Railroad, a major fiber optics line, and existing sewer lines, storm drains, telephone, electrical, and water lines in the area.

KJ IS AN ENGINEERING FIRM THAT IS:

- ✓ Local and responsive
- ✓ Has comprehensive similar diameter pipeline design experience
- ✓ Expertise in both open-cut and trenchless construction methods
- ✓ Positive history and experience working with City of Oxnard

KJ provides a **local and experienced team** that has **worked together on numerous local pipeline projects addressing similar challenges**.

KEY ISSUES

Based on our understanding of the project and our visit to the project site, there are several key issues that need to be addressed to make this project a success (see **Table 1**).

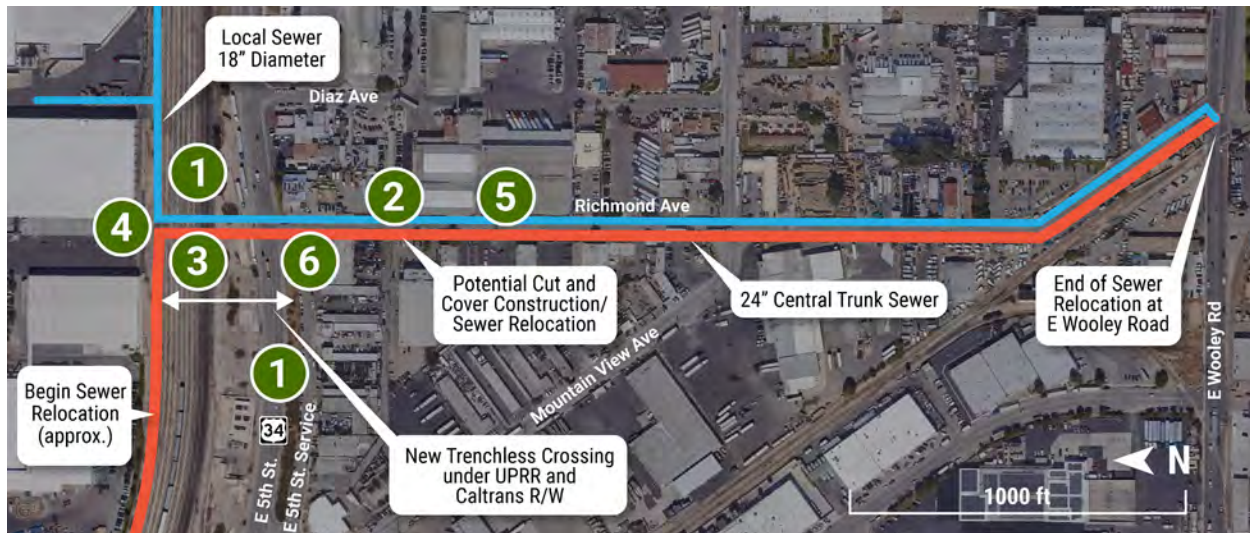


Table 1. CHALLENGES AND SOLUTIONS

KEY ISSUES	CHALLENGES	APPROACH	BENEFIT
1 Permits	Permitting can be time intensive and often requires drawings at 90% completion to begin applications	Begin conversations with Caltrans, UPRR, etc. early for conceptual approval and to gain permitting momentum	Obtains permits in a timely manner and maintains project schedule
2 Utilities	New sewer alignment must meet minimum DDW separation requirements between water and sewer	Review as-built drawings, field walk the site, and conduct potholing to confirm and/or adjust understanding of where critical utilities are located	Minimizes design changes late in the process
3 Construction Method	Maintaining railroad operations during construction and avoiding, constructability challenges	Utilize trenchless construction (jack and bore) and locate shafts strategically to minimize impact to UPRR, Caltrans, local roads and businesses	Continued operation of the railroad and minimized impacts to local roads and businesses

SECTION 3: SCOPE OF WORK UNDERSTANDING AND SCHEDULE

KEY ISSUES	CHALLENGES	APPROACH	BENEFIT
4 Sewer Bypassing	Sanitary sewer service must be provided at all times during construction	Develop a bypass plan which avoids disruption of the rail yard, utilizes the 18-inch, avoids flow to the 12-inch, connects laterals and allows construction in dry conditions	Maintains continued sewer service and rail yard operations
5 Traffic Control	Potential delays, negative community impacts, and safety issues associated with business traffic along Richmond Avenue and connecting streets	Consider construction during the evenings and notify the community of upcoming construction work through public outreach efforts such as city hall meetings	Minimizes disruption to local businesses and allows quick project completion
6 Hydraulics	Maintaining sewer capacity impacted by sewer depth changes, pipe size and slope	Develop a hydraulic model to confirm feasibility of pipeline alignments and ability to meet present and future capacity demands	Optimizes pipe size and minimizes project costs

Approach and Understanding

KJ will utilize a comprehensive approach to design the Central Trunk Sewer Main Replacement. **The goal of this approach is to confirm the potential key issues early in the preliminary investigation/design phase of the facilities so that they can be properly addressed in order to maintain the project schedule and control construction costs.**

1 COORDINATING EARLY WITH PERMITTING AGENCIES, INCLUDING CALTRANS AND THE UPRR, WILL ENSURE TIMELY COMPLETION OF THE PROJECT DESIGN AND AVOID DELAYS IN THE BIDDING AND CONSTRUCTION PHASES

It is anticipated that multiple permits are required for the City of Oxnard Central Trunk Sewer Main Replacement Project. Permitting agencies can quickly affect the construction schedule of a project. Our experience in working with the involved permitting agencies gives us valuable insight to the importance of early and regular collaboration.

The permits are anticipated to include the following:

- Encroachment permit for Caltrans is expected for the right-of-way for State Route 34 (Fifth Street)
- Encroachment permit for Union Pacific Railroad Company
- Open cut construction and the bore and

receiving pits may require dewatering; therefore, a discharge permit would be required from Los Angeles Regional Water Quality Control Board

- Ventura County Watershed Protection District encroachment permit would be required if we cross flood control structures near Wooley Road.
- A Department of Drinking Water (DDW) review in the event the proposed sewer relocation parallels an existing water line with less than 10 feet of separation between the two lines.
- A CalOSHA DIR Division of Mines and Tunneling Gas Classification for bore-n-jack construction

KJ has extensive experience in obtaining permits from the Union Pacific Railroad, Caltrans, and other agencies which gives valuable insight to the importance of early and constant coordination with the necessary permitting agencies. We will consult with these agencies early and often to discuss options to avoid/minimize impacts. This approach reduces the risk of unexpected schedule delays.

Permitting coordination will be lead by **Meredith Clement**. Located in the Oxnard office, Meredith will be assisting Ray Lyons to coordinate with local permitting agencies, including Caltrans and UPRR Communicating with the agencies early and often will avoid any potential delays during the permitting process.



SECTION 3: SCOPE OF WORK UNDERSTANDING AND SCHEDULE

2 PROPOSED ALIGNMENTS MUST MINIMIZE IMPACTS TO EXISTING UTILITIES

It is typical for water and sanitary sewer pipelines to be constructed in parallel in wide roads. Most of the construction work for this project will occur along Richmond Avenue, which is approximately 50 ft wide, leading to the assumption that water pipelines may also exist in this street. When proposing possible sewer alignments, it will be critical to maintain the required minimum separation between water and sewer pipes while also minimizing impacts to any other existing utilities such as gas pipelines, communications lines, etc. This will be achieved by conducting utility research during preliminary design to confirm the locations of existing utilities and maintain minimum separation requirements.

One approach to minimize impacts on utilities is to replace the existing 24-inch Central Trunk Sewer in kind at a lower elevation to minimize the need to relocate or otherwise affect other utilities. This will potentially require bypass pumping of any existing laterals tied to the Central Trunk Sewer, and require work to be performed from the south end to the north end of the project to minimize bypass costs.

Another concern regarding utilities is that railroads typically allow telephone, cable, fiber optic, oil, and gas lines to be installed in their right-of-way. Coordination with the railroad will be important to locate these items and determine if these

existing utilities may interfere with the proposed sewer replacement. Potential interferences can be accommodated by either revising the horizontal and/or vertical alignment of the proposed sewer relocation or by relocating the interfering utility out of the alignment.

3 TRENCHLESS CONSTRUCTION WILL ENSURE CONTINUED OPERATION OF EXISTING NEARBY FACILITIES, INCLUDING THE RAILROAD

Two separate trenchless construction methods are proposed across the railroad facilities; one for the replacement of the existing 24-inch Central Trunk Sewer, and one to slipline the existing 18-inch local sewer.

The trenchless crossing for the replacement of the existing 24-inch Central Trunk sewer will utilize jack and bore, open shield boring, or microtunneling, depending on the geological conditions found on site, including but not limited to soil characteristics, rocks, cobbles, and groundwater level. A cursory review of groundwater levels in the area shows the potential for perched groundwater at approximately 10 to 12 feet below ground surface (bgs), which will potentially require either dewatering wells with accompanying permits required for discharge, or the use of trenchless methods that would minimize groundwater dewatering such as microtunneling. This selection will also affect potential risk factors during construction and construction cost, so it is important

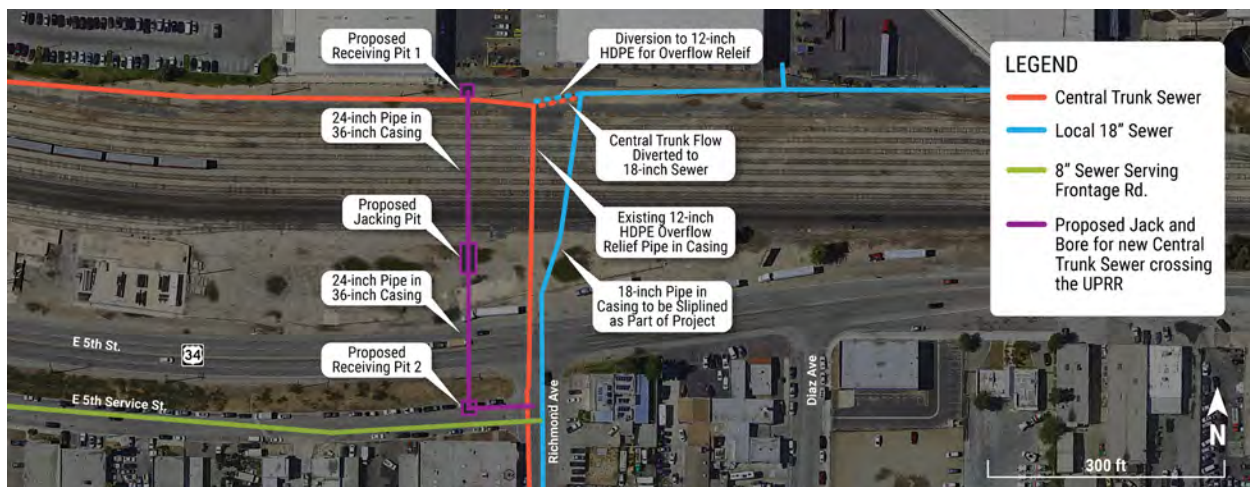


Figure 1. Trenchless Construction Layout

SECTION 3: SCOPE OF WORK UNDERSTANDING AND SCHEDULE

that the appropriate trenchless method is selected to avoid a costly change order. We anticipate that jack and bore construction methods will be viable with some dewatering required.

REPLACEMENT OF EXISTING 24-INCH CENTRAL TRUNK SEWER RESULTING IN MINIMAL REQUIRED DEWATERING

The location of the bore and jack shafts will be critical for the success of the project. Typical jacking shaft size would be 12 to 14 feet wide and 35 to 40 feet long. Typical receiving shafts would be on the order of 10- or 12-foot square. The bore and casing will be designed to meet the minimum American Railroad Engineering and Maintenance of Way Association (AREMA) standards, including E-80 loading, a minimum of 5 feet of cover, and with vents as required on either side of the casing.

There is essentially no room for an adequate size jacking shaft north of the tracks as the pit will be located between the track and an existing fence/easement. The pit will be very close to the tracks and a large shaft there may require modifications to the existing sewer to relocate it for the shaft. Locating the jacking shaft at Richmond, just south of State Highway 34, 5th Street, could potentially require utility relocations and poses significant traffic control concerns. One approach is to construct the bore and jack with two drives from the land between Fifth Street and the railroad tracks (see **Figure 1**). One drive would be north beneath the tracks and then we would turn the boring machine around and bore south under Caltrans. Locating the jacking shaft as shown provides greater flexibility with the shaft size and location, provides adequate space for ancillary equipment and is much more accessible. Locating a receiving shaft on the north side of the tracks minimizes the shaft size, minimizes ancillary equipment needs and maintains an access way for UPRR.

Locating a receiving shaft south of State Highway 34 and in the 5th Street Service Road minimizes traffic control requirements, maintains access to business via surrounding streets and minimizes

shaft size requirements. An Encroachment Permit from UPRR will be required for the installation of the sewer, casing, boring shaft, and receiving shaft. An encroachment permit will also be required from Caltrans for crossing Fifth Street in a bore. Since the bore will require that the sewer be installed in a casing, the Caltrans requirement to use a casing for perpendicular roadway crossings will be met.

SLIPLINING EXISTING 18-INCH LOCAL SEWER

It is anticipated that sliplining the local 18-inch sewer underneath the railroad tracks using Cured In Place Pipe (CIPP) will be utilized for trenchless rehabilitation. KJ has extensive experience sliplining pipelines using CIPP with successful applications on previous projects. Since CIPP installation require bypass pumping of the existing sewer, coordination with repair of the Central Trunk Sewer and a hydraulic evaluation of flows in both lines should be developed to determine if the CIPP can be installed during a low flow period with a bypass, or if the Central Trunk Sewer requires repair prior to a bypass system being installed. CIPP should be designed to assume all structural loads including railroad loading to protect the pipe from damage in the event the existing pipe and casing has been previously damaged.

4 SANITARY SEWER SERVICE MUST BE MAINTAINED AT ALL TIMES AND CAN BE ACHIEVED VIA SEWER BYPASS

One of the key components of a successful, reliable, and safe sewer bypass plan maintains sanitary sewer service, at all times. KJ will coordinate closely with City staff early to understand options and help determine the most suitable and reliable bypassing plan. It is KJ's understanding that the existing 18-inch line has accommodated most of the diverted flow from the existing 24-inch pipe. Continuing this diversion during construction of the new pipeline serves as a straightforward sewer bypass method during dry weather flows. We will review and model flows during wet weather periods to minimize the potential for pressurization of the pipeline and backwater effect on the sewer other than using the emergency 12-inch HDPE line in the collapsed section

SECTION 3: SCOPE OF WORK UNDERSTANDING AND SCHEDULE

of the Central Trunk Sewer. The Contractor may need to bypass existing sewer laterals on the 24-inch Central Trunk Sewer between 5th Street and Wooley Road if the sewer needs to be lowered to meet City's requirements for pipeline size and slope based on the modeled hydraulics and AREMA requirements for crossing the UPRR.

5 IDENTIFYING TRAFFIC IMPACTS, ESTABLISHING TRAFFIC CONTROL REQUIREMENTS, AND MAINTAINING TRAFFIC FLOW WILL ENSURE SAFETY

Most of the construction work for this project will occur along Richmond Ave which is used by adjacent industrial businesses and operations. KJ is sensitive to public comments that are likely to arise from this construction. KJ will coordinate with the City's Traffic Engineer and develop general traffic control specifications to accommodate construction, minimize public disruption, and coordinate with emergency service and public transportation providers. The specs may consider requiring night work or temporarily operating the affected portions of Richmond Ave as a one-way north bound road and setting up detours for south bound traffic to the east along Mountain View Ave and south on Pacific Ave

or utilizing flaggers to control one lane traffic. The traffic control specification will include, but is not be limited to, language regarding work hour restrictions, lane closures, road closures, detours, pedestrian and bike access, and maintaining traffic signal operation.

6 APPROPRIATELY SIZE NEW PIPELINES TO MEET CURRENT AND FUTURE CAPACITY AND ENSURE HYDRAULIC FEASIBILITY

Due to UPRR requirements for depth of pipeline bury, it will be necessary to make the pipeline deeper and adjust the slope of the pipeline to meet existing sewer connection points (See **Figure 2**). This may require a new pipeline alignment which will need to be modeled for hydraulic feasibility. Furthermore, it is understood that the existing 24-inch pipe may be improperly sized to meet current and future needs. KJ will model the alignment and demands and evaluate whether the pipe may need to be resized. In addition, the model can evaluate the potential to divert flows from the Central Trunk Sewer to the local 18-inch sewer, and to divert flows from the local 18-inch to the Central Trunk Sewer to help with maintenance and operation of the pipelines.

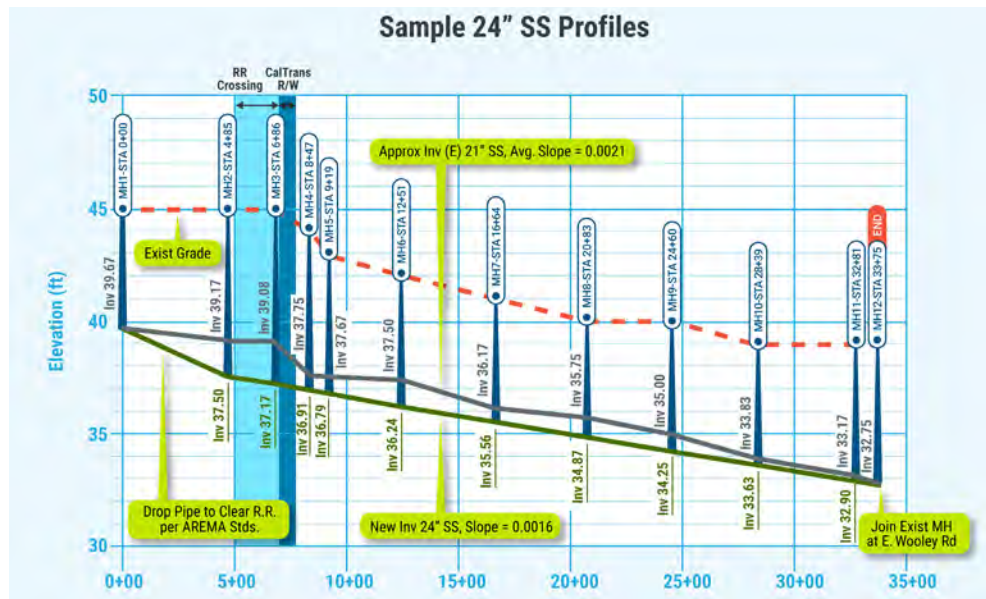


Figure 2. Sample Profile

SECTION 3: SCOPE OF WORK UNDERSTANDING AND SCHEDULE

Scope of Work

The fee and tasks for the scope of work will be based upon the RFP from the City. Our general approach to the scope of work will be as follows:

TASK1: PROGRAM MANAGEMENT

KJ's approach to project management is based upon developing a partnership with our clients to clearly understand the project requirements, then preparing and executing a project work plan that delivers on-budget and on-time performance for the project deliverables.

KJ has developed proven project management methods from the completion of numerous water and wastewater projects in California. We will apply these techniques and resources to meet the specific time goals for your project and deliver it within your budget. We use a regimented yet adaptable approach that allows us to adjust management strategies as the project moves forward to better meet project constraints. Clear identification of scope, schedule, budget, quality standards, levels of communication, and risk management are major elements in a project work plan that is developed for each KJ project.

Our approach to communication and collaboration utilizes proactive communication, workshops and face-to-face coordination to foster consensus building and decision making, and technology and web-based applications for efficient coordination and management of project documents. We establish partnerships with our clients, and we tackle project challenges together using the expertise provided by our team members.

SCHEDULE

The KJ team will start on major critical path tasks upon Notice-To-Proceed (NTP). We have developed a preliminary overall project schedule that meets the target for completing design within nine months, as is shown on Page 20. Success in meeting this schedule will be dictated by timely permit issuance and completion of preliminary utility research, survey, geotechnical, and potholing work. Understanding sub-

surface conditions will positively impact design by decreasing risk associated with unknown conditions but can only begin after some initial permits from UPRR are acquired.

TASK 2: PIPELINE PERMITTING

KJ will develop a Permit Plan that will list the permits required for the project, agency requirements for the permits including but not limited to documentation required and all fees associated with the permitting, proposed meetings with the permitting agencies and a schedule including critical paths to obtain the permits. Based on Caltrans flowchart to determine the appropriate Caltrans review process for encroachment projects on the state highway system, we have assumed that the Caltrans permit can be obtained through the standard Encroachment Permits Office Process (EPOP) and not the Quality Management Assessment Process (QMAP).

PIPELINE CONCEPTUAL DESIGN

Critical Path items that KJ will need to complete prior to working on the Pipeline Preliminary Design Report will include requesting utility information from all the local utilities, coordinating with the City and other agencies on receiving sewer, water, storm drain and other utility record drawings, laying out 3 conceptual alignment options, and completing a field walk of the site to confirm the location of existing utilities, traffic striping and other items that may affect the alignment selection. Once that is complete, KJ will complete an analysis of each of the alignments, including advantages and disadvantages of each of the alignments, an order of magnitude cost for the alignments, and KJs' recommendation on the chosen alignment, and present the results in a Technical Memorandum for the City and UPRR to review and comment. Advantages and disadvantage of each alignment that will be of significant interest in the analysis would include potential risk factors on each alignment, including but not limited to soil conditions, the locations for boring and receiving pits, locations of existing utilities, groundwater, and traffic control.

SECTION 3: SCOPE OF WORK UNDERSTANDING AND SCHEDULE

TASK 3: PIPELINE PRELIMINARY DESIGN REPORT (30% DESIGN)

KJ will develop the selected alignment from the Pipeline Conceptual Design TM. Critical Path items that KJ will need to complete include survey of the proposed alignment, a hydraulic analysis of the alignment to confirm pipe size, slope, depths, and point of connection, geotechnical borings to determine soil characteristics, and potholing utilities along the alignment to determine the depth of the utilities and potential interferences. Once those items are complete, a 30% design drawing set including preliminary horizontal and vertical alignment will be developed, with updated cost estimate based on the revised alignment. A list of proposed drawings and specifications will also be developed at this point. Material selection of either PVC pipe or vitrified clay pipe (VCP) will be evaluated based on loading conditions, capacity, and the City's material preference. The report will be submitted to the City and UPRR for review and comment.

CONSTRUCTABILITY REVIEW

KJ is a licensed General Contractor and will utilize in-house staff specifically trained in construction to perform constructability reviews to ensure plans and specifications are coordinated, biddable, and constructible. In addition to having design engineers who prepare construction documents similar to the Oxnard's selected designer, our staff is also comprised of former contractors, building officials and operations staff who bring a unique perspective during this review. Incorporation of the review comments in the plans and specifications prior to bids eliminates some potential issues and mitigates others, resulting in reduced extra cost, reduced potential for extra time, and increased focus on planning and executing the work.

The KJ approach to a constructability review is to methodically and objectively minimize the City's risk associated with cost overruns and delays by identification of errors, ambiguities, conflicts, and omissions in the contract documents. Problems can be resolved more readily and much less expensively during the planning and design phase than during

construction. The purpose of the constructability is not to improve the aesthetics or the design of the project. The City has delegated the responsibility for the design of the project to the designer and is satisfied with the design concepts. It is not the purpose of the review team to "second guess" a designer by suggesting alternate designs (as may be the case in a value engineering review). The benefits of our constructability review can be seen in many areas, some of which include better bids, reduced contingency budgets, reduced changes during construction, improved construction schedule, fewer requests for information (RFI's) and can help to mitigate claims. A successful constructability review will result in cost savings for the City. Cost savings have been estimated to be on the order of \$10 worth of savings for every constructability review dollar spent.

Constructability reviews will be provided at 30% and 90% Design to help with quality control of the project documents.

APPROACH TO GEOTECHNICAL INVESTIGATION

The replacement pipeline crossing beneath the UPRR will be installed using trenchless construction methods, possibly jack and bore, pending evaluation of site conditions and final design. Two jacking pits are currently envisioned; one on both the northern and southern sides of the UPRR track alignment corridor. The existing site is a relatively level area located near the Oxnard Transportation Center (OTC). Based on previous experience at the OTC, the near surface soil conditions near the site consist of a surficial layer of clay soil that is about five feet thick underlain by interbedded sandy and fine-grained alluvial soil to depths of 15 feet or more.

UPRR requirements for geotechnical studies for trenchless crossings beneath UPRR facilities are based on American Railroad Engineering and Maintenance-of-Way (AREMA) guidelines. The AREMA guidelines include subsurface exploration and soil laboratory testing to characterize the soil and groundwater conditions at the site and provide geotechnical design parameters for the project design.

SECTION 3: SCOPE OF WORK UNDERSTANDING AND SCHEDULE

The City's RFP 21-27 requests three drill holes to a depth of 10 feet to characterize the site conditions for the project. For a 200-foot long crossing, the standard approach is to place one drill hole near each proposed jacking pit location. The purpose of the new drill holes is to characterize the site specific soil conditions at the crossing site. Drilling on the south side of the UPRR easement should be possible once property access, permitting and existing utilities have been documented; however, drilling on the northern side of the UPRR right-of-way (ROW) could be limited by the overhead power lines in that area and alternative exploration methods such as a backhoe test pit may be required.

Review of regional geologic mapping and the State of California Geotracker database indicates groundwater near the crossing site is anticipated to be about 10 to 12 feet below the ground surface. Based on the initial data review, it does not appear that groundwater monitoring will be required for the shallow pipeline installation.

Geotechnical criteria for the project design will be provided consistent with the UPRR/AREMA guidelines. The UPRR guidelines require a geotechnical study by a licensed geotechnical engineer and engineering geologist to provide input on the following:

- Boring and soil evaluation logs, location plan of borings, cross sections, subsurface strata, fill and groundwater elevations;
- Particle size distribution (particularly percent rocks and cobbles);
- Cohesion index, internal angle of friction, and soil classification;
- Plastic and liquid limits (clays), expansion index (clays), soil density, and penetration tests; and
- Areas of suspected and known contamination should be described and characterized if applicable.

The soil evaluation shall also provide input on the presence of rock and cobbles. The trenchless technology manual references a minimum of two

explorations at shaft locations with additional borings if the crossing is longer than about 400 feet. For this study we plan to advance one drill hole near each proposed jacking pit location to a depth of about 15 feet to provide data for shoring design by the contractor.

The location of the drill holes relative to the UPRR tracks is critical. If the drill holes are located within 25 feet of the UPRR tracks, a UPRR encroachment permit and railroad flagger will be required. The standard permit costs \$3,500 and takes 90 days to acquire. An expedited permit can be obtained within about 15 to 20 days (Tier 2) with a permit fee of \$5,500. The railroad flagger costs approximately \$2,200 per 8-hour day and will require that the drill rig be shut down when a train passes within about 25 feet of the work area. UPRR also requires the applicant to obtain railroad insurance with a six-million-dollar limit. Per the City's RFP, permit fees including costs for railroad flagger and railroad insurance will be paid by the City. With frequent train operations near the OTC, it is likely that a ½-day drilling operation could extend to at least one day if not longer.

We anticipate that a no-fee encroachment permit will be required from the City of Oxnard and lane closure traffic control will be required during normal daytime hours of 9AM to 4PM for drilling in East 3rd or Richmond Street. We will provide a site plan with drill hole locations and as well as a traffic control plan for the drill hole.

A geotechnical report will be prepared providing the field and laboratory data, interpreted subsurface profile, and geotechnical trenchless design parameters.

SITE SURVEY/MAPPING

We will provide new aerial topographic survey for the project by obtaining aerial photography suitable for compiling a topographic map at a scale of 1"=40' and 1' contour accuracy. The mapping will show ground features including curbs, roads, signs, trees, power poles, etc., according to standard practice. A ground survey will supplement the aerial by locating spot elevations on the street, "dipping" manholes, and

SECTION 3: SCOPE OF WORK UNDERSTANDING AND SCHEDULE

locating items such as water valves, vaults, meters, etc. In accordance with the City's RFP, it is assumed any permit fees or costs associated with survey work within the UPRR right-of-way will be paid for by the City.

UTILITY POTHOLING

We will pothole and locate up to 3 existing utilities using vacuum excavation methods along the proposed alignment. Diameter and depth of the existing utility will be determined. A Subsurface Utility Report with data, photos, and pothole locations will be provided. Each pothole location will be marked with a PK nail, paint or stake for future survey/locating. In accordance with the City's RFP, it is assumed any permit fees or costs associated with pothole work within the UPRR right-of-way will be paid for by the City.

TASK 4: PIPELINE 50% DESIGN SERVICES

The 50% Design Services will advance the 30% design based on the City's and UPRR's comments, and will include additional design elements including review of the alignment to develop Traffic Control requirements, Bypass Plans for required sewer diversions during construction, and connection and general details required for pipeline construction. The additional design elements will also include bedding, backfill, and pavement replacement requirements, sewer mainline and lateral connections, abandonment of existing lines as needed, trenchless construction details, and sliplining information. Technical Specifications and the cost estimate will be updated to include the details and information developed for the 50% design plans. The anticipated sheet list is presented in **Table 2**.

1.	Title/Cover and Contents
2.	Symbols & Abbreviations
3.	General Notes
4.	Keymap
5.	Civil 1 - (Plan and Profile, 1" =40', 1000 feet +/- per sheet)
6.	Civil 2 - (Plan and Profile 2)
7.	Civil 3 - (Plan and Profile 3)
8.	Civil 4 - (Plan and Profile 4)
9.	Civil 5 - (Sliplining Plan)
10.	Civil 6 - (Details 1)
11.	Civil 7 - (Details 2)
12.	Civil 8 - (Details 3)
13.	Civil 9 - (Bypass Plan 1)
14.	Civil 10 - (Bypass Plan 2)

Table 2. PROPOSED SHEET LIST FOR PROJECT DESIGN

SECTION 3: SCOPE OF WORK UNDERSTANDING AND SCHEDULE

TASK 5: PIPELINE FINAL DESIGN SERVICES

The Final Design Services will be based on comments from the City and UPRR. Drawings and specifications will be completed to a final design level (90% design submittal) with all required details and information, including Traffic Control Drawings, if required (not included in our fee estimate), a proposed construction schedule, and final cost estimate. A constructability review will be provided at the 90% design submittal.

This 90% submittal will be reviewed by the City with final comments provided. KJ will include these final comments in the Final (100%) Design Package to the City suitable for public bid set.

TASK 6: PIPELINE BID PHASE SERVICES

Engineering services during the bid phase will include the following (based on an approximate 4-month duration):

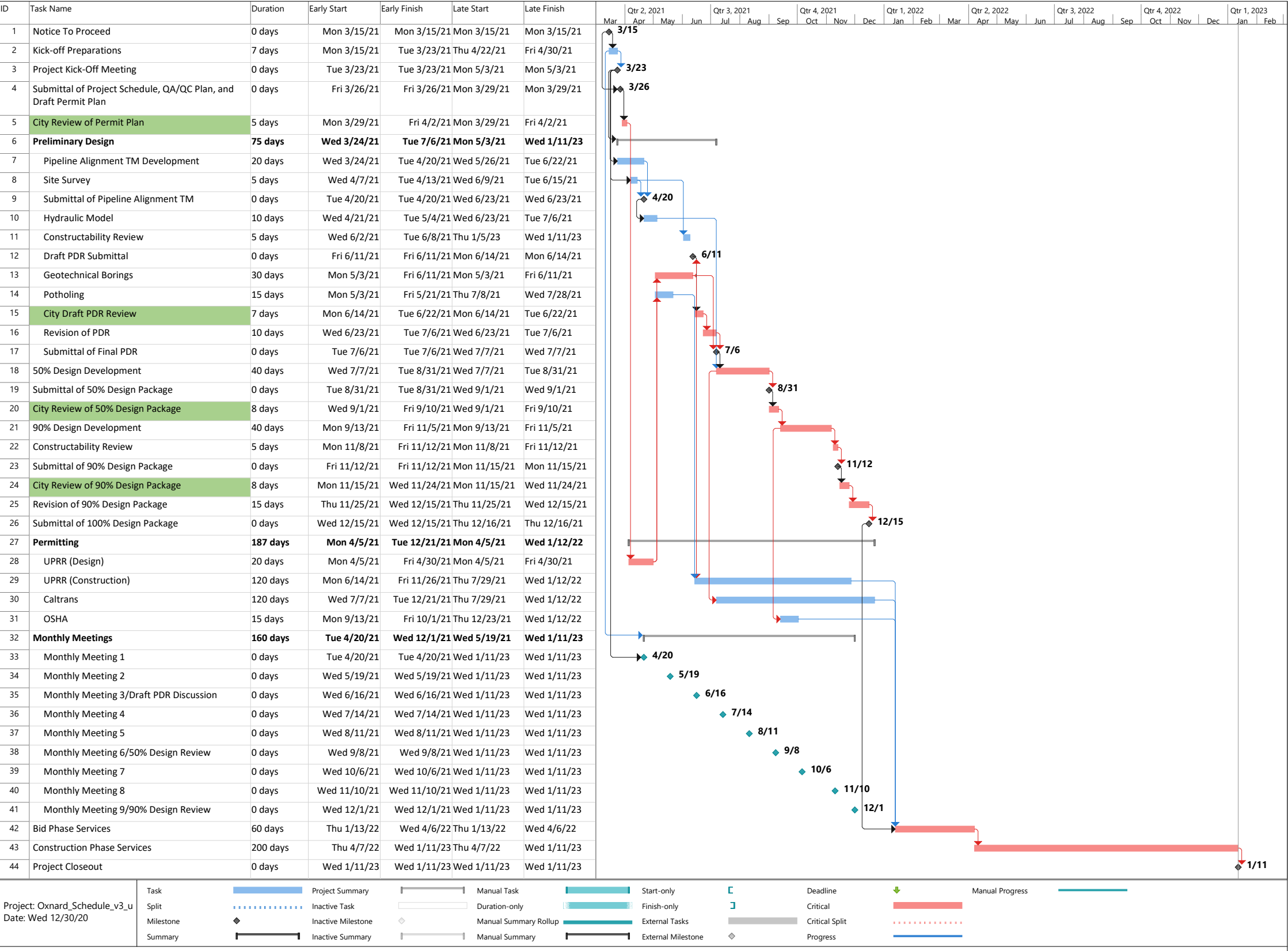
- KJ will provide assistance to the City during the project advertisement and award period. KJ assumes that there will be 4 Addenda prepared in response to requests for information (RFI) and requests for clarification (RFC) during this period. A total of 32 hours is assumed for budgeting effort.
- KJ will attend and participate in the mandatory pre-bid meeting. A total of 6 hours will be assumed for budgeting effort.
- KJ will incorporate all addenda issued during the Bid Period into a conformed set of contract documents and provide the number/size of sets as stipulated in the RFP.
- KJ shall provide the City with a written response to questions within two business days of questions received. The responses shall be provided in short memorandum format with the question and response shown. A log of the questions and responses shall also be kept.

TASK 7: PIPELINE CONSTRUCTION PHASE SERVICES

Engineering services during construction (ESDC) shall include the following (based on an approximate 9-month construction duration):

1. **Preconstruction Conference:** Attendance and participation in the Pre-Construction Conference.
2. **Project Meetings:** Attendance and participation in the Bi-Weekly Project Progress Meetings with the construction contractor and all Project stakeholders. Based on the assumed construction duration of 9 months, a total of 18 meetings at 2 hours per meeting for 36 hours total will be required.
3. **Submittal Review:** KJ shall review shop drawing and material submittals transmitted by the construction contractor. A total of 20 shop drawings are assumed for this review at 4 hours per shop drawing review, for a total of 80 hours of review.
4. **Response to RFIs/RFCs:** KJ shall review and respond to a total of 20 Contractor RFIs/RFCs combined, at 2 hours per response for a total of 40 hours.
5. **Change Order Review:** KJ shall review change order requests submitted by the construction contractor. Each request shall be reviewed and a formal statement made regarding entitlement and the merit of the contractor's request. KJ assumes a total of 5 Change Order Reviews at 5 hours per review for a total of 25 hours of review.
6. **Project Close-out:** KJ shall assist in the development of Project punch lists and coordinate the delivery of all Project-related documentation.
7. **Record Drawings:** KJ shall prepare a record drawing set based on the red-line drawings submitted by the construction contractor. The record drawings shall be prepared using a version of AutoCAD 2018 or later and shall be transmitted to the City within 30 calendar days of receipt of the contractor's red-line drawings. Electronic copies of the record drawings shall be submitted to the City in both AutoCAD and PDF formats. In addition, KJ shall submit three (3) hard copies of the record drawings on 22" x 34" (D Size) bond paper.

SECTION 3: SCOPE OF WORK UNDERSTANDING AND SCHEDULE



APPENDIX A: RESUMES OF KEY STAFF

City of Oxnard

Jeffrey T. Savard, P.E.

Project Manager

Education

BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, 1990

Registrations

Professional Civil Engineer, California (51156)

Memberships/Affiliations

American Public Works Association
Association of Water Agencies of Ventura County
Channel Counties Water Utilities Committee

Years of Experience

30 years

Professional Summary

Jeffrey (Jeff) Savard currently serves as Vice President of the firm and Office Leader for the Ventura County office. The majority of Jeff's experience has been with the planning and design of potable water, recycled water, and wastewater systems. This experience includes providing project management and engineering duties for concrete reservoirs (both conventional and prestressed), welded and bolted steel tanks, groundwater production wells, booster pumping stations, pipelines (including ductile iron, polyvinyl chloride, and welded steel), surface water treatment plants, groundwater treatment plants using pressure filtration and reverse osmosis, and water recycling facilities.

Jeff Savard has also worked on a variety of public works projects including the planning, design, construction administration, and resident engineering for treatment plants, pipelines, reservoirs, pump stations, drainage systems, sanitary sewer systems, recycled water systems, potable water systems, and various related projects. In addition, he has participated in groundwater management plans, urban water management plans, and potable and recycled water master plans, plus he has extensive experience in land surveying.

Project Experience

PLUM/PEAR SEWER REPLACEMENT, CARPINTERIA SANITARY DISTRICT, CARPINTERIA, CA |

PROJECT MANAGER | The project included replacement of approx. 600 feet of existing 10-inch diameter sewer pipeline between Highway 101 and the Union Pacific Railroad (UPRR) right-of-way to the south, and replacement/rehabilitation of approximately 1,380 feet of existing 10-inch to 15-inch diameter sewer pipeline running parallel to the UPRR right-of-way. The sewer pipeline on Plum Street and approximately 1,070 feet of sewer pipeline, to Sandyland Cove, was upsized to 15-inch diameter utilizing pipe bursting methods (~1,000 feet) and bore and jack construction (~70 feet) beneath the Santa Monica Creek. The existing 15-inch diameter sewer pipeline between Sandyland Cove Lane and the lift station was upgraded with a cured-in-place (CIP) liner. Considerable coordination efforts were required on the project with UPRR, the Santa Barbara County Flood Control District and the City of Carpinteria.

REDWOOD TRUNK SEWER PROJECT, CITY OF OXNARD, OXNARD, CA | PRINCIPAL-IN-CHARGE

Project includes designing approximately 50,000 feet of sewer pipeline ranging from 8 inch to 60 inch diameter. Also included was the replacement of a 10 MGD wastewater pump station.

RICE AVENUE/FIFTH STREET GRADE SEPARATION, CITY OF OXNARD, OXNARD, CA | PRINCIPAL-IN-CHARGE | As a subconsultant to WKE Engineering, KJ provided design services for relocating

existing utilities including 1,200 LF of 12-inch waterline, 1,800 LF of 36-inch water line, 3,600 LF of 30-inch waterline and 3,600 feet of sewer ranging in diameter from 24-inch to 36-inch, for a grade separation structure in the City of Oxnard along a portion of Caltrans ROW (HWY 34) and Rice Avenue. Additional work included protection of the proposed sewer line in a 30-foot tall embankment, and three (3) jack and bores of approximately 120 feet each underneath an existing Union Pacific Railroad Crossing.

BLENDING STATION NO. 3 TRANSMISSION MAINS, CITY OF OXNARD, OXNARD, CA | PROJECT MANAGER | Design of approximately 7,000 feet of conveyance pipeline with diameters ranging from 24-inch to 36-inch. The design also included conversion of approximately 4,500 feet of CMWD Oxnard Conduit to a UWCD water supply pipeline. Design of a bore and jack crossing at a busy intersection was also included.

430 ZONE TRANSMISSION MAIN, CITY OF VENTURA, VENTURA, CA | PROJECT MANAGER | The transmission main is 24-inch diameter welded steel pipe, approximately 12,000 feet long, located within the City's streets. A boring and jacking is also required under the 126 Freeway.

BACKBONE IMPROVEMENT PROGRAM: CALABASAS AND AGOURA HILLS ALIGNMENTS PROJECT, LAS VIRGENES MUNICIPAL WATER DISTRICT, CALABASAS, CA | TECHNICAL ADVISOR | Calabasas Pipeline: Assisted in the design of approximately 9,700 feet of 30 inch diameter CML&C steel pipeline. The project included an approximate 380 foot long 48-inch diameter bore and jack across Highway 101, major connections to the District's existing system, coordination with both the City of Calabasas and the County of Los Angeles, significant traffic control, and construction within easements with minimal access and size. Augora Hills Pipeline: Assisted in the design of approximately 2,200 feet of 18-inch diameter PVC and 9,300 feet of 16-inch diameter PVC pipeline. The project included an approximate 160 foot long 28-inch diameter bore and jack beneath the LACFCD's Cheesbro Canyon storm drain channel, an above ground crossing of the LACFCD's Medea Creek channel, connection to the District's Cornell Pump Station, archaeological monitoring during construction, coordination with both the City of Agoura Hills and the County of Los Angeles, and significant traffic control within several narrow construction corridors.

WEST VENTURA COUNTY EMERGENCY WATER INTERTIE (EMERGENCY INTERTIE), CITY OF OXNARD, OXNARD, CA | PROJECT ENGINEER | Project consisted of the preparation of preliminary design documents for the construction of the Emergency Intertie and preparation of the required documentation for compliance with CEQA.

CASTAIC CONDUIT RELOCATOIN, CASTAIC LAKE WATER AGENCY, SANTA CLARITA, CA | PROJECT ENGINEER | The project initially involved the design and construction of approximately 200 feet of new 54-inch welded steel pipe to replace a portion of the existing Castaic Conduit under a proposed roadway. Following construction, additional design documents were prepared to install the removed sections of the Castaic Conduit at an adjacent intersection for the future Castaic Conduit alignment. The Castaic Conduit is an existing 54-inch concrete cylinder pipe.

RECLAIMED WATER SYSTEM, CASTAIC LAKE WATER AGENCY, SANTA CLARITA, CA | PROJECT ENGINEER | Design of four miles of 16- to 36-inch reclaimed water pipeline. The project included three different pipe materials and two bridge crossings. Responsibilities also included coordinating the acquisition of pipeline easements and the preparation of legal descriptions.

William C. Yates, P.E.

QA/QC

Education

BS, Civil Engineering, Colorado State University,
1982
MS, Water Resources Planning and Management,
Colorado State University, 1987

Registrations

Professional Civil Engineer, California (48658)
Professional Civil Engineer, Oregon (85271)

Years of Experience

32 years

Professional Summary

William (Bill) Yates has a wide variety of experience in the water resources/civil engineering field. As Project Manager/Project Engineer, he has been responsible for many projects including water treatment, pipeline and pump station design, water storage facilities construction inspection, hydrological and geological studies, water well systems, hydrological analysis testing, storm sewer design, residential land development, airport site selection, and drainage basin, irrigation, and river modeling. In his career, Bill has designed more than 150,000 linear feet of large-diameter pipelines.

Project Experience

RECLAIMED WATER TRANSMISSION SYSTEM DESIGN AND CONSTRUCTION, CALLEGUAS

MUNICIPAL WATER DISTRICT, THOUSAND OAKS, CA | PROJECT MANAGER | Responsible for design and coordination of a 1,200 gpm pump station (expandable to 5,000 gpm) and transmission pipeline including 3,500 feet of 24-inch pipe and 4,500 feet of 10- and 12-inch pipe. The project included two hydropneumatic tanks, compressors, underground manifolds, connection to a chlorine contact basin, and sitework.

REDWOOD TRUNK SEWER PROJECT, CITY OF OXNARD, OXNARD, CA | PROJECT MANAGER |

Responsible for project management, coordination, and design of approximately 16,000 feet of 60 inch diameter gravity sewer, approximately 10,000 feet of 42-inch diameter gravity sewer, approximately 14,900 feet of 36-inch diameter gravity sewer, approximately 4,200 feet of 20-inch diameter force main and replacement of the Hemlock/Patterson Street Pump Station (Pump Station 29). Microtunnel design and construction was utilized for the 42 and 60-inch pipeline while the remaining pipe was constructed utilizing open cut techniques. The project also included bore and jack construction across several railroads and flood control channels, significant traffic control, connections to and abandonment of existing sewers and extensive dewatering. The estimated construction cost of the project was \$61.2 million.

LAKESHORE TRUNK SEWER DESIGN PROJECT, ELSINORE VALLEY MUNICIPAL WATER DISTRICT,

LAKE ELSINORE, CA | PROJECT MANAGER | Responsible for project management, coordination and design services for 7 miles of 54, 48, 42, and 33-inch trunk sewer at depths to 45 feet below grade. Approximately 30,000 feet of the pipe will be installed utilizing microtunneling methods. The pipeline will be bid in 3 packages.

CITY-WIDE WATER AND SEWER IMPROVEMENTS, CITY OF SANTA PAULA, SANTA PAULA, CA |

QA/QC REVIEWER | Provided senior review for our team's design of a pipeline replacement project for City of Santa Paula. The City-Wide project included replacement of 13,000 LF of 6- to 10-inch

potable water pipeline, 2,600 LF of sanitary sewer pipeline, and 900,000 square feet of street rehabilitation.

SUN CITY FORCE MAIN AND RECYCLED WATER PIPELINE REPLACEMENT, EASTERN MUNICIPAL WATER DISTRICT, RIVERSIDE COUNTY, CA | SENIOR ENGINEER | The Sun City Force Main included design and construction services for 30,000 feet of 30 and 36-inch sewer force main. Work included plan, profile, detail design, hydraulic analysis, specifications, utility location, and permit pulling.

PLUM/PEAR SEWER REPLACEMENT, CARPINTERIA SANITARY DISTRICT, CARPINTERIA, CA | PROJECT MANAGER | Managed a team to provide engineering design services for replacement of approximately 600 LF of existing 10-inch diameter sewer pipeline on Plum Street plus an additional 1,070 LF of sewer pipeline, which was upsized to 15-inch diameter using pipe bursting methods (about 1,000 LF) and bore and jack construction (about 70 LF) beneath the Santa Monica Creek. Design also included rehabilitation of approximately 1,380 LF of existing 10- to 15-inch diameter sewer pipeline using a cured-in-place (CIP) liner. Considerable coordination efforts were required on the project with UPRR, the Santa Barbara County Flood Control District and the City of Carpinteria.

NEWHALL LATERAL FACILITY REACH 2B MODIFICATIONS, SANTA CLARITA VALLEY WATER AGENCY, SANTA CLARITA, CA | PROJECT MANAGER | This condition assessment project included a technical memorandum which evaluated five inspection methods, including several visual, acoustic and electromagnetic methods, and determined the most appropriate method to provide the comprehensive condition of the Newhall Lateral Reach 2B. This 21-inch diameter pipeline is approximately 3,600 feet long and located along the South Fork Trail, adjacent to the Santa Clara River, on lands owned and controlled by the City of Santa Clarita (City) and Southern California Edison (SCE). Construction access to the pipeline and site along this reach required obtaining an Encroachment Permit from the City and entering into a Consent Agreement with SCE. Based on the evaluation, contract documents were prepared and completed for construction and inspection of Reach 2B. Following completion of the construction and inspection, a complete condition assessment of the Newhall Lateral Reach 2B pipeline was prepared and presented to the Agency.

BLENDING STATION NO. 3, CITY OF OXNARD, OXNARD, CA | PROJECT ENGINEER | Responsible for the planning, preliminary design, and final design of the wells and discharge and blending station piping including establishing design criteria, flow schematics, and performing preliminary and final design for one 3,000 gpm and two 2,500 gpm production wells, and preliminary design for a future 3,000 gpm production well. The facility included sodium hypochlorite system, ammonia system, pressure filters, office/lab, backwash tank, emergency generator, and fuel tank. One of the wells was also designed as an aquifer storage and recovery (ASR) well.

Raymond J. Lyons, P.E.

Project Engineer

Education

BA, Social Ecology, University of California at Irvine,
1990

Memberships/Affiliations

American Society of Civil Engineers (ASCE)
American Water Works Association (AWWA)

Registrations

Professional Civil Engineer, California (62157)

Years of Experience

26 years

Professional Summary

Raymond (Ray) joined KJ nearly 15 years ago, after a career as a civil designer/engineer for the Metropolitan Water District of Southern California. Projects at Metropolitan included Eastside Pipeline (9 miles of 144-inch welded steel pipe in Hemet, California), Inland Feeder (44 miles of combined 144-inch welded steel pipe and tunnels between Devil's Canyon and Hemet), the Diamond Valley Reservoir project (an 800,000-acre-foot reservoir including three earth and rock dams), and the Alameda Corridor (relocation of five water pipelines varying in diameter from 42 inches to 78 inches for the installation of a high-speed freight train channel between the Port of Los Angeles and downtown Los Angeles).

Ray previously worked with another consulting engineering firm where he served such clients as the Elsinore Valley Municipal Water District, City of Riverside, City of Redlands, Orange County Sanitation District, and Irvine Ranch Water District. Projects included both water pipelines varying in diameter from 12 inches to 60 inches, using various materials, such as PVC, steel, and ductile iron; and wastewater pipelines varying in diameter from 8 inches to 108 inches using various materials, such as RCP with PVC lining, PVC, VCP, and fiberglass-reinforced mortar pipe.

Project Experience

PLUM PEAR SEWER REPLACEMENT PROJECT, CARPINTERIA SANITARY DISTRICT, CARPINTERIA, CA | CIVIL ENGINEER | Performed as the Design Engineer for the rehabilitation and replacement of approximately 25,000 linear feet of 10-inch to 15-inch sewer pipe. The project included several trenchless methods for sewer replacement and rehabilitation, including pipe bursting approximately 1,600 feet of 10-inch pipe up to 16-inch in size, CIPP installation of approximately 300 linear feet of 15-inch VCP, and a 100 foot jack and bore underneath a Santa Barbara County Flood Control Channel. Approximately 1,400 linear feet of the project parallel an existing UPRR so coordination with UPRR was necessary to get additional easement space as a 25-foot right of entry for the sewer rehabilitation work.

SUN CITY FORCE MAIN AND RECYCLED WATER PIPELINE REPLACEMENT, EASTERN MUNICIPAL WATER DISTRICT, RIVERSIDE COUNTY, CA | CIVIL ENGINEER | The Sun City Force Main included design and construction services for 30,000 feet of 30 and 36-inch sewer force main. Work included writing the preliminary design report, plan, profile, detail design, hydraulic analysis, specifications, utility location, and permit pulling, and assisted with construction management. Project included three Jack and Bores varying in length between 50 feet to 160 feet underneath roads and Riverside County storm drain channels.

UPLAND INTERCEPTOR RELIEF SEWER PROJECT, PHASE II, INLAND EMPIRE UTILITIES AGENCY, FONTANA, CA | CIVIL ENGINEER | Phase 2 design and construction services for 25,000 feet of 30-inch trunk sewer in Ontario, California. Work included plan, profile, detail design, specification writing, utility location, construction support, and permit pulling. The project included five jack and bores varying between 50 to 150 feet in length underneath Union Pacific and Metrolink Railroad Tracks and one jack and bore underneath and existing San Bernardino County Flood Control Channel.

BENTON ROAD RECYCLED WATER RESERVOIR PROJECT, EASTERN MUNICIPAL WATER DISTRICT, RIVERSIDE COUNTY, CA | CIVIL ENGINEER | Responsible for the design of a 2.0 mg above ground, welded steel recycled water storage tank and approximately 8,000 LF of 24-inch diameter steel (CML&C) inlet/outlet recycled water pipeline. The pipeline connected to the existing recycled water pipeline in Winchester Road, which required jacking and boring in three separate locations along the pipeline instead of open cut trenching, including a Riverside County Flood Control Channel, State Highway 79, and a pair of Metropolitan Water District pipelines.

SAN MARCOS INTERCEPTOR SEWER DESIGN PROJECT, VALLECITOS WATER DISTRICT, SAN MARCOS, CA | CIVIL ENGINEER | Performed as the Project Engineer and Technical Advisor for the installation of approximately 25,000 linear feet of 30-inch to 42-inch trunk sewer pipe. The project included several trenchless methods, include 2000 feet of microtunnel underneath a sensitive property easement, 250 foot jack and bore underneath State Highway 78 near San Marcos Boulevard, a 100 foot microtunnel underneath a triple box culvert in the middle of an intersection, and sliplining 1,000 feet of existing 8-inch and 24-inch pipe with CIPP. Work included design of the plan and profile, bypass lines, diversion structures for the sewer, and technical review of the project.

PARAMOUNT PETROLEUM SVE CROSSING, PARAMOUNT PETROLEUM, BAKERSFIELD, CA | PROJECT ENGINEER | Performed as the Project Engineer for the installation of a 36-inch diameter casing underneath a pair of mainline BNSF tracks in the middle of the Paramount Petroleum Refinery in Bakersfield to allow a soil vapor extraction pipeline, several small water pipes, and several electrical conduits to cross the tracks. Design work included plan and profile, utility location, specification writing, assisting with the bids, and construction management.

ALISO CREEK LAND OUTFALL IMPLEMENTATION STUDY, SOUTH ORANGE COUNTY WASTEWATER AUTHORITY, ORANGE COUNTY, CA | CIVIL ENGINEER | Provided professional engineering services for the implementation study of the Aliso Creek Land Outfall. Determined the feasibility and cost of implementing a closed circuit television type inspection system. Updated the findings of the 2003 Tetra Tech study specific to replacing or rehabilitating Reach "B", including review of cut and cover pipeline replacement, sliplining, or pipe bursting. Determined the impact on existing operations of implementing either option. The Project consists of video inspection of existing manholes, permitting assistance, criticality, and determining rehabilitation alternatives.

Allen C. Shewey, P.E.

Trenchless Design

Education

BS, Civil Engineering, Oregon State University,
1974

Registrations

Professional Engineer, Montana (30453)
Professional Civil Engineer, Washington (17633)
Professional Civil Engineer, Oregon (09709)
Professional Civil Engineer, Nevada (20356)
Professional Civil Engineer, California (80160)

Certifications

Pipeline Assessment and Certification Program,
National Association of Sewer Service
Companies (NASSCO)

Memberships/Affiliations

North American Society for Trenchless Technology
American Water Works Association
American Society of Civil Engineers
Water Pollution Control Federation

Years of Experience

47 years

Professional Summary

Al Shewey's pipeline and pipeline rehabilitation experience extends to wastewater collection, water supply, drainage and irrigation systems. He specializes in large and complex pipeline projects that include use of open cut methods, tunneling, sliplining and cured-in-place pipe installations. He offers a wide range of expertise in piping systems and is KJs' leading advocate for the use of Trenchless Technologies for pipeline rehabilitation.

Al has been a member of the North American Society for Trenchless Technologies (NASTT) since 2000 and was the project engineer for the NASTT National Pipeline Rehabilitation Project of the Year in 2000. This winning project rehabilitated approximately 9,000 linear feet of 15-foot 4-inch diameter siphon originally constructed as a part of the Grand Coulee Dam construction program to irrigate Central and Eastern Washington.

Project Experience

ALVARADO 2ND PIPELINE REPLACEMENT, CITY OF SAN DIEGO, SAN DIEGO, CA | PRINCIPAL-IN-CHARGE | Work to date includes concept and preliminary design development of 5 potential trenchless crossings along Friars Road necessary to construct approximately 6.42 miles of new waterline. The trenchless crossings are required for a new 48-inch steel waterline, which comprises all of the Friars Road section. Crossings of freeways, rail corridors, large diameter storm drain culverts and a concrete bridge are required. Significant technical challenges at the tunnel depths include high groundwater, fine sands, cobbles and boulders, solid rock, concrete piers and heavy concrete wall bridge abutments. Finding a balance between open cut and tunneling while maintaining traffic flow and balancing construction requirements with business and residential use along the corridor is also a major consideration.

CITY OF LOS ANGELES, BUREAU OF ENVIRONMENTAL ENGINEERING (BOE)/BUREAU OF SANITATION, NAOMI STREET SEWER UPGRADE EVALUATION | TRENCHLESS PROJECT MANAGER | Project compared the different forms of Trenchless construction to open cut enlargement of two undersized sanitary sewers in an extremely congested utility corridor within Naomi Street, which was divided down the middle by a 75-inch diameter storm drain. The alignment also crossed the

Metrolink Blue Line railroad tracks. Trenchless options considered included auger boring, open shield pipe jacking, microtunneling, and pilot tube guided auger boring. The study concluded that pilot tube auger boring would be cost effective, while limiting impact to surrounding businesses, a local grade school and area homes. It also recognized that open cut construction would be a viable option, if impact to surrounding development could be mitigated.

SILICON VALLEY CLEAN WATER, FORCE MAIN RELIABILITY IMPROVEMENTS, ENGINEERING SUPPORT SERVICES FOR TUNNEL PROJECT DEVELOPMENT, REDWOOD CITY, CA | SENIOR ENGINEERING ADVISOR | Design development of a 17,000 linear foot, 15 foot diameter Tunnel Boring Machine (TBM) tunnel to contain an 11 foot diameter gravity sewer to convey flows from West Bay Sanitary District, and Cities of Redwood City, San Carlos and Belmont, California to the Silicon Valley Clean Water (SVCW) Wastewater Treatment Plant. Tunnel value \$206,000,000. SVCW was formally known as the South Bayside System Authority.

PENINSULA PIPELINES SEISMIC UPGRADES (PPSU) PHASE 3, SAN FRANCISCO PUBLIC UTILITIES COMMISSION, SAN MATEO COUNTY, CA | SENIOR ENGINEERING ADVISOR | Provided technical oversight and quality control services for seismic pipeline upgrades to increase reliability during seismic events. Design consisted of replacement of a pipeline placed within a steep slope in Stern Grove Park. Due to dense vegetation in the Park, approximately 130 feet of the pipeline was designed using trench-less construction methods. During design, various trenchless methods were considered, including (hand mining, jack and bore, open shield pipe jacking, and pipe ramming). Hand mining was selected by the Contractor during construction. Pipe diameter: 54-inch. Pipe material: steel. Pipe length: 585 feet.

SAN ANDREAS PIPELINE 2 (SAPL2) REPLACEMENT PROJECT, SAN FRANCISCO PUBLIC UTILITIES COMMISSION, SAN FRANCISCO, CA | SENIOR ENGINEERING ADVISOR | Provided quality control and technical advisory services for project to replace or improve a water transmission pipeline using sliplining and open-cut construction, with portions of the alignment located in an area with landslide potential. Pipe diameter: 54-inch. Pipe material: steel. Pipe length: 1.4 miles.

WEST TWAIN INTERCEPTOR REHABILITATION, CLARK COUNTY, WATER RECLAMATION DISTRICT, LAS VEGAS, NV | PROJECT ENGINEER | As Project Engineer served as the design lead for cured-in-place (CIPP) sewer design. Developed plans and specifications necessary to publicly bid and construct 4.8 miles of 24- and 33-inch CIPP under a major Las Vegas five-lane arterial. Major sewer bypass pumping and piping, including crossing of major NDOT signalized intersections was included in the work. Odor control was also designed for inclusion as part of the project.

PHASE 1, WILLOW HILL RAW WATER PIPELINE REHABILITATION PROJECT, CITY OF FOLSOM, FOLSOM, CA | PROJECT MANAGER | Allen was the Project Manager for the upgrade to potable water use and pressure of 7,000 feet of 30-inch concrete industrial waterline in the City of Folsom, California using 24 inch fusible PVC and HDPE pipe installed by sliplining methods within the host pipe.

RESUME

Lori E. Prentice, P.G., C.E.G.

OAKRIDGE GEOSCIENCE, INC.

EDUCATION:

B.S. Geology, University of Southern California, Los Angeles, 1980
Short Courses: Earth Retaining Structures; Slope Stability and Landslides; Erosion Control; Seismic Hazard Analysis; Excavation and Grading Code Administration, Inspection, and Enforcement

LICENSES AND CERTIFICATIONS:

Professional Geologist No. 7533, California 2003
Certified Engineering Geologist No. 2312, California 2004
California Division of Occupational Safety and Health (DOSH) 40-Hour Health and Safety Training for Hazardous Waste Sites; Current 8-Hour DOSH Refresher Course

PROFESSIONAL HISTORY:

Principal Engineering Geologist and President, Oakridge Geoscience, Inc., Camarillo, California, September 2014 to Present

Geotechnical site characterization; seismic hazard evaluations, including liquefaction potential, potential for strong ground shaking, fault rupture potential; fault evaluations, including trenching and mapping; landslide characterization, evaluation, and stabilization; geologic evaluations; groundwater well installation and logging; and geotechnical studies for pipelines, building and bridge foundations, reservoirs/dams, water and wastewater treatment facilities, oil/gas facilities, blasting, rock slope stability and stabilization, and forensic studies.

Principal Engineering Geologist, Fugro Consultants, Ventura, California, August 1990 to September 2014

RELEVANT PROJECT EXPERIENCE

Brine Disposal Pipeline, Water Replenishment District of Southern California, GHD/KEH Associates. Geotechnical study for an 1,800-foot long, 12-inch diameter HDPE pipeline near the San Gabriel River in Pico Rivera, California.

30-Inch Water Pipeline Crossing of US 101, Camrosa Water District, Perliter & Ingalsbe. Geotechnical study for a 225-foot-long, 42-inch diameter welded steel casing pipe and waterline under US101 in Camarillo, California using trenchless construction methods.

Stockton Road Tank Replacement, County of Ventura. Geotechnical design for a one-million-gallon, above grade, steel potable water storage tank and associated piping to replace the existing, aged facilities. The project design includes geotechnical evaluation and design parameters for soil mixing to increase the strength of foundation soils to resist settlement associated with earthquake-related dry seismic settlement.

RESUME

Lori E. Prentice, P.G., C.E.G.

OAKRIDGE GEOSCIENCE, INC.

Well No. 2 Iron and Manganese Removal Facilities, County of Ventura. Geotechnical design for a 30-foot-diameter reclaim tank, a 15- by 25-foot chemical containment area with canopy, a 45- by 25-foot filter and reclaim pump area, a 12- to 18-foot-wide asphalt driveway along the northern side of the site, and associated utilities and site improvements between the existing and new facilities. The proposed improvements will be constructed within the orchard directly adjacent to the eastern side of the existing well facility on Bradley Road.

Trenchless Pipeline Crossing of SR23, County of Ventura, Public Works Agency, Water and Sanitation Department. Geotechnical study to support the design and construction of a 100-foot-long, 12-inch-diameter, Class 305 AWWA C900, polyvinylchloride (PVC) recycled water pipeline in a 24-inch diameter welded steel casing pipe under State Route 23 (SR23, Walnut Canyon Road) north of Moorpark, California using trenchless construction methods with reporting in Caltrans format.

Palos Verdes Lateral, West Basin Municipal Water District, KEH Associates, Torrance-Palos Verdes, Los Angeles County. A geotechnical study to support the preliminary design and environmental assessment for Palos Verdes Lateral connection to provide recycled water from the existing Anza Lateral to the Palos Verdes Golf Course.

Woodard & Curran Company (Client)/Las Virgenes Municipal Water District-Triunfo Sanitation District (Joint Owners) | Pure Water Project Advanced Water Treatment Plant Siting Study; Calabasas, CA | 2017. Project Manager and engineering geologist for a geotechnical desktop study to evaluate potential sites for a new water purification plant in the eastern Los Angeles/western Ventura County area. The study will encompass regional geologic/geotechnical evaluation to cull potential sites followed by site-specific evaluations toward selection of final site recommendations.

Crown Hill Water Tank and Pump Station Project, City of Simi Valley, Perliter & Ingalsbe. Geotechnical study for a 1-million-gallon above ground, steel water storage tank and associated pump station and piping on a hillside site in Simi Valley, California. OGI is provided subsurface exploration, laboratory testing and geotechnical analyses to provide AWWA project design criteria for the water tank and pump station foundations.

RESUME

Lori E. Prentice, P.G., C.E.G.

OAKRIDGE GEOSCIENCE, INC.

Moorpark Tract 5187 Water Tank Geotechnical Review, Ventura County Public Works, Water & Sanitation Department. Third-party geotechnical review, evaluation, and consultation services, including geotechnical input associated with tank construction, tank foundation conditions, site grading, slope stability of graded and natural slopes, and pipeline construction.

Oak Park Recycled Water Pipeline Project, Triunfo Sanitation District, KEH Associates. Geotechnical study to support the design and construction of a 3,000-foot recycled water pipeline.

Ayers Avenue Sewer Pipeline Scale Evaluation, Ojai Valley Sanitary District. Evaluation of the subsurface geologic and groundwater conditions in the vicinity of the Ayers Avenue sewer alignment in an effort to determine the cause(s) of scale formation within the pipeline, evaluate potential mitigations that may be effective in curtailing or slowing future scale formation, and evaluate the geochemical and mineralogical properties of the existing scale for potential removal of the formed scale.

Emergency Generator Facility, Grimes Canyon Wellfield, Calleguas Municipal Water District. Geotechnical report to evaluate the subsurface geologic and geotechnical conditions for the proposed emergency generator facility and provide geotechnical recommendations for foundation design, site development, and grading for the new facility.

Tapia Wastewater Treatment Plant, RAS Pump Station Settlement Study, Las Virgenes Municipal Water District. OGI evaluated the apparent causes of the settlement for the 25-year old RAS Pump Station Addition by performing quarterly survey monitoring of the pump station to evaluate if settlement is continuing. Data from the survey monitoring was utilized by LVMWD to evaluate options including re-leveling of the existing pump station using pressure grouting/mud jacking or pump station replacement.

CMWD-LMWD Interconnect Project, Phoenix Engineering - Calleguas Municipal Water District Specification No. 450 – Preliminary geotechnical study to evaluate subsurface site conditions for a proposed 7,000-foot long, 24-inch diameter pipeline and associated pump/pressure reducing station.

Proposed Drill Cuttings Disposal Site Grimes Canyon Well Field, Calleguas Municipal Water District – Provided opinions on existing site conditions and proposed rehabilitation of earthen basin for use as drill cuttings holding/disposal site for deep monitoring wells.

RESUME

Lori E. Prentice, P.G., C.E.G.

OAKRIDGE GEOSCIENCE, INC.

PROFESSIONAL AFFILIATIONS:

- Geoprofessional Business Association
- Association of Engineering and Environmental Geologists
- Coast Geological Society, American Association of Petroleum Geologists, Past Vice President and Secretary
- American Council of Engineering Consultants of California - Channel Coast Chapter, Past President, Secretary, and Treasurer
- American Public Works Association - Ventura County Chapter, Past President, Education Chair, Secretary, Treasurer, and Vice President

TAB A: PROPOSAL CHECKLIST

City of Oxnard

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) Proposers 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: Kennedy/Jenks Consultants, Inc.

Service to provide: Professional Services for Oxnard Central Trunk Sewer Main Replacement Project

Main Point of Contact: Jeff Savard, P.E.

E-mail: JeffSavard@kennedyjenks.com

Phone: (805) 973-5719

Tab A Proposal Submission Checklist

General Proposer Information

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

	Page Number
☒ Tab A: Proposal Checklist (<i>this page</i>)	3
☒ Tab B: Acknowledgements	6
☒ Tab C: Company Profile/ Experience	8
☒ Tab D: Scope of Services	13
☒ Tab E: References	14
☒ Tab F: Cost/Budget Narrative	18
☒ Tab G: Proposer Attachment	19

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, Jeffrey T. Savard, a duly authorized agent for Kennedy/Jenks Consultants, Inc.

Printed Name of Agent/Officer

Name of Organization

hereby certify that Kennedy/Jenks Consultants, 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: January 7, 2021

Title of Agent/Officer: Vice President

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

TAB B: ACKNOWLEDGMENT

City of Oxnard

Tab B – Acknowledgement

1. Clarifications, Exceptions, or Deviations

All Proposer(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 has 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 “Proposer 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. Insurance
- d. Conflict of Interest
- e. Governing Law
- f. Assignability of Agreement

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

PROPOSER’S RESPONSE: No

2. Evidence of Insurability/Business Licenses

All Proposer(s) shall submit evidence of all required insurance. If awarded the contract the Proposer has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Proposer 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 company/firm/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 company/firm/contractor; 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 company/firm/contractor, 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 C: COMPANY PROFILE/EXPERIENCE

City of Oxnard

Tab C - Company Profile/Experience

This section of the proposal is designed to establish the proposer 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. Qualified Consultants should have expertise in developing emergency response plans, a history of working with municipal clients, and an understanding of the needs associated with operating a potable water system. Consulting services shall consist of all items of work necessary to complete the tasks outlined in the RFP.

The following information must be provided as follows:

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

<i>PROPOSER'S RESPONSE:</i> Kennedy/Jenks Consultants, Inc. (Corporation)
--

2. Company overview and disclosure of services or activities performed, including:
 - a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to any Oxnard 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. **PROPOSER'S RESPONSE:** Kennedy/Jenks Consultants is employee owned. Approximately 140 of our approximately 400 employees have purchased and hold approximately 78% of the outstanding shares of KJ. The Employee Stock Ownership Plan (ESOP) feature within the KJ Profit Sharing Retirement Plan (PSRP) holds approximately 22% of the outstanding shares. ESOP shares are allocated to accounts of PSRP Participants holding an interest in the ESOP investment. Approximately 180 of our approximately 400 employees currently hold an interest in the ESOP investment. Approximately 100 of those 180 employees also are employee investors. No KJ contributions have been made to any Oxnard elected officials.

b. **PROPOSER'S RESPONSE:** See the organizational charts under Tab G showing the company hierarchy (Attachment 1) and the proposed project team (Attachment 2).

c. **PROPOSER'S RESPONSE:** The company was founded 1919 and has been providing water and wastewater planning, design and construction management services since that time. Names under which the firm has operated are as follows:

Engineering Office of Clyde C. Kennedy (1919-1956)
Kennedy Engineers Inc. 12/22/71 a Partnership

After incorporation on 12/22/71 the corporation has changed its name on three occasions:

Kennedy Engineers, Inc. (12/22/71 – 9/19/79)
Kennedy/Jenks Engineers, Inc. (9/19/79 – 10/30/85)
Kennedy/Jenks/Chilton, Inc. (10/30/85 – 4/27/91)
Kenned/Jenks Consultants, Inc. (4/27/91 – Present)

d. **PROPOSER'S RESPONSE:** The work will be performed out of Kennedy/Jenks' Oxnard office located at 2775 Ventura Rd, #100, Oxnard, CA 93036. Eight employees are in the office.

3. An explanation of any litigation, current or within the last 5 years, involving the Proposer 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.

PROPOSER'S RESPONSE: KJ strives to satisfy our clients and meet the requirements of our agreements for services. Virtually all design for engineering involves job controversies during construction, which despite attention, occasionally give rise to negotiation, mediation, arbitration or litigation. Similar to consulting firms of our size and within our geographic area and fields of practice, KJ is and has been over its operating history a defendant in a few lawsuits. Our policy is to maintain insurance to protect our clients and practice, and pursue early resolution of claims through negotiation, mediation and other alternate dispute resolution methods. We have been very successful in our claims resolution activities, with a very few claims resolved by court judgements in our more than 100 years of operation. In the opinion of KJ management, the resolution of current claim or litigation matters will not have a material adverse effect upon the Company of our ability to perform the services required.

4. List the members of your organization who are authorized to negotiate the agreement. Please provide an email address for each individual listed.

PROPOSER'S RESPONSE: All company officers are authorized to negotiate agreements. Oxnard office Vice President and client service manager Jeff Savard has been designated as the company officer to negotiate this agreement.

5. **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.)

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

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

a. **PROPOSER'S RESPONSE:** Tab G. Attachment 3-7

b. **PROPOSER'S RESPONSE:** Tab G. Attachment 3-7

c. **PROPOSER'S RESPONSE:** Tab G. Attachment 3-7

d. **PROPOSER'S RESPONSE:** Tab G. Attachment 3-7

e. **PROPOSER'S RESPONSE:** Tab G. Attachment 3-7

Proposer can add as many sections to this response box as it needs to state all employees providing services.

6. **Certification of Non-Debarment**

The City of Oxnard will be receiving Federal or State Grant funds.

The potential proposer must go to the following website:

(<https://www.sam.gov/portal/public/SAM>) and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the City immediately if debarred at any time during the contract period.

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

- i. General Services Administration (GSA) Excluded Parties Lists System (EPLS)
- ii. 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.

PROPOSER'S RESPONSE: Tab G. Attachment 8

PROPOSER'S RESPONSE: KJ accepts

CERTIFICATIONS

As an authorized representative of my Firm/Company/Sole Proprietorship, I hereby attest that my Firm/Company/Sole Proprietorship is not excluded, ineligible, or terminated from participation in State or Federal programs and does not appear on any of the following lists:

- a. General Services Administration (GSA) Excluded Parties Lists System (EPLS)

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.

Signature:



Date: 1-7-2021

Title of Agent/Officer: Vice President

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

TAB D: SCOPE OF SERVICES

City of Oxnard

Tab D - Scope of Services

Summary of Services

This solicitation has a space provided below for response to proposal requirements and scope of services

See Section 7 of RFP for Scope of Services and Section 8 for Proposal Requirements

PROPOSER'S RESPONSE: Section 7 of the City's RFP included a detailed scope of work for the project. In accordance with the City's RFP requirements in Section 8, Section 3 of our proposal presents our understanding, approach and schedule associated with the City's scope of work. Section 3 of our proposal also provides additional information, assumptions and/or enhancements related to the City's scope of work based on our experience on similar projects. KJ understands the City's objective for this project and we will complete all tasks outlined in the City's scope of work based on our understanding and assumptions stated in our proposal within the 9 month design schedule requested by the City.

TAB E: REFERENCES

City of Oxnard

Tab E – References

All Proposer(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:	Vallecitos Water District
Address:	201 Vallecitos de Oro; San Marcos, CA 92069
Contact person:	James Gumpel, Principal Engineer
Email address:	jgumpel@vwd.or
Telephone address:	(760) 744-0460
Project name:	San Marcos Interceptor Replacement Project Phase 1 and 2
Dates worked performed:	10/2013 – 12/2017
Summary of scope of services:	Planning for the replacement of the existing San Marcos Interceptor Sewer initiated by the Vallecitos Water District (VWD) in 1999. Over the past 14 years, KJ has assisted VWD with planning, evaluation and design efforts for various portions of the San Marcos Interceptor Sewer. KJ was selected to plan and design what was then called the Twin Oaks Interceptor Replacement Project. The project replaces the 32-year-old, 21- and 42-inch-diameter pipe in San Marcos. One section of the alignment was selected for pipe bursting demonstration project to assess whether pipe bursting was a viable construction method to minimize environmental impacts to the creek as a condition of securing the requisite environmental permits. KJ provided a fast-track design of the Phase 1 sewer, which consisted of the replacement of 1,700 feet of an existing 24-inch-diameter Techite sewer with 39-inch-diameter VCP. The new sewer was designed and constructed within 150 days from the District's request. The design of Phase 2 sewer is anticipated for completion Summer 2019 and encompasses 1,500 feet of CIPP lining of existing 21-inch Techite sewer and 5,000 feet of new sewer. Existing manholes will be lined and coated.
Project cost:	\$550K

Reference 2	
Company name:	Eastern Municipal Water District
Address:	2270 Trumble Road, Perris, CA 92572
Contact person:	Erik Jorgensen, Senior Civil Engineer
Email address:	jorgense@emwd.org
Telephone address:	(951) 928-3777 x 4471
Project name:	Sky Canyon Sewer
Dates worked performed:	8/2017 – 4/2018
Summary of scope of services:	KJ is providing professional engineering services for the preliminary design of approximately 6,670 linear feet of a 36-inch diameter gravity sewer main system. Seven alignments were considered including Caltrans Right-of-Way, City of Temecula, City of Murrieta and undeveloped private property. The alignment analysis included preparing detailed construction cost estimates in areas where there were extensive utilities and rock excavation. The alignment analysis considered; public impacts, hydraulics, operation, right of way, permitting and impacts to traffic, businesses, residents and environment. KJ led several workshops with EMWD to present the alignments, costs and to provide recommendations to select the final alignment for preliminary design. Preliminary design efforts included topographic survey and right of way mapping, cost estimating, schedule preparation, utility base mapping, potholing, geotechnical investigations, hydraulics, horizontal and vertical alignment.
Project cost:	\$12.3M

Reference 3	
Company name:	Elsinore Valley Municipal Water District
Address:	31315 Chaney Street, Lake Elsinore, CA 92531
Contact person:	Jason Dafforn, Director of Engineering
Email address:	jdafforn@evmwd.net
Telephone address:	(951) 674-3146 x 8219
Project name:	Palomar Well Flushing Pipelines
Dates worked performed:	8/2016 – 3/2017
Summary of scope of services:	Elsinore Valley Municipal Water District (District) is in the process of replacing the existing Palomar Well which has been abandoned and is no longer in service. The properties around the well site do not currently have sanitary sewer service and utilizes septic tanks and septic fields for waste disposal. The District desires to provide sanitary sewer service to the area in order to eliminate any concerns regarding septic tanks and fields within the vicinity of the well. California Division of Drinking Water (DDW) guidelines require a 50-foot setback from a potable well to a sewer main, and a 100-foot setback to a septic tank or leach field. The previous pump to waste (flush) pipeline from the well discharged into an open field. The field is being developed and the District does not have easements for discharging water to the field. Therefore, a new pipeline is required so the pump to wastewater can be directed to an existing storm water channel. The District retained KJ to provide preliminary and final design services for the construction of approx. 2,000 LF of an 8-inch diameter sewer and approx. 2,500 LF of a 16-inch diameter pump-to-waste pipeline. Preliminary design included an alignment evaluation consisting of four alternatives to convey the water to the most optimal location considering cost, permitting requirements, right-of-way, and the potential to incorporate additional sewer service laterals to the system for future connections.
Project cost:	\$1.2M

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.

PROPOSER'S RESPONSE: Tab G. Attachment 9

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

PROPOSER'S RESPONSE: None

TAB F: COST PROPOSAL/BUDGET NARRATIVE

City of Oxnard

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, Proposers must provide fully inclusive blended rates, which are all-encompassing of the Proposer's project-related or supported expenses, including travel expenses. Proposers 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) Cost to be submitted in separate sealed envelope.

PROPOSER'S RESPONSE: Tab F – Cost Proposal/Budget Narrative submitted under separate file.

TAB G: PROPOSER ATTACHMENT

City of Oxnard

Tab G - Proposer Attachment

Any response that Proposers are finding difficulty pasting into the “Proposers Response” boxes in any section of the solicitation, proposers 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 Proposer’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 proposer 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.)

PROPOSER’S RESPONSE: Located in “Attachment 1”

2. Proof of non-profit status, if applicable

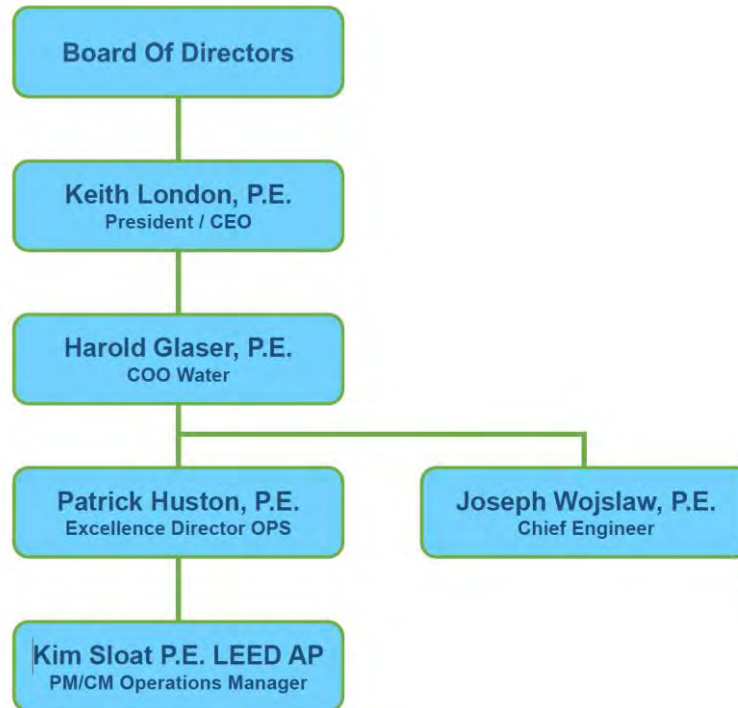
PROPOSER’S RESPONSE: Located in “Attachment 2”

Tab G - Any response that Proposers are finding difficulty pasting into the “Proposers Response” boxes in any section of the solicitation, proposers 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 Proposer’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	KJ Firm Organization Chart	67
Attachment 2	Team Organization Chart, Solicitation #PW21-27	68
Attachment 3	Jeff Savard Resume	69
Attachment 4	Bill Yates Resume	70
Attachment 5	Ray Lyons Resume	71
Attachment 6	Al Shewey Resume	72
Attachment 7	Lori Prentice (Oakridge Geoscience) Resume	73
Attachment 8	Certification of Non-Debarment	74
Attachment 9	List of Contracts Awarded in Last Three Years	79

ATTACHMENT 1: KJ Firm Organization Chart



ATTACHMENT 2: Team Organization Chart, SOLITITATION #PW 21-27



ATTACHMENT 3 – Resumes

JEFFREY T. SAVARD, PE

Position Title: Project Manager

Current Responsibilities:

Jeffrey (Jeff) Savard currently serves as Vice President of the firm and Office Leader for the Ventura County office. The majority of Jeff's experience has been with the planning and design of potable water, recycled water, and wastewater systems.

Qualifications/Experience:

PLUM/PEAR SEWER REPLACEMENT, CARPINTERIA SANITARY DISTRICT, CARPINTERIA, CA | PROJECT MANAGER | The project included replacement of approx. 600 feet of existing 10-inch diameter sewer pipeline between Highway 101 and the Union Pacific Railroad (UPRR) right-of-way to the south, and replacement/rehabilitation of approximately 1,380 feet of existing 10-inch to 15-inch diameter sewer pipeline running parallel to the UPRR right-of-way. The sewer pipeline on Plum Street and approximately 1,070 feet of sewer pipeline, to Sandyland Cove, was upsized to 15-inch diameter utilizing pipe bursting methods (~1,000 feet) and bore and jack construction (~70 feet) beneath the Santa Monica Creek. The existing 15-inch diameter sewer pipeline between Sandyland Cove Lane and the lift station was upgraded with a cured-in-place (CIP) liner. Considerable coordination efforts were required on the project with UPRR, the Santa Barbara County Flood Control District and the City of Carpinteria.

REDWOOD TRUNK SEWER PROJECT, CITY OF OXNARD, OXNARD, CA | PRINCIPAL-IN-CHARGE | Project includes designing approximately 50,000 feet of sewer pipeline ranging from 8 inch to 60 inch diameter. Also included was the replacement of a 10 MGD wastewater pump station.

RICE AVENUE/FIFTH STREET GRADE SEPARATION, CITY OF OXNARD, OXNARD, CA | PRINCIPAL-IN-CHARGE | As a subconsultant to WKE Engineering, KJ provided design services for relocating existing utilities including 1,200 LF of 12-inch waterline, 1,800 LF of 36-inch water line, 3,600 LF of 30-inch waterline and 3,600 feet of sewer ranging in diameter from 24-inch to 36-inch, for a grade separation structure in the City of Oxnard along a portion of Caltrans ROW (HWY 34) and Rice Avenue. Additional work included protection of the proposed sewer line in a 30-foot tall embankment, and three (3) jack and bores of approximately 120 feet each underneath an existing Union Pacific Railroad Crossing.

BLENDING STATION NO. 3 TRANSMISSION MAINS, CITY OF OXNARD, OXNARD, CA | PROJECT MANAGER | Design of approximately 7,000 feet of conveyance pipeline with diameters ranging from 24-inch to 36-inch. The design also included conversion of approximately 4,500 feet of CMWD Oxnard Conduit to a UWCD water supply pipeline. Design of a bore and jack crossing at a busy intersection was also included.

Education:

BS, Civil Engineering, California Polytechnic State University, 1990

Registrations:

Professional Civil Engineer, California (51156)

ATTACHMENT 4 – Resumes

William C. Yates, PE
Position Title: QA/QC

Current Responsibilities:

Bill Yates serves as Project Manager/Project Engineer in KJs' Oxnard office. He currently manages several projects for Southern California clients, including the City of Oxnard's Hueneme Recycled Water Pipeline Phase II and the Rice Avenue/5th Street Grade Separation project.

Qualifications/Experience:

RECLAIMED WATER TRANSMISSION SYSTEM DESIGN AND CONSTRUCTION, CALLEGUAS MUNICIPAL WATER DISTRICT, THOUSAND OAKS, CA | PROJECT MANAGER | Responsible for design and coordination of a 1,200 gpm pump station (expandable to 5,000 gpm) and transmission pipeline including 3,500 feet of 24-inch pipe and 4,500 feet of 10- and 12-inch pipe. The project included two hydropneumatic tanks, compressors, underground manifolds, connection to a chlorine contact basin, and sitework.

REDWOOD TRUNK SEWER PROJECT, CITY OF OXNARD, OXNARD, CA | PROJECT MANAGER | Responsible for project management, coordination, and design of approximately 16,000 feet of 60 inch diameter gravity sewer, approximately 10,000 feet of 42-inch diameter gravity sewer, approximately 14,900 feet of 36-inch diameter gravity sewer, approximately 4,200 feet of 20-inch diameter force main and replacement of the Hemlock/Patterson Street Pump Station (Pump Station 29). Microtunnel design and construction was utilized for the 42 and 60-inch pipeline while the remaining pipe was constructed utilizing open cut techniques. The project also included bore and jack construction across several railroads and flood control channels, significant traffic control, connections to and abandonment of existing sewers and extensive dewatering. The estimated construction cost of the project was \$61.2 million.

LAKESHORE TRUNK SEWER DESIGN PROJECT, ELSINORE VALLEY MUNICIPAL WATER DISTRICT, LAKE ELSINORE, CA | PROJECT MANAGER | Responsible for project management, coordination and design services for 7 miles of 54, 48, 42, and 33-inch trunk sewer at depths to 45 feet below grade. Approximately 30,000 feet of the pipe will be installed utilizing microtunneling methods. The pipeline will be bid in 3 packages.

CITY-WIDE WATER AND SEWER IMPROVEMENTS, CITY OF SANTA PAULA, SANTA PAULA, CA | QA/QC REVIEWER | Provided senior review for our team's design of a pipeline replacement project for City of Santa Paula. The City-Wide project included replacement of 13,000 LF of 6- to 10-inch potable water pipeline, 2,600 LF of sanitary sewer pipeline, and 900,000 square feet of street rehabilitation.

Education:

BS, Civil Engineering, Colorado State University, 1982
MS, Water Resources Planning and Management, Colorado State University, 1987

Registrations:

Professional Civil Engineer, California (48658)
Professional Civil Engineer, Oregon (85271)

ATTACHMENT 5 – Resumes

Raymond L. Lyons, PE
Position Title: Project Engineer

Current Responsibilities:

Raymond (Ray) joined KJ nearly 15 years ago, after a career as a civil designer/engineer for the Metropolitan Water District of Southern California.

Qualifications/Experience:

PLUM PEAR SEWER REPLACEMENT PROJECT, CARPINTERIA SANITARY DISTRICT, CARPINTERIA, CA | CIVIL ENGINEER | Performed as the Design Engineer for the rehabilitation and replacement of approximately 25,000 linear feet of 10-inch to 15-inch sewer pipe. The project included several trenchless methods for sewer replacement and rehabilitation, including pipe bursting approximately 1,600 feet of 10-inch pipe up to 16-inch in size, CIPP installation of approximately 300 linear feet of 15-inch VCP, and a 100 foot jack and bore underneath a Santa Barbara County Flood Control Channel. Approximately 1,400 linear feet of the project parallel an existing UPRR so coordination with UPRR was necessary to get additional easement space as a 25-foot right of entry for the sewer rehabilitation work.

SUN CITY FORCE MAIN AND RECYCLED WATER PIPELINE REPLACEMENT, EASTERN MUNICIPAL WATER DISTRICT, RIVERSIDE COUNTY, CA | CIVIL ENGINEER | The Sun City Force Main included design and construction services for 30,000 feet of 30 and 36-inch sewer force main. Work included writing the preliminary design report, plan, profile, detail design, hydraulic analysis, specifications, utility location, and permit pulling, and assisted with construction management. Project included three Jack and Bores varying in length between 50 feet to 160 feet underneath roads and Riverside County storm drain channels.

UPLAND INTERCEPTOR RELIEF SEWER PROJECT, PHASE II, INLAND EMPIRE UTILITIES AGENCY, FONTANA, CA | CIVIL ENGINEER | Phase 2 design and construction services for 25,000 feet of 30-inch trunk sewer in Ontario, California. Work included plan, profile, detail design, specification writing, utility location, construction support, and permit pulling. The project included five jack and bores varying between 50 to 150 feet in length underneath Union Pacific and Metrolink Railroad Tracks and one jack and bore underneath and existing San Bernardino County Flood Control Channel.

BENTON ROAD RECYCLED WATER RESERVOIR PROJECT, EASTERN MUNICIPAL WATER DISTRICT, RIVERSIDE COUNTY, CA | CIVIL ENGINEER | Responsible for the design of a 2.0 mg above ground, welded steel recycled water storage tank and approximately 8,000 LF of 24-inch diameter steel (CML&C) inlet/outlet recycled water pipeline. The pipeline connected to the existing recycled water pipeline in Winchester Road, which required jacking and boring in three separate locations along the pipeline instead of open cut trenching, including a Riverside County Flood Control Channel, State Highway 79, and a pair of Metropolitan Water District pipelines.

Education:

BA, Social Ecology, University of California at Irvine, 1990

Registrations:

Professional Civil Engineer, California (62157)

ATTACHMENT 6 – Resumes

Allen C. Shewey, PE
Position Title: Trenchless Design

Current Responsibilities:

At Shewey's pipeline and pipeline rehabilitation experience extends to wastewater collection, water supply, drainage and irrigation systems. He specializes in large and complex pipeline projects that include use of open cut methods, tunneling, sliplining and cured-in-place pipe installations.

Qualifications/Experience:

ALVARADO 2ND PIPELINE REPLACEMENT, CITY OF SAN DIEGO, SAN DIEGO, CA | PRINCIPAL-IN-CHARGE | Project includes design of approximately 6.5 miles of 48-inch and 30-inch water conveyance transmission pipeline, replacement of approximately 4,000 LF of 12-inch and 16-inch water conveyance pipelines, and pressure reducing station (PRS). The pipeline alignments are located primarily within heavily traveled public road rights-of-way and incorporates multi-agency coordination and permitting, open-cut trench and trenchless construction methods.

PENINSULA PIPELINES SEISMIC UPGRADES, SAN FRANCISCO PUBLIC UTILITIES COMMISSION, SAN MATEO COUNTY, CA | SENIOR ENGINEERING ADVISOR | Provided technical oversight and quality control services for seismic pipeline upgrades to increase reliability during seismic events. Design consisted of replacement of a pipeline placed within a steep slope in Stern Grove Park. Due to dense vegetation in the Park, approximately 130 feet of the pipeline was designed using trench-less construction methods. During design, various trenchless methods were considered, including (hand mining, jack and bore, open shield pipe jacking, and pipe ramming). Hand mining was selected by the Contractor during construction. Pipe diameter: 54-inch. Pipe material: steel. Pipe length: 585 feet.

SEWER IMPROVEMENTS, CITY OF REEDSPORT, REEDSPORT, OR | TASK LEADER | Trenchless Technology Alternatives Analysis Leader for development of a range of technologies to replace 290 concrete sewer service laterals and associated mainline connections. The initial phase of the wastewater collection system evaluation considered leaking and deteriorated concrete service laterals that were originally constructed in the 1920s, followed by reconnection to an HDPE mainline insert in 1978. KJ offered three solutions to replace the public service lateral to the property line. These solutions included CIPP service lateral lining, pipe bursting of service laterals and open-cut excavation. The City ultimately chose an open-cut method to replace the service laterals.

Education:

BS, Civil Engineering, Oregon State, University, 1974

Registrations:

Professional Engineer, Montana (30453)
Professional Civil Engineer, Washington (17633)
Professional Civil Engineer, Oregon (09709)
Professional Civil Engineer, Nevada (20356)
Professional Civil Engineer, California (80160)

ATTACHMENT 7 – Resumes

Lori E. Prentice

Position Title: Geotechnical

Current Responsibilities:

Lori Prentice is an Engineering Geologist and President with Oakridge Geoscience, Inc., providing engineering services for pipeline projects.

Qualifications/Experience:

BRINE DISPOSAL PIPELINE, WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA, GHD/KEH ASSOCIATES. Geotechnical study for an 1,800-foot long, 12-inch diameter HDPE pipeline near the San Gabriel River in Pico Rivera, California.

30-INCH WATER PIPELINE CROSSING OF US 101, CAMROSA WATER DISTRICT, PERLITER & INGALSBE. Geotechnical study for a 225-foot-long, 42-inch diameter welded steel casing pipe and waterline under US101 in Camarillo, California using trenchless construction methods.

STOCKTON ROAD TANK REPLACEMENT, COUNTY OF VENTURA. Geotechnical design for a one-million-gallon, above grade, steel potable water storage tank and associated piping to replace the existing, aged facilities. The project design includes geotechnical evaluation and design parameters for soil mixing to increase the strength of foundation soils to resist settlement associated with earthquake-related dry seismic settlement.

WELL NO. 2 IRON AND MANGANESE REMOVAL FACILITIES, COUNTY OF VENTURA. Geotechnical design for a 30-foot-diameter reclaim tank, a 15- by 25-foot chemical containment area with canopy, a 45- by 25-foot filter and reclaim pump area, a 12- to 18-foot-wide asphalt driveway along the northern side of the site, and associated utilities and site improvements between the existing and new facilities. The proposed improvements will be constructed within the orchard directly adjacent to the eastern side of the existing well facility on Bradley Road.

TRENCHLESS PIPELINE CROSSING OF SR23, COUNTY OF VENTURA, PUBLIC WORKS AGENCY, WATER AND SANITATION DEPARTMENT. Geotechnical study to support the design and construction of a 100-foot-long, 12-inch-diameter, Class 305 AWWA C900, polyvinylchloride (PVC) recycled water pipeline in a 24-inch diameter welded steel casing pipe under State Route 23 (SR23, Walnut Canyon Road) north of Moorpark, California using trenchless construction methods with reporting in Caltrans format.

Education:

BS, University of Southern California, Los Angeles, 1980

Registrations:

Professional Geologist, California (7533)

Certified Engineering Geologist, California (2312)



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KENNEDY/JENKS CONSULTANTS, INC.
 DUNS: 018253937 CAGE Code: 6EC24
 Status: Active
 Expiration Date: 03/11/2021
 Purpose of Registration: All Awards

100 RICHARDS ST STE 528
 HONOLULU HI 96813-4625
 UNITED STATES

Entity Overview

Entity Registration Summary

Name: KENNEDY/JENKS CONSULTANTS, INC.
Business Type: Business or Organization
Last Updated By: Andrew Bailey
Registration Status: Active
Activation Date: 03/11/2020
Expiration Date: 03/11/2021

Exclusion Summary

Active Exclusion Records? No



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Kennedy/Jenks Consultants, Inc.
DUNS: 046524260 CAGE Code: 9B0422
Status: Active
Expiration Date: 06/24/2021
Purpose of Registration: All Awards

200 2ND ST STE 400 S
San Francisco, CA 94107-3160
UNITED STATES

Entity Overview

Entity Registration Summary

Name: Kennedy/Jenks Consultants, Inc.
Doing Business As: Kennedy Jenks
Business Type: Business or Organization
Last Updated By: Andrew Bailey
Registration Status: Active
Activation Date: 06/24/2020
Expiration Date: 06/24/2021

Exclusion Summary

Active Exclusion Records? No



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Entity Dashboard

CAMBRIDGE GEOSCIENCE, INC.

DUNS: 025156023 CAGE Code: 7E214

Status: Expired

Expiration Date: 07/31/2018

Purpose of Registration: All Awards

UNITED STATES

- Entity Overview

Entity Registration

► Core Data

► Assertions

▶ Reps & Certs

POCs

Exclusions

► Active Exclusions

► Inactive Exclusions

▶ Excluded Family Members

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Entity Overview

Entity Registration Summary

Name: OAKRIDGE GEOSCIENCE, INC.

Business Type: Business or Organization

Last Updated By: Craig Prentice

Registration Status: Expired

Activation Date: 07/11/2017

Expired On: 07/11/2018

Exclusion Summary

Active Exclusion Records? No





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No records found.

Result Page:

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Entity Dashboard

UNDERGROUND SOLUTIONS, INC.
DUNS: 804710684 CAGE Code: 3GAL6
Status: Active
Expiration Date: 05/14/2021
Purpose of Registration: All Awards

Entity Overview

Entity Registration

Core Data

► Assertions

► Reps & Certs

POCs

Exclusions

► Active Exclusions

► Inactive Exclusions

Excluded Family Members

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Entity Overview

Entity Registration Summary

Name: UNDERGROUND SOLUTIONS, INC

Business Type: Business or Organization

Last Updated By: Eric Davis

Registration Status: Active

Activation Date: 05/14/2020

Expiration Date: 05/14/2021

Exclusion Summary

Active Exclusion Records? No



ATTACHMENT 9 – List of CM Contracts Awarded in Last Three Year

Project Name	Project Award Date	Type of Services	Dollar Amount of Service Provided	Location	Contracting Company	Contact Name	Phone Number
State Water Interconnection Study	2017	Planning	\$575,284	Ventura, CA	City of San Buenaventura	Susan Rungren, P.E., General Manager	(805) 652-4523
Twin Lakes Pump Station Pipeline Project	2017	Design / Construction Support	\$414,270	Calabasas, CA	Las Virgenes Municipal Water District	Eric Schlageter Senior Engineer	(805) 251-2142
Central Trunk Sewer Manhole Replacement	2019	Bidding Services	\$115,895	Oxnard, CA	City of Oxnard	Tatiana Arnaout, City Engineer	(805) 385-8341
Rice Avenue / Fifth Street Grade Separation	2019	Design	\$348,604	Oxnard, CA	WKE, Inc/City of Oxnard	Henry Tong	(714) 953-1005
Diamond Drive Force Main	2018	Design	\$241,000	Lake Elsinore, CA	Carollo Engineers	Miko AivazianVice President	(213)279-3319
LADWP Crossing for the Golden Valley Road Waterline Extension	2018	Engineering / Design	\$59,864	Santa Clarita, CA	Santa Clarita Valley Water Agency	Brent Payne, P.E., Principal Engineer	(661) 964-3991
Mission Oaks Sewer Replacement, Phase I	2019	On-Call	\$276,117	Camarillo, CA	Camarillo Sanitary District	Andrew Grubb, Districts Project Manager	(805) 388-5344
Cactus Corridor Pipeline Design	2020	Design	\$879,777	Perris, CA	Eastern Municipal Water District	Greg Kowalski, Principal Civil Engineer	(951)928-3777 ext. 4466
Casitas-Ventura Interconnection Preliminary Design	2019	Planning	\$249,255	Oak View, CA	Casitas Municipal Water District	Julia Aranda, Engineering Manager	(805) 649-2551 ext. 107

Contact Information

Address:

2775 North Ventura Road
Suite 100
Oxnard, California 93036

Contact:

Jeff Savard, P.E.
Vice President
(805) 973-5700

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works/Engineering

Date: March 16, 2021

Project/Program

Manager: Tatiana Arnaout

Phone: x8341

Reason for Appropriation:

Budget appropriation to fund Agreement A-8303 with Kennedy/Jenks Consultants, Inc. for the Central Trunk Sewer Main Replacement project (Project No. 206602)

Accounts and Descriptions

AMOUNT

Fund: 611 W/W COLLECTION OPERATING

Expenditures/Transfers Out

PROJECT 206602 CENTRAL TRUNK SEWER PIPE RPLC

611-6631-821.82-09 SVCS - OTHER PROFESSIONAL 142,428

Sub-total Expenditures 142,428

Net Change to Fund Balance (142,428)

Net Appropriation Change 142,428

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.3

DATE: March 16, 2021

TO: City Council

FROM: Vyto Adomaitis, Community Development Director, (805) 385-7868, vyto.adomaitis@oxnard.org

SUBJECT: Ormond Beach Wetlands Area Caretaker Services Agreement.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an agreement with Walter Fuller (9132-21-CD) for a two year contract from July 1, 2021 through June 30, 2023, with an option for a third year from July 1, 2023 to June 30, 2024 for occupancy of a City-owned mobile home and the provision of caretaker services at Ormond Beach. (This item did not originate in Committee.)

BACKGROUND

On February 11, 2014, the City Council approved several Measure O funded projects, which included appropriating \$50,000 toward enhancement activities at the Ormond Beach wetlands area. Inclusive of the approved enhancement activities was the City Council's direction to staff to establish an Agreement for caretaker services at the Ormond Beach area to ensure ongoing stewardship and viability of these resources. On June 17, 2014, the City Council approved and authorized the Mayor to execute an Agreement (A-7685) with Walter Fuller to secure caretaker services for the term commencing on July 1, 2014 until June 30, 2017, with an option given to Walter Fuller for an additional one year term. On May 11, 2017, the Mayor executed an Amendment to Agreement A-7685 authorizing the one-year extension conditioned to expire on June 30, 2018.

On June 5, 2018, the City Council approved and authorized the Mayor to execute a second Agreement with Walter Fuller (A-8066) to secure caretaker services for the term commencing on July 1, 2018 until June 30, 2020, with an option given to Walter Fuller for an additional one year term (contract to terminate on June 30, 2021). On March 21, 2020, Walter Fuller notified the City of his desire to continue to carry out his function as caretaker in the Ormond Beach wetlands area. Staff has prepared a new caretaker agreement (9132-21-CD) conditioned to expire on June 30, 2023 with an option granted to Walter Fuller to extend the caretaker agreement an additional one year term (June 30, 2024). If approved by the City Council, Walter Fuller would continue to provide the same caretaker services, he would continue to occupy the mobile home, and the City would continue to cover maintenance and electricity costs for the mobile home.

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 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5a. Develop and implement a sustainability program.

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

Measure O funds (Project 14IN02) provides \$15,000 a year to support ongoing enhancement activities to the Ormond Beach wetlands area. In addition to other Ormond enhancement support efforts, these Measure O funds pay for the maintenance of the mobile home and associated electricity costs. On average, annual maintenance costs for the mobile home are approximately \$2,400, and \$950 for associated electricity costs for a total cost of \$3,350. Pursuant to the agreement, Mr. Fuller receives no financial compensation from the City. In exchange for his right to occupy the premises, he agrees to perform these caretaking services for the City.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Isidro Figueroa, Principal Planner

ATTACHMENTS

1. Caretaker Agreement (9132-21-CD)

CARETAKER AGREEMENT

THIS CARETAKER AGREEMENT (“**Agreement**”) is made as of June ____, 2021, by and between the CITY OF OXNARD, a municipal corporation (“**City**”) and Walter Fuller, an independent contractor (“**Caretaker**”). City and Caretaker are sometimes hereinafter referred to as a “**Party**” and collectively as the “**Parties**.”

A. City is the owner of certain real property located adjacent to Ormond Beach in the City of Oxnard, County of Ventura, State of California, and is more specifically described and depicted in **Exhibit A**, which is attached hereto and incorporated herein by this reference (the “**Property**”).

B. City is also owner of a mobile home, which is located on the Property and is more specifically described as an EVO by Forest River, Model CSJT2250 and depicted in **Exhibit A** (“the **Premises**”).

C. The Property is devoted to and held for ultimate use for park and recreational purposes.

D. City desires to enhance the Property for recreational purposes for the benefit of the public.

E. Caretaker wishes to reside in the Premises to further the purpose of enhancing the Property for recreational purposes for the benefit of the public.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS CONTAINED HEREIN, AND FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. **Lease of the Premises.** City hereby leases to Caretaker and Caretaker hereby leases from City the Premises pursuant to the covenants, provisions and conditions set forth herein.

2. **Use.** The Premises shall be used and occupied by Caretaker to be used exclusively as a single-family residence and to conduct the caretaker services contemplated herein; provided, however, no part of the Premises shall be used at any time during the period of occupancy for the purpose of carrying on any other business, profession or trade of any kind. Sole occupancy by any person other than the Caretaker named above for a period of more than ten (10) days in any six-month period is prohibited and shall be considered a breach of this Agreement.

3. **Term.** This Agreement shall commence on July 1, 2021 and shall continue in effect until June 30, 2023, unless earlier terminated pursuant to this Agreement. City grants to Caretaker an option to extend the term of this Agreement for one additional one-year term, provided that Caretaker is fully in compliance with the terms of this Agreement. In the event Caretaker wishes to exercise the option herein granted, Caretaker shall notify the City, in writing at least sixty (60) days prior to the expiration of the term.

4. **Caretaker Services.** Caretaker shall receive no financial compensation from City as a result of this Agreement. In exchange for the right to occupy the Premises, Caretaker shall perform the following services for City:

- i. Provide security during the term of this Agreement on a schedule that he deems appropriate.
- ii. Immediately report to the City's General Services Division (805-385-7951) and, if appropriate, to the appropriate law enforcement agency, any and all unusual activities occurring within the Property.

Caretaker shall commence performance of the foregoing services immediately after both parties have executed this Agreement.

5. **No Agency, Employee, or Representative Relationship.** For all purposes arising under this Agreement, Caretaker and each and every employee, agent, servant, partner, shareholder, contractor, and subcontractor of Caretaker shall not be for any purpose of this Agreement, an employee, agent or representative of City. The following shall apply under this Agreement:

a. Caretaker shall determine the method, details and means of performing the services to be provided by Caretaker as described in this Agreement.

b. Caretaker shall be responsible to City for the requirements and results specified in this Agreement and shall not be subject to City's control with respect to the means, methods, physical actions or activities of Caretaker in fulfillment of the services to be provided by Caretaker.

c. Caretaker is not, and shall not be entitled to receive from, or through the City and City shall not provide, or be obligated to provide, the Caretaker with worker's compensation coverage, unemployment insurance coverage or any other type of employee or workers insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of City.

d. Caretaker shall not be entitled to have City withhold or pay and City shall not withhold or pay, on behalf of Caretaker, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of City.

e. Caretaker shall not be entitled to participate in, or receive any benefit from, or make any claim against, any fringe benefit program, including, but not limited to, City's pension plan, medical and health care plan, dental plan, life insurance plan, vacation and leave program or other type of benefit program, plan or coverage designated for, provided to, or offered to any employee of City.

f. City shall not withhold or pay, on behalf of Caretaker, any federal, state or local tax, including, but not limited to, any personal income tax, owed by Caretaker.

g. Caretaker shall not have the authority, express or implied, to act on behalf of, bind or obligate City or any City's departments, agents, or employees in any way.

6. **Compliance with Laws.** Caretaker shall comply with all federal, state and local statutes, ordinances, laws, rules and regulations relating to the condition or use of the Premises or Property.

7. **Assumption of Risk.** Caretaker represents that Caretaker has inspected the Premises. Caretaker accepts the condition of the Premises and fully assumes all risks incidental to the use and occupancy of the Premises. To the extent permitted by law, City shall not be liable to Caretaker for any damages or injuries to the property or person of Caretaker or guests of Caretaker, which may result from hidden, latent or other dangerous conditions upon the Premises or Property, or which may result from the negligence of the City, its agents, officers, employees or volunteers, or which may result from any condition of fire, earthquake, flood, rainfall, or escape of water from any channel, regardless of the cause thereof.

8. **Insurance.** Caretaker shall maintain in full force and effect during the term of this Agreement a renters insurance policy (HO-4) covering personal liability and property damage in an amount acceptable to City. A certificate of insurance evidencing such coverage shall be delivered to City prior to Caretaker's initial occupancy of the Premises and Caretaker shall provide evidence of renewals of each policy no less than thirty (30) days prior to the expiration of the applicable policy.

9. **Indemnification.**

a. To the fullest extent permitted by law, Caretaker shall (1) immediately defend; (2) indemnify; and (3) hold harmless City of Oxnard, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with: (i) Caretaker's occupancy, maintenance, enjoyment or use of the Premises or Property; (ii) state of repair of the Premises; (iii) Caretaker's performance of this Agreement or Caretaker's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgements; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Caretaker's obligation to indemnify applies unless it is adjudicated that any of

the liabilities covered by this Section are the result of the active negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then Caretaker's indemnification obligation shall be reduced in proportion to the established comparative liability.

b. This Section shall survive the termination of this Caretaker. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

10. **Utilities.** City will pay for all electric services required for use of the Premises. Caretaker shall be responsible for arranging and paying for all other utility services required on the Premises. Caretaker shall either maintain phone services at the Premises or "cell phone contract" to ensure that City has an adequate means of contacting Caretaker about the status of the Property and Premises.

11. **Maintenance of Premises.** Caretaker shall, at Caretaker's sole cost and expense, maintain the Premises and the grounds appurtenant to the Premises in a neat and clean appearance including all shrubs and ground covers. Caretaker shall not plant any trees or shrubs without the prior written consent of City. The Premises grounds shall be maintained in compliance with the City fire code and any orders or directions of the City Fire Marshall.

12. **Alterations and Improvements**

a. Caretaker shall make no structural alterations, additions or improvements upon the Premises without the prior written consent of City.

b. Any alterations, additions or improvements shall be at the sole cost and expense of Caretaker. City will not grant any allowance of Caretaker's costs of improvement except by specific written agreement approved in advance. Any such agreement shall become a part of this Agreement. Caretaker shall submit, prior to the commencement of construction of any alteration, addition or improvement, a development plan, showing the location, type of construction and external appearance of said facility or facilities and obtain the necessary approvals. All alterations, additions or improvements made to the Premises by Caretaker shall become the sole and exclusive property of City on termination of this Agreement.

13. **Destruction of Premises.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Caretaker, this Agreement shall terminate upon such occurrence, except for the purpose of enforcing rights that may have then accrued hereunder. Should a portion of the Premises thereby be rendered uninhabitable, City shall have the option of either repairing such injured or damaged portion or terminating this Agreement. In the event City exercises its right to repair such uninhabitable portion, such part so damaged shall be restored by City as speedily as practicable, and the Agreement shall continue according to its terms. In the event of damage by fire or other casualty such that the Premises are uninhabitable, Caretaker's responsibility to perform the service under Section 4 above shall abate until the Premises is rebuilt and repaired, if the City so desires.

14. **[Reserved]**

15. **Hazardous Materials.** Caretaker shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company, and shall comply with all laws, ordinances, rules and orders of boards or other authorities relating to hazardous or extra hazardous materials as those terms are defined by federal, state and local laws.

16. **Storage of Vehicles and Personal Property.** Caretakers shall park no more than two (2) personal vehicles on the Property at or near the Premises. Caretaker shall not repair any vehicle on the Property. Caretaker shall clean any spilled or dripped grease, oil and any other fluids from Caretaker's vehicles at Caretaker's expense. Caretaker shall not wash vehicles on the Property. Except for the two (2) vehicles described above, Caretaker's personal property shall be stored within the Premises, out of sight of the public and park users.

17. **Possessory Interest.** Caretaker acknowledges that the leasehold or possessory interest in the Premises created by this Agreement may be subject to taxation pursuant to Section 107.6 of the California Revenue and Taxation Code. Caretaker agrees to pay, before delinquency, all lawful taxes, which, during the term hereof, may be or become a lien or may be levied upon the real property, improvements or personal property situated on the Premises, or upon the subject matter of this Agreement.

18. **Tax Liability.** Caretaker agrees to pay all federal and state employment, income, or other taxes which may arise as a result of this Agreement, and to indemnify City in the event City is found liable for payment of any such tax on behalf of Caretaker.

19. **Animals.** Caretaker shall not permit domestic or other animals on or about the Premises without the prior written consent of City. Caretaker shall indemnify City pursuant to the indemnification provisions contained herein for any damage or injury caused by any animal kept on the Premises.

20. **Parties and Social Gatherings.** Caretaker shall not host parties or large social gatherings so as to cause an unreasonable disturbance to adjacent property owners and park users.

21. **Inspection of Premises.** City and its agents shall have the right to enter into the Premises at any time, in the case of an emergency, and otherwise during normal business hours or with the consent of Caretaker, for the purpose of inspecting the condition of the Premises, verifying compliance with this Agreement and conducting any repairs to the Premises required of City.

22. **Assignment and Subletting.** The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement, any interest herein or any portion of the Premises without the prior written consent of the other Party.

23. **Holding Over.** If Caretaker, with City's express written consent, remains in possession of the Premises after expiration of this Agreement, such possession by Caretaker shall be deemed to be a tenancy from month-to-month and all provisions of this Agreement shall be applicable to such a month-to-month tenancy. If Caretaker remains in possession of the Premises after expiration or earlier termination of this Agreement without the express written consent of City, such possession by Caretaker shall be deemed a tenant at sufferance at a rental rate of three hundred percent (300%) of the then fair market rental rate for a comparable and like mobile home in effect at the time of such expiration or earlier termination.

24. **Surrender of Premises.** Upon the expiration of the term, Caretaker shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by elements excepted.

25. **Nondiscrimination.** Throughout the duration of this Agreement, Caretaker shall not unlawfully discriminate against any employee or applicant of Caretaker or City, unlawfully discriminate in the provision of services to any individual or unlawfully discriminate against any member of the public because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation or military and veteran status. Caretaker shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. Caretaker shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 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. Caretaker shall also abide by the Federal Civil Rights Acts of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. Caretaker shall give written notice of its obligations under this clause in any labor agreement with its employees. Caretaker shall include the non-discrimination clause in any labor agreement with its employees. Caretaker shall include the non-discrimination and compliance provision of this Section in all subcontracts to perform work under this Agreement.

26. **Rehabilitation Act of 1973/Americans with Disabilities Act of 1990.** In addition to application of the non-discrimination provision of this Agreement, above, Caretaker agrees to comply with all provisions of section 504 et seq. of Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees, members of the public, or recipients of services.

27. **Default, Termination.** If Caretaker fails to comply with any material provision of this Agreement or fails to comply with any duty imposed on Caretaker by law and such failure continues for a period of ten (10) days following written notice to Caretaker, City may terminate this Agreement.

28. **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties in writing at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

City of Oxnard
214 S. "C" Street
Oxnard, California 93030
Attention: Isidro Figueroa, Principal Planner

With a copy to:

City of Oxnard
305 W. Third Street, Suite 100E
Oxnard, California 93030
Attention: City Attorney

Caretaker:

Walter Fuller
P.O. Box 2495
Ventura, California 93002

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

29. **Governing Law.** This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

30. **Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to Caretaker include all officials, officers,

employees, personnel, agents, volunteers, contractors and subcontractors of Caretaker, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

31. **Amendment; Modification.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

32. **Waiver.** No waiver or any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

33. **No Third Party Beneficiaries.** This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and Caretaker. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or Caretaker hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.

34. **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

35. **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

36. **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

37. **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.

38. **Entire Agreement.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

39. **Emergency Contact.** In the event of a medical emergency involving Caretaker, City shall notify Debbie Shaver at (805) 312-5755.

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

CITY OF OXNARD

CARETAKER

John C. Zaragoza, Mayor

Date

Walter Fuller, Caretaker

Date

ATTEST:

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Date

APPROVED AS TO CONTENT:

Isidro Figueroa, Project Manager

Date

Jeff Pengilley, Community
Development Director

Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

Date

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; 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

DESCRIPTION AND DEPICTION OF PROPERTY AND PREMISES

Arnold Road Right-of-Way Between US Navy Perimeter Road and Pacific Ocean

- ★ RV Trailer and Containers
- ≠ Location of New Gate





CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.4

DATE: March 16, 2021

TO: City Council

FROM: Jan Hauser, Wastewater Division Manager, (805) 271-2205, jan.hauser@oxnard.org

SUBJECT: Agreements for Consulting Services for Wastewater and Recycled Water Treatment Process Support.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute agreements for the following wastewater and recycled water treatment process support consultant services:

1. Agreement A-8283 with Dudek in the amount not to exceed \$100,000 for a three-year term ending February 17, 2024;
2. Agreement A-8286 with KEH Group, Inc., in the amount not to exceed \$100,000 for a three-year term ending February 17, 2024;
3. Agreement A-8288 with Separation Processes, Inc., in the amount not to exceed \$125,000 for a three-year term ending February 17, 2024; and
4. Agreement A-8289 with Carollo Engineers, Inc., in the amount not to exceed \$175,000 for a three-year term ending February 17, 2024.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The City of Oxnard Wastewater Treatment Plant (OWTP) is a secondary treatment plant located at 6001 Perkins Road that has a designed capacity of 31.7 million gallons per day. The treatment process consists of preliminary screening, primary treatment, secondary treatment, chlorination, dechlorination, and ocean discharge.

The Advanced Water Purification Facility (AWPF) located at 5700 Perkins Road treats OWTP secondary effluent to produce up to 6.25 million gallons per day of highly purified recycled water. The AWPF utilizes microfiltration, reverse osmosis, and advanced oxidation treatment to produce a recycled water product that meets the stringent state requirements for aquifer recovery and storage program and irrigation of edible crops.

The OWTP and AWPF require regulatory and technical expertise related to permit compliance and operational issues. Regulatory and operational issues are often time sensitive and require quick responses to ensure overall permit compliance and effective operations. Having on-call agreements will create a mechanism to respond quickly and efficiently to these issues as they arise.

DISCUSSION

On September 17, 2020, the City released solicitation PW 21-12 for Consulting Services for Wastewater and Recycled Water treatment process support. Statements of Qualifications (SOQ) were due October 7, 2020 where the City received a total of eight (8) responses.

The Wastewater Division Manager, Wastewater Infrastructure Manager, and Wastewater Operations Manager reviewed and

ranked the submitted SOQs based on responsiveness of each bidder with regards to regulatory requirements, wastewater process and recycled water process expertise. MV Engineering, LLC, Carollo Engineers, Inc., and KEH Group, Inc., scored highly in the regulatory requirements portion; Carollo Engineers, Inc., Kennedy/ Jenks Consultants, Inc., KEH Group, Inc., and Dudek scored highly on the wastewater process portion; Separation Processes, Inc., Kennedy/Jenks Consultants, Inc., and GHD, Inc. scored highly on the recycled water process portion.

The professional services under these agreements will be initiated via task order as needed for each individual assignment and will perform under the supervision of the respective Divisions. 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, in consultation with the City, 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. The work does not include planning, design or construction related services. The following list identifies some, but not necessarily all, of the potential assignments at both the OWTP and AWPf.

Regulatory Compliance and Permit Assistance Related to:

- National Pollutant Discharge Elimination System (NPDES)
- Waste Discharge Requirements (WDRs)
- Water Reclamation Requirements (WRRs)
- Ventura County Air Pollution Control District (VCAPCD)
- Ventura County Certified Unified Program Agency (CUPA)

Process Operations and Optimization:

- Odor control
- Maintenance improvement plans
- Standard operating procedures
- Hydraulic modeling
- Energy optimization
- Chemical optimization
- Process controls evaluation
- Solids processing and disposal
- Plant optimization analysis
- Evaluation of FOG, septage, porta-potty, and food waste streams

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for all agreements for wastewater and recycled water treatment process support consultant services is \$900,000 through February 16, 2024. Individual assignments will be issued as task orders and be based on specific scopes of work and proposals submitted. The estimated spending plan is \$150,000 for FY 2020-21. Costs will be funded using existing appropriations from Wastewater Operating Fund 621 (account 621-6202-842-8209) and Water Operating Fund 601 (account 601-6012-842-8209). Estimated costs will be budgeted in subsequent fiscal years. The Water and Wastewater Divisions will ensure sufficient funding for each task order prior to initiating the work.

Consulting Services Spending Plan			
FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24

\$150,000	\$300,000	\$300,000	\$150,000
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COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on February 9, 2021 to approve the staff recommendation and to forward the item for Council approval on February 16, 2021. At the February 16, 2021 Council meeting, the item was amended to approve only three (3) of the seven (7) agreements due to updated contract language in the remaining four (4) agreements.

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

- 1. Agreement A-8283 (Dudek)
- 2. Agreement A-8286 (KEH Group)
- 3. Agreement A-8288 (SPI)
- 4. Agreement A-8289 (Carollo Engineering)

**AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: _____ (Date signed by Mayor)
- (2) Consultant: Dudek
- (3) Services: On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support
- (4) Schedule of Services: See Scope of Services Exhibit
- (5) Agreement Ending Date: February 17, 2024
- (6) Total Agreement Amount: \$100,000
- (7) City's Project Manager: Jan Hauser, Wastewater Division Manager
- (8) Consultant's Project Manager: Greg Guillen, P.E.

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

Attn: Greg Guillen, Project Manager, P.E.
605 Third St.
Encinitas, CA 92024

FOR CITY:

Attn: Jan Hauser, Wastewater Division Manager
6001 Perkins Rd.
Oxnard, CA 93033

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

gguillen@dudek.com

CITY'S PROJECT MANAGER:

jan.hauser@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:

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

AGREEMENT FOR ON-CALL 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, 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. Invoices may be emailed to: invoices@oxnard.org.

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-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.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager 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.

10. 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 Vendor 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.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. 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.

12. 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. 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. Consultant shall include a copy of this Section 12 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.

13. 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.

14. Hold Harmless, Defense and Indemnity.

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.

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.

a. 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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. 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.

16. 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 16.

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 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

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

c. 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.

d. 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. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. 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 18.

19. 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 19.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

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

[Signatures on next page]

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

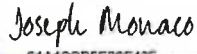
 Rose Chaparro, City Clerk Date
 (only if Mayor signs)

APPROVED AS TO FORM:

 2/24/2021

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

DUDEK

DocuSigned by:
 2/24/2021 | 9:35:46 AM PST
 61A12CB5F28F43F
 Joe Monaco, President and CEO² Date

DocuSigned by:
 2/24/2021 | 9:54:22 AM PST
 E0C489A13DB44B
 Bob Ohlund, Vice President 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; 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

The contract will be on a task order basis and no task orders are guaranteed.

Task 0 – Project Management

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

Task 1 – Regulatory Compliance and Permit Review Assistance

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

Task 2 – Process Operations and Optimization

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

RATES AND COSTS EXHIBIT
(Page 1 of 2)

BILLING CLASSIFICATION	RATE
AESC – Energy Optimization	
Director Program Mgt/Principal Engineer	\$235/hr.
Sr. Program Manager	\$204/hr.
Program Manager/Lead Engineer	\$189/hr.
Sr. Project Manager/Senior Engineer	\$168/hr.
Project Manager/Staff Engineer	\$153/hr.
Engineer	\$138/hr.
Associate Engineer	\$115/hr.
Engineering Assistant	\$102/hr.
Technician	\$90/hr.
Beyaz & Patel – Structural	
Principal Engineer	\$246/hr.
Senior Structural Engineer	\$214/hr.
Senior Engineer	\$169/hr.
Engineer	\$142/hr.
CAD Designer	\$135/hr.
Clerical/Word Processing	\$80/hr.
DTN, Inc. - Electrical	
Principal Engineer	\$290/hr.
Senior Engineer/Project Manager	\$263/hr.
Project Engineer	\$215/hr.
CAD Operator	\$115/hr.
Office Support	\$105/hr.

DUDEK

2021 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

Project Director	\$295.00/hr
Principal Engineer III	\$275.00/hr
Principal Engineer II	\$265.00/hr
Principal Engineer I	\$255.00/hr
Program Manager	\$240.00/hr
Senior Project Manager	\$240.00/hr
Project Manager	\$235.00/hr
Senior Engineer III	\$230.00/hr
Senior Engineer II	\$220.00/hr
Senior Engineer I	\$210.00/hr
Project Engineer IV/Technician IV	\$200.00/hr
Project Engineer III/Technician III	\$190.00/hr
Project Engineer II/Technician II	\$175.00/hr
Project Engineer I/Technician I	\$160.00/hr
Senior Designer	\$180.00/hr
Designer	\$170.00/hr
Assistant Designer	\$165.00/hr
CADD Operator III	\$160.00/hr
CADD Operator II	\$150.00/hr
CADD Operator I	\$135.00/hr
CADD Drafter	\$125.00/hr
CADD Technician	\$115.00/hr
Project Coordinator	\$140.00/hr
Engineering Assistant	\$120.00/hr

ENVIRONMENTAL SERVICES

Project Director	\$245.00/hr
Senior Specialist IV	\$230.00/hr
Senior Specialist III	\$220.00/hr
Senior Specialist II	\$200.00/hr
Senior Specialist I	\$190.00/hr
Specialist V	\$180.00/hr
Specialist IV	\$170.00/hr
Specialist III	\$160.00/hr
Specialist II	\$145.00/hr
Specialist I	\$130.00/hr
Analyst V	\$120.00/hr
Analyst IV	\$110.00/hr
Analyst III	\$100.00/hr
Analyst II	\$90.00/hr
Analyst I	\$80.00/hr
Technician V	\$100.00/hr
Technician IV	\$90.00/hr
Technician III	\$80.00/hr
Technician II	\$70.00/hr
Technician I	\$60.00/hr
Compliance Monitor	\$95.00/hr

DATA MANAGEMENT SERVICES

GIS Programmer I	\$185.00/hr
GIS Specialist IV	\$160.00/hr
GIS Specialist III	\$150.00/hr
GIS Specialist II	\$140.00/hr
GIS Specialist I	\$130.00/hr
Data Analyst III	\$100.00/hr
Data Analyst II	\$90.00/hr
Data Analyst I	\$80.00/hr
UAS Pilot	\$100.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$180.00/hr
Senior Project Manager	\$165.00/hr
Construction Manager	\$155.00/hr
Project Manager	\$145.00/hr
Resident Engineer	\$145.00/hr
Construction Engineer	\$140.00/hr
On-site Owner's Representative	\$140.00/hr
Construction Inspector III	\$130.00/hr
Construction Inspector II	\$120.00/hr
Construction Inspector I	\$110.00/hr
Prevailing Wage Inspector	\$135.00/hr

HYDROGEOLOGY/HAZWASTE SERVICES

Project Director	\$285.00/hr
Principal Hydrogeologist/Engineer II	\$265.00/hr
Principal Hydrogeologist/Engineer I	\$250.00/hr
Sr. Hydrogeologist IV/Engineer IV	\$235.00/hr
Sr. Hydrogeologist III/Engineer III	\$220.00/hr
Sr. Hydrogeologist II/Engineer II	\$205.00/hr
Sr. Hydrogeologist I/Engineer I	\$190.00/hr
Hydrogeologist VI/Engineer VI	\$180.00/hr
Hydrogeologist V/Engineer V	\$170.00/hr
Hydrogeologist IV/Engineer IV	\$160.00/hr
Hydrogeologist III/Engineer III	\$150.00/hr
Hydrogeologist II/Engineer II	\$140.00/hr
Hydrogeologist I/Engineer I	\$130.00/hr
Technician	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager	\$195.00/hr
District Engineer	\$185.00/hr
Operations Manager	\$160.00/hr
District Secretary/Accountant	\$120.00/hr
Collections System Manager	\$135.00/hr
Grade V Operator	\$125.00/hr
Grade IV Operator	\$110.00/hr
Grade III Operator	\$100.00/hr
Grade II Operator	\$75.00/hr
Grade I Operator	\$70.00/hr
Operator in Training	\$65.00/hr
Collection Maintenance Worker	\$75.00/hr

CREATIVE SERVICES

3D Graphic Artist	\$180.00/hr
Graphic Designer IV	\$160.00/hr
Graphic Designer III	\$145.00/hr
Graphic Designer II	\$130.00/hr
Graphic Designer I	\$115.00/hr

PUBLICATIONS SERVICES

Technical Editor III	\$145.00/hr
Technical Editor II	\$130.00/hr
Technical Editor I	\$115.00/hr
Publications Specialist III	\$105.00/hr
Publications Specialist II	\$95.00/hr
Publications Specialist I	\$85.00/hr
Clerical Administration	\$90.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, those standard rates will increase 3% annually.

The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

**INSURANCE EXHIBIT
REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

a. Commercial General Liability Insurance, including **Contractual Liability**, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant **for general liability** with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE				
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE				
		COMPANY LETTER B				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS 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			

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		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
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		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

**AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: _____ (Date Signed by Mayor)
- (2) Consultant: KEH Group, Inc.
- (3) Services: On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support
- (4) Schedule of Services: See Scope of Services Exhibit
- (5) Agreement Ending Date: February 17, 2024
- (6) Total Agreement Amount: \$100,000
- (7) Consultant's Project Manager: Kenneth Hume, P.E.
- (8) City's Project Manager: Jan Hauser
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Attn: Kenneth Hume, Project Manager, P.E.
6435 Cayenne Lane
Carlsbad, CA 92009

FOR CITY:

Attn: Jan Hauser, Wastewater Division Manager
6001 Perkins Rd.
Oxnard, CA 93033

- (11) Contact Emails:

kehgroup@gmail.com

jan.hauser@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:

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

AGREEMENT FOR ON-CALL 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, 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. Invoices may be emailed to: invoices@oxnard.org.
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-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.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager 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.

10. 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 Vendor 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.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. 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.

12. 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. 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. Consultant shall include a copy of this Section 12 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.

13. 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.

14. Hold Harmless, Defense and Indemnity.

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.

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.

a. 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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. 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.

16. 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 16.

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 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

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

c. 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.

d. 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. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. 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 18.

19. 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 19.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

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

[Signatures on next page]

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

CITY OF OXNARD

KEH GROUP, INC.

X John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel White, Purchasing Agent
☐ _____, Buyer

Kenneth E. Hume,² Date
CEO, Secretary, CFO³

NA Date

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

 for 2-3-21
Stephen M. Fischer, City Date
Attorney (always required)

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

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; 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.

³ Mr. Hume provided the following information in the RFP response regarding the KEH Group, Inc. ownership and corporate structure:

KEH Group, Inc. is held by Kenneth E. Hume as sole shareholder of the corporation. Mr. Hume is identified in the filing statement with the State of California as Chief Executive Officer, Secretary and Chief Financial Officer. Therefore, an organizational chart for KEH Group, Inc. is not considered relevant for this response.

SCOPE OF SERVICES EXHIBIT

The contract will be on a task order basis and no task orders are guaranteed.

Task 0 – Project Management

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

Task 1 – Regulatory Compliance and Permit Review Assistance

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

Task 2 – Process Operations and Optimization

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

RATES AND COSTS EXHIBIT**2020-21 Rate Sheet for the City of Oxnard Consulting Services for Wastewater and Recycled Water Treatment Process Support Agreement - RFQ# PW 21-12:**

Team Member	Billing Title	Hourly Rate
Ken Hume	Project Manager	\$192.00
Libby Tortorici	Senior Engineer	\$160.00
Don King	Process Mechanical Engineer	\$185.00
Tim Cooper	Process Controls Engineer	\$170.00
Mike Wilson	Operations Manager	\$160.00

**INSURANCE EXHIBIT
REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE				
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE COMPANY LETTER B				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS 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 <u>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.</u> AUTHORIZED REPRESENTATIVE			

**AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: _____ (Date Signed by Mayor)
- (2) Consultant: Separation Processes, Inc.
- (3) Services: On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support
- (4) Schedule of Services: See Scope of Services Exhibit
- (5) Agreement Ending Date: February 17, 2024
- (6) Total Agreement Amount: \$125,000
- (7) Consultant's Project Manager: Michael Dummer, P.E.
- (8) City's Project Manager:
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Attn: Michael Dummer, Project Manager, P.E.
3152 Lionshead Ave.
Carlsbad, CA 92010

FOR CITY:

Attn: Jan Hauser, Wastewater Division Manager
6001 Perkins Rd.
Oxnard, CA 93033

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

mdummer@spi-engineering.com

CITY'S PROJECT MANAGER:

jan.hauser@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:

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

AGREEMENT FOR ON-CALL 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, 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. Invoices may be emailed to: invoices@oxnard.org.
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-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.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager 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.

10. 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 Vendor 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.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. 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.

12. 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. 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. Consultant shall include a copy of this Section 12 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.

13. 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.

14. Hold Harmless, Defense and Indemnity.

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.

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.

a. 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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. 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.

16. 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 16.

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 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

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

c. 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.

d. 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. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. 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 18.

19. 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 19.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

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

[Signatures on next page]

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

CITY OF OXNARD

SEPARATION PROCESSES, INC.

X John C. Zaragoza, Mayor¹ Date
 Alexander Nguyen, City Manager
 Daniel Willhite, Purchasing Agent
 _____, Buyer

 James C. Vickers, President ² 2/10/2021
 Date

 Alex Wesner, Vice President 2/10/21
 Date

ATTEST:

 Rose Chaparro, City Clerk Date
 (only if Mayor signs)

APPROVED AS TO FORM:

 Stephen M. Fischer, City 2-3-21
 Attorney (always required) Date

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

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; 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

The contract will be on a task order basis and no task orders are guaranteed.

Task 0 – Project Management

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

Task 1 – Regulatory Compliance and Permit Review Assistance

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

Task 2 – Process Operations and Optimization

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

RATES AND COSTS EXHIBIT**SPI Billing Rates**

Title	Hourly Rate	SPI Employee
Principal in Charge	\$267	Jim Vickers
Senior Project Manager (QA/QC)	\$254	Alex Wesner, Charlie Cruz
Project Manager	\$168	Mike Dummer
Project Engineer	\$155	Humberto Jaramillo
Senior Staff Engineer	\$146	Gabriela Downey
Engineer	\$133	Tiffany Le
CAD Designer	\$128	Miguel Sanchez
Project Administrator	\$77	Dawn Wright

**INSURANCE EXHIBIT
REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rev. 1/21

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES
COVER PAGE

- (1) Agreement Start Date: _____ (Date Signed by Mayor)
- (2) Consultant: Carollo Engineers, Inc.
- (3) Services: On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support
- (4) Schedule of Services: See Scope of Services Agreement
- (5) Agreement Ending Date: February 17, 2024
- (6) Total Agreement Amount: \$175,000
- (7) City's Project Manager: Jan Hauser, Wastewater Division Manager
- (8) Consultant's Project Manager: Lydia Holmes, P.E.
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Attn: Lydia Holmes, P.E.
707 Wilshire Blvd., Ste. 3920
Los Angeles, CA 90017

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

lholmes@carollo.com

FOR CITY:

Attn: Jan Hauser, Wastewater Division Manager
6001 Perkins Rd.
Oxnard, CA 93033

CITY'S PROJECT MANAGER:

jan.hauser@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:

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

AGREEMENT FOR ON-CALL 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, 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. Invoices may be emailed to: invoices@oxnard.org.
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-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.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in “(7) City’s Project Manager” on the Cover Page, subject to the direction of the City Manager 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.

10. 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 Vendor 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.

11. Additional Work. City may request additional specified work under this Agreement. The City’s Project Manager must authorize all such work in writing before commencement. 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.

12. 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. 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. Consultant shall include a copy of this Section 12 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.

13. 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.

14. Hold Harmless, Defense and Indemnity.

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.

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. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

a. 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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. 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.

16. 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 16.

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 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

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

c. 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.

d. 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. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. 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 18.

19. 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 19.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. City's Responsibility: City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. City's Project Manager agrees to provide direction to Consultant as requested regarding particular project requirements. City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; and obtain or authorize Consultant to obtain or provide additional reports and data as required. Consultant shall be entitled to use and rely upon all such information and services provided by City or others in performing the Services.

39. Estimates and Projections: In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties other than Consultant's agents and/or subcontractors, if any; and quality, type, management, or direction of operating personnel. Therefore, Consultant makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates due to the aforementioned unknown information.

40. Third Parties: The Services are intended solely for the benefit of the City. No entity other than the City, and no person other than City employees and agents, shall be entitled to rely on Consultant's performance of the Services.

[Signatures on next page]

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

CITY OF OXNARD

CAROLLO ENGINEERS, INC.

X John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ _____, Buyer

Eric Mills, Vice President February 22, 2021
Date

Tracy Warriner, Assoc. Vice President 2/23/2021
Date

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City 2/24/2021
Attorney (always required) Date

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

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; 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

The contract will be on a task order basis and no task orders are guaranteed.

Task 0 – Project Management

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

Task 1 – Regulatory Compliance and Permit Review Assistance

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

Task 2 – Process Operations and Optimization

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

COSTS AND RATES EXHIBIT

CAROLLO ENGINEERS, INC. Rate Schedule

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$201.00
Professional	243.00
Project Professional	286.00
Lead Project Professional	306.00
Senior Professional	328.00
Technicians	
Technicians	155.00
Senior Technicians	211.00
Support Staff	
Document Processing / Clerical	138.00
Other Direct Expenses	
Travel and Subsistence	Included in overhead, not billed separately
Mileage at IRS Reimbursement Rate	\$.58 per mile
Effective January 1, 2019	Included in overhead, not billed separately
Subconsultant	cost + 5%
Other Direct Cost	cost + 5%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.

**INSURANCE EXHIBIT
REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

a. Commercial General Liability Insurance, including **Contractual Liability**, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS 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		

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CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.5

DATE: March 16, 2021

TO: City Council

FROM: Steve Howlett, Assistant Public Works Director, (805) 385-7900, steve.howlett@oxnard.org

SUBJECT: Agreement for On-Call Channel Maintenance and Repair Services for Waterways Assessment Districts Specification SD 21-43.

RECOMMENDATION

That the City Council award and authorize the Mayor to execute Agreement A-8298 with Harbor Offshore, Inc. for an amount not to exceed \$600,000 for a three-year term ending April 30, 2024 for on-call channel maintenance and repair services for Waterways Assessment Districts Zone 1 Mandalay Bay, Waterways Assessment District Zone 2 Harbour Island, Westport CFD 2 and Seabridge CFD 4.
(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The City of Oxnard has four (4) waterways assessment districts; Waterways Zone 1 Mandalay Bay, Waterways Zone 2 Harbour Island, Westport CFD 2 and Seabridge CFD 4. Beginning with the development of Mandalay Bay in 1968 through the completion of Seabridge in 2002, the City of Oxnard approved developments in the northern portion of the Channel Islands Harbor that would create detailed waterways for the enjoyment of boaters and recreationists alike.

The City maintains the inland waterways in Mandalay Bay, Harbor Island, Westport, and Seabridge, including the removal of organic and inorganic debris and maintenance of three (3) debris screens. All four (4) communities are within the boundary of Victoria Avenue, Wooley Road, Harbor Boulevard, and Channel Islands Boulevard. Included within the waterways are two (2) main storm drain systems that outflow into the channels at the corner of Victoria Avenue and Channel Islands Boulevard and at the corner of Victoria Avenue and Hemlock Street.

This work includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to provide scheduled monthly maintenance, on-call maintenance for the removal of excessive debris or algae, on-call repairs to the debris screen repairs separating the inland waterways from the power plant cooling channel, and repair to the debris screens located at the storm drain outfalls at Hemlock and Channel Islands Blvd. The work areas are shown on the attached project service map.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was originally published on January 14, 2021 and all bids were due on January 28, 2021. The City received the bids listed below:

HARBOR OFFSHORE, INC. \$14,008

The lowest bidder is Harbor Offshore, Inc. and its bid is responsive to the City's NIFB. The bid total of \$14,008 is

reflective of the \$11,050 monthly cost for on-going maintenance and the remaining \$2,958 is the calculated total for the hourly rates for any on-call services that the district elects to authorize. Following this determination, procurement staff reviewed all documentation received from Harbor Offshore, Inc. and its subcontractors. Furthermore, procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that either the contractor or its subcontractor is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the project. Thus, staff recommends that the City Council award the contract for this project to Harbor Offshore, Inc.

Based on review of the lists of bidders who pulled plans for this work, Harbor Offshore, Inc. was the only contractor who bid on the work due to its nature. This contract primarily serves as a debris removal and maintenance contract and there are very few contractors who want to perform this type of work in a marine environment from a boat. As the incumbent contractor, Harbor Offshore, Inc. staff are familiar with the service area and are aware of the potential issues that have occurred in the waterways over the years.

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:

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

The total cost for this agreement with Harbor Offshore, Inc. is \$600,000 through April 30, 2024. The total amount for the monthly maintenance is \$397,800 (\$11,050/mo.). The remaining agreement balance of \$202,200 is for on-call services that will be approved by the project manager as needed for unforeseen maintenance and repairs that occur outside of the contracted maintenance. This agreement will be funded by the four (4) waterways districts: Waterways Assessment District Zone 1 Mandalay Bay, Waterways Assessment District Zone 2 Harbour Island, Westport CFD 2 and Seabridge CFD 4. There is sufficient funding available to cover the anticipated of \$22,100 for the remaining of this fiscal year, and no additional funding is required. Costs for subsequent fiscal years will be requested and allocated during the budgeting process. Project spending and allocation of funds is based on the square footage of the service area on the included map. However, each district will be charged based on the percentage of time spent in that district as reported each month by the contractor and not a flat monthly fee as in prior years.

District	Account Number	FY 2020-21 Spending Plan
Waterways Zone 1 - Mandalay Bay	121-3108-803-8210	\$12,155
Waterways Zone 2 - Harbour Island	177-3108-803-8210	\$1,989
Westport CFD 2	175-3108-803-8209	\$2,873
Seabridge CFD 4	173-3108-803-8209	\$5,083
TOTAL		\$22,100

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on February 23, 2021 to approve the staff

recommendation and to forward the item for Council approval.

Prepared by: Jeri Cooper, Special Districts Project Manager

ATTACHMENTS

1. A-8298 Harbor Offshore
2. Project Map
3. Special Districts Map_Legend

**CITY OF OXNARD CONTRACT FOR
ON-CALL CHANNEL MAINTENANCE AND REPAIR SERVICES PROJECT FOR
WATERWAYS ASSESSMENT DISTRICTS SPECIFICATION NO. SD 21-43**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and _____ ("Contractor"). Contractor's license number is _____.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as On-Call Channel Maintenance and Repair Services Project for Waterways Assessment Districts Specification No. SD 21-43 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Scope of Services is attached and incorporated as Exhibit A.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid, which is attached and incorporated as Exhibit B, which in any case shall not exceed six hundred thousand dollars (\$600,000.00).
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance

in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

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

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project and all related Tasks and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

12. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes. This provision shall likewise apply to all Task Orders and other Contract Documents.

[signatures on following page]

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

CITY OF OXNARD

CONTRACTOR

☒ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

[name] , [title]² _____ Date _____

[name] , [title] _____ Date _____

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) _____ Date _____

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

Exhibit INS-S

INSURANCE REQUIREMENTS FOR UNDERWATER DIVING/CONSTRUCTION CONTRACTS

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

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

Evidence of Business Automobile Liability and Watercraft 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 or watercraft liability with coverage equivalent to Insurance Services Office Automobile or Watercraft Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

Workers' Compensation Insurance shall be the State of California or United States Longshore and Harbor Workers (USL&H) **[dock]** or Jones Act Coverage as Appropriate **(water)**. Limits of liability for State of California and USL&H shall be statutory with Employers Liability Insurance in an amount not less than \$1,000,000 per claimant and \$2,000,000 for Jones Act.

1 Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-S. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager **before** work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

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

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

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

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

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

1/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-S.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.

CODESUB-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; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant Course of Construction— Completed Value of Project

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. A-8298

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☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES****LIABILITY LIMITS IN THOUSANDS \$**

EACH OCCURRENCE

AGGREGATE

☐ GENERAL☐ PRODUCTS/COMPLETED OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE DAMAGE☐ _____☐ _____

Underwriter's representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: (_____) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

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-8298****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 _____

PRODUCER

Telephone:

ENDORSEMENT NO.

ISSUE DATE
(MM/DD/YY)

NAMED INSURED

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

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-8298

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 _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

(“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as On-Call Channel Maintenance and Repair Services Project for Waterways Assessment Districts Specification No. SD 21-43 (the "Project").

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

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and
 our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly
 and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers,
 and other persons employed in the performance of the Contract and any Task related to the
 Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the
 Civil Code in the penal sum of _____

Dollars (\$ _____), this amount being not less than a hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

The Project shall be considered “accepted” for the purposes of triggering Bond deadlines at the Contractor’s final completion of all Tasks, the City’s acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California

Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

(“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as On-Call Channel Maintenance and Repair Services Project for Waterways Assessment Districts Specification No. SD 21-43 (the "Project").

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

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are
 held and firmly bound unto the Agency in the penal sum of _____

_____ Dollars (\$ _____), this amount being not less than a hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

SPECIAL PROVISIONS

1000-1 LOCATION AND SCOPE OF WORK

The Contractor shall provide the necessary equipment, materials, parts and labor to conduct debris removal, maintenance and repair to the waterways assessment districts for the City of Oxnard. Services will be performed in the Waterways Assessment Districts which include: Waterways Zone 1 Mandalay Bay, Waterways Zone 2 Harbour Island, CDF 2 Westport and CFD 4 Seabridge as shown in Exhibit A.

The Scope of Work shall include, but not be limited to:

1. Channel cleaning and removal of debris from the waterways on a twice weekly schedule, 8 hours per shift.
2. Weekly visual monitoring of the debris screen and debris booms for functionality, maintenance, and debris removal needs.
3. Removal of debris floating on the surface, partially submerged, sunken to the bottom of the channel, or in rip rap.
4. Perform identified maintenance required to keep the debris screen and debris booms in operating order. The location of the debris screen and booms are shown on the attached site plan as Exhibit A.
5. Perform channel cleaning and debris removal services, as requested due to unforeseen events.
6. Provide a monthly written report of activities with photos of debris removed and maintenance performed and should be submitted with invoices each month.
7. Provide removal of surface algae during service days and on an on-call basis during algal blooms. Surface algae should be removed in a method that will not cause sections of the algae to be left in the water to sink to the bottom and decompose. Contractor shall not chop algae with boat propeller to aid in removal

Contractor shall commence and end all service on the same Working Day unless approved by the Project Manager in advance.

1000-2 PAYMENT

Scheduled cleaning and removal of debris is to be billed on a monthly basis.

All other Work will be pre-approved by a Task Order issued by the Project Manager prior to starting Work. The Task Order must include all materials, labor, and taxes. A separate invoice is required for each Task Order issued pursuant to the Contract. Contractor's markup on the purchase of materials or rental of equipment other than items identified on the Bid Sheets shall not exceed fifteen percent (15%) of the Contractor's costs.

Contractor shall only invoice for time spent at the location of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless pre-approved by the Project Manager and included in the Task Order.

HARBOR SURFACE AREA BY DISTRICT



District Water Maintenance Responsibility (Total Surface Area ~139.25 acres)			
■	Seabridge at Mandalay Bay	23%	(~32.53 acres)
■	Waterway Zone 1, Mandalay Bay	55%	(~76.28 acres)
■	Waterway Zone 2, Harbor Island	9%	(~12.07 acres)
■	Westport at Mandalay Bay	13%	(~18.37 acres)

Wooley Road Channel Debris Screen

Screen is visible from the trail off of Chesapeake Drive



Hemlock Road Debris Boom

Boom is located off the Victoria Ave side road and Hemlock Street



Channel Islands Debris Boom

Channel Islands Debris Boom is located on W. Channel Islands Blvd. west of S. Victoria Road

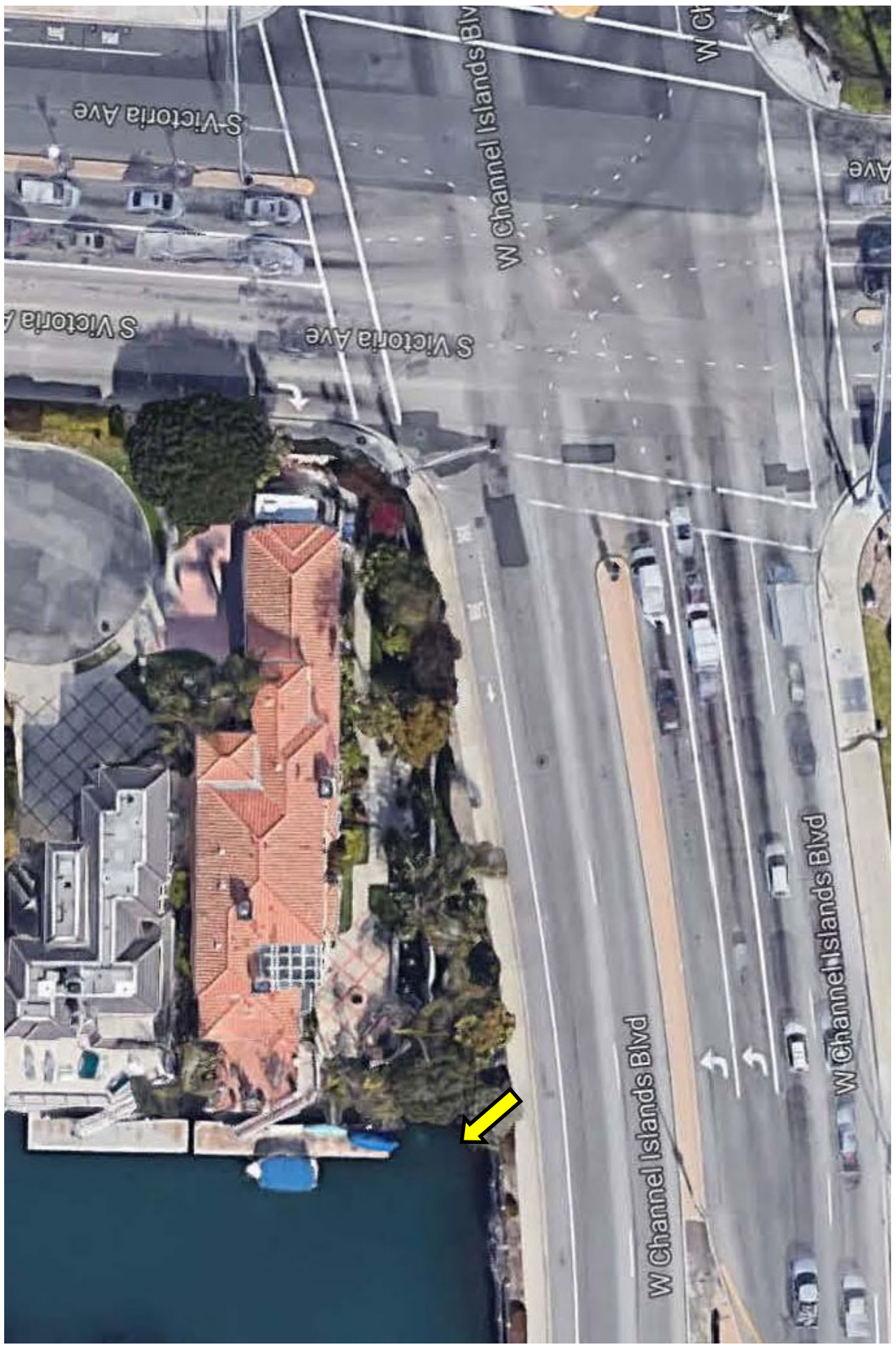


EXHIBIT B**CITY OF OXNARD****BID SHEETS FOR ON-CALL CHANNEL MAINTENANCE AND REPAIR SERVICES
PROJECT FOR WATERWAYS ASSESSMENT DISTRICTS
SPECIFICATION NO. SD 21-43**Bidder's Name: Harbor Offshore, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	UNIT	Total
REGULAR MAINTENANCE SERVICES			
1	Cleaning Services Two (2) Times Per Week and Monthly Reports	Lump Sum Monthly Rate	\$ 11,050.00 /MO
ON-CALL SERVICES			
2	On-Call Cleaning and Debris Removal Services	Hourly Rate Monday-Friday 8:00am - 5:00pm	\$ 160.00 /HR
3	On-Call Cleaning and Debris Removal Services After Hours	Hourly Rate Monday-Friday 5:01pm - 12:00pm or Weekends 8am - 5pm	\$ 240.00 /HR
4	On-Call Cleaning and Debris Removal Services Holiday	Hourly Rate Monday-Friday 8:00am - 5:00pm	\$ 320.00 /HR
5	On-Call Cleaning and Debris Removal Services Holiday After Hours	Hourly Rate Monday-Friday 5:01pm - 12:00pm	\$ 320.00 /HR
6	On-Call Maintenance Repair Services	Hourly Rate Monday-Friday 8:00am - 5:00pm	\$ 160.00 /HR
7	On-Call Maintenance Repair Services After Hours	Hourly Rate Monday-Friday 5:01pm - 12:00pm or Weekends 8am - 5pm	\$ 240.00 /HR
8	On-Call Maintenance Repair Services Holiday	Hourly Rate Monday-Friday 8:00am - 5:00pm	\$ 320.00 /HR

9	On-Call Maintenance Repair Services Holiday After Hours	Hourly Rate Monday-Friday 5:01pm - 12:00pm	\$ 320.00 /HR
10	Support/Dive Vessel	Hourly Rate Monday-Friday 8:00am - 5:00pm	\$ 59.00 /HR
11	Scuba Diver	Hourly Rate Monday-Friday 8:00am - 5:00pm	\$ 197.00 /HR
12	Standby Diver	Hourly Rate Monday-Friday 8:00am - 5:00pm	\$ 113.00 /HR
13	Pilebuck	Hourly Rate Monday-Friday 8:00am - 5:00pm	\$ 104.00 /HR
14	Dive Equipment	Per Day	\$ 185.00
15	Company Truck	Per Day	\$ 150.00
16	Pressure Washer	Per Day	\$ 60.00
17	Fire Hose	Per Day	\$ 10.00
BID PRICE (TOTAL of ALL CONTRACT UNIT PRICES):			11,050.00/MO \$ 2,553.00/HR 405.00/DAY

Bid Items 1-17 \$14,008.00

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: \$ 11,050.00 per Month for Bid Item 1 (\$14,008.00 if combining bid items 1-17)

BID PRICE IN WORDS: Eleven Thousand Fifty Dollars and No Cents - per Month for Bid Item 1

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
#01 _____
#02 _____

Addendum: Date Received:
#03 _____
#04 _____

Bidder's Name (Company): Harbor Offshore, Inc.

Signature: _____

Print: Jeff Terai

Title: President

Date: 1/26/2021

Signature: _____

Print: Dave Hutchinson

Title: CFO

Date: 1/26/21



HARBOR SURFACE AREA BY DISTRICT



Wooley Road Channel Debris Screen

Screen is visible from the trail off of Chesapeake Drive



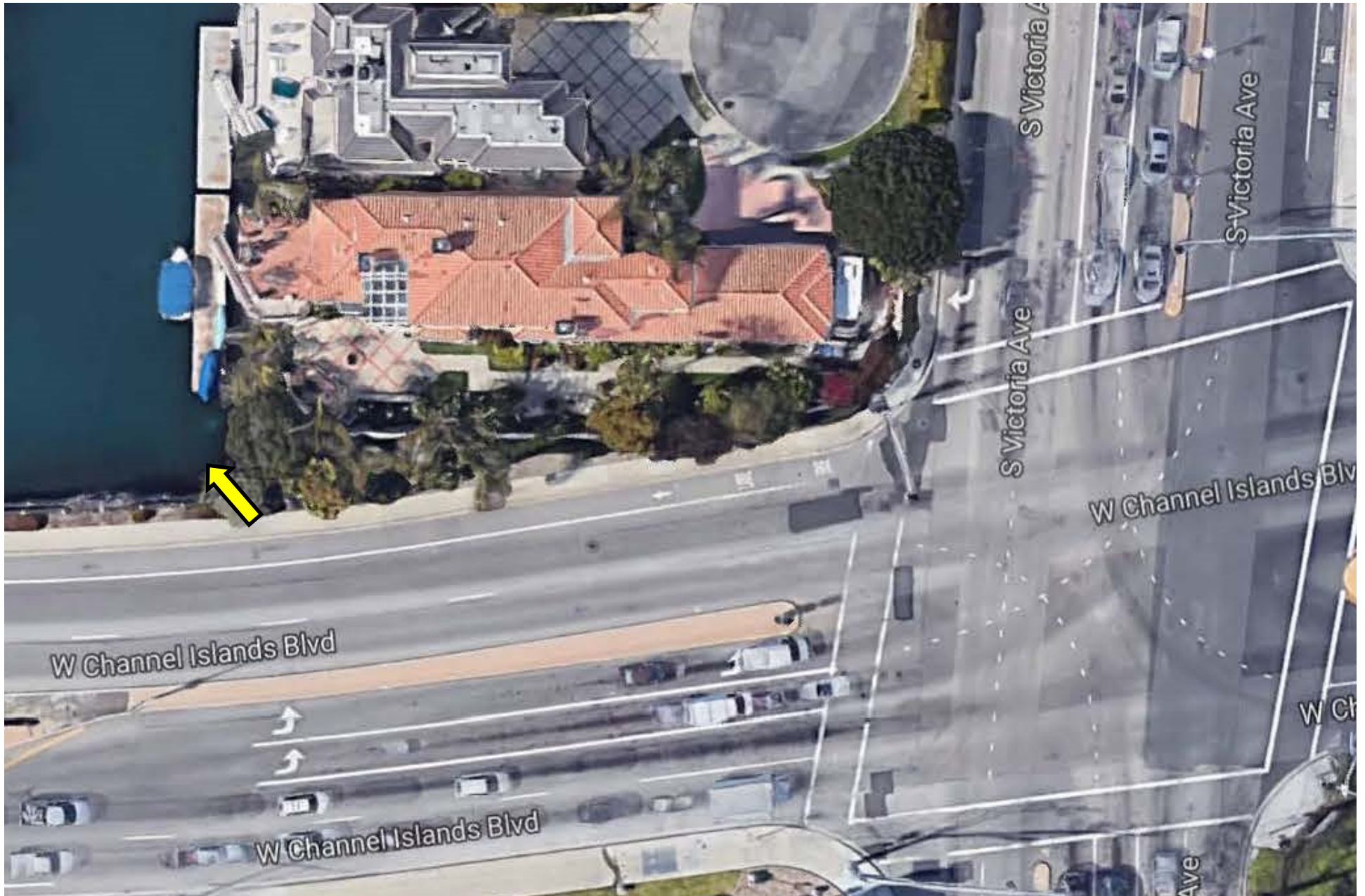
Hemlock Road Debris Boom

Boom is located off the Victoria Ave side road and Hemlock Street



Channel Islands Debris Boom

Channel Islands Debris Boom is located on W. Channel Islands Blvd. west of S. Victoria Road



Maintenance Assessment Districts

& Waterway Assessment Districts

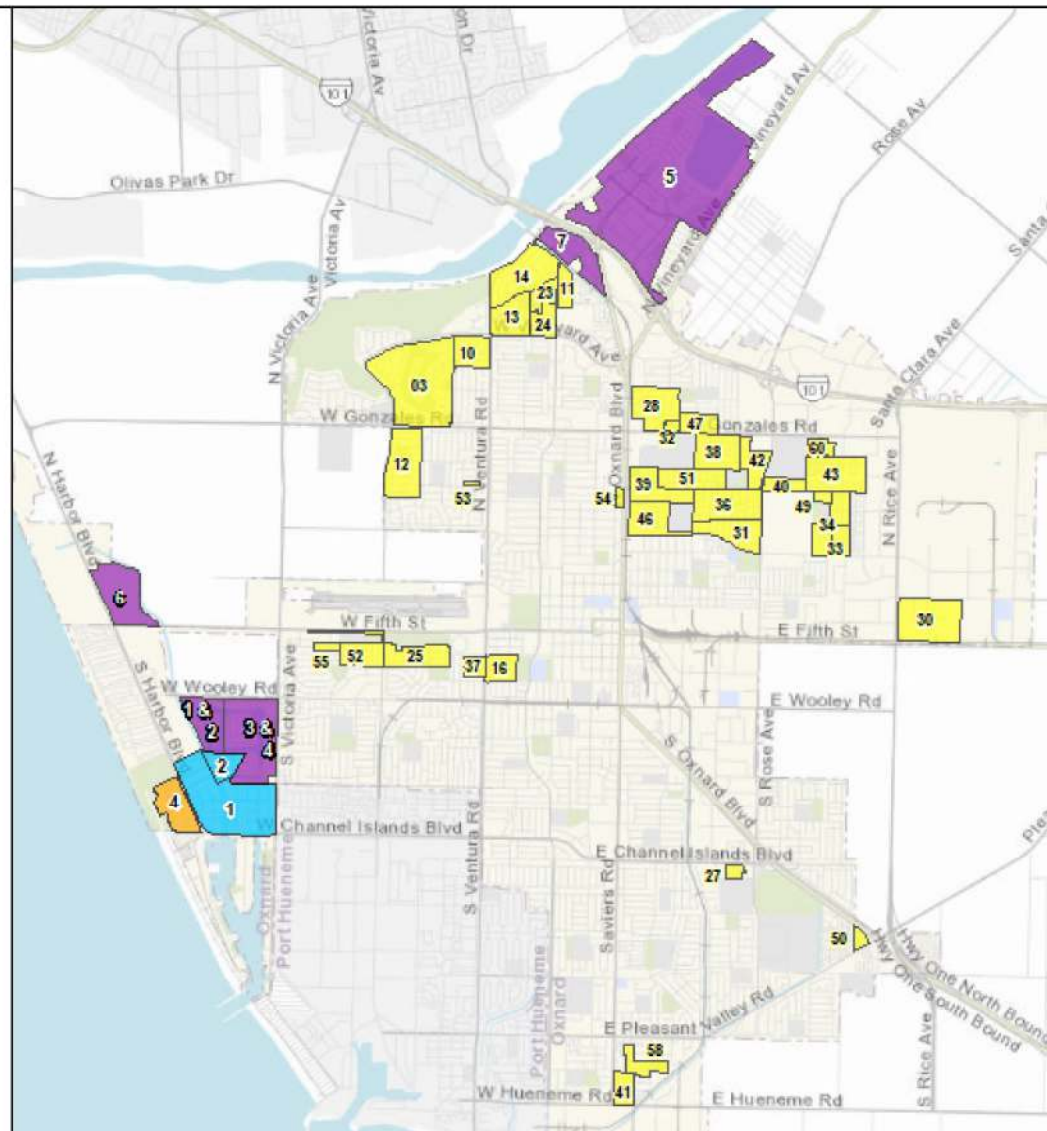
- MAD No. 4 (Mandalay Beach/Colony/Hotel)
- WAD No. 1 (Mandalay Bay)
- WAD No. 2 (Mandalay Bay)

Community Facilities Districts

- CFD No. 1 & 2 (WESTPORT AT MANDALAY BAY)
- CFD No. 3 & 4 (SEABRIDGE AT MANDALAY BAY)
- CFD No. 5 (RIVERPARK)
- CFD No. 6 (NORTH SHORE AT MANDALAY BAY)
- CFD No. 7 (WAGON WHEEL)

Landscape Maintenance Districts

- LMD No. 10 (Country Club Estates)
- LMD No. 11 (St. Tropez)
- LMD No. 12 (Standard Pacific)
- LMD No. 13 (Le Village)
- LMD No. 14 (California Cove)
- LMD No. 16 (California Lighthouse)
- LMD No. 23 (Greystone)
- LMD No. 24 (Vineyards)
- LMD No. 25 (Pointe)
- LMD No. 27 (Rose Island)
- LMD No. 28 (Harborside)
- LMD No. 3 (River Ridge)
- LMD No. 30 (Haas Automation)
- LMD No. 31 (Rancho De La Rosa)
- LMD No. 32 (Oak Park)
- LMD No. 33 (El Paseo)
- LMD No. 34 (Sunrise Pointe & Sunset Cove)
- LMD No. 36 (Villa Santa Cruz & Villa Carmel)
- LMD No. 37 (Pacific Breeze)
- LMD No. 38 (Aldea Del Mar)
- LMD No. 39 (Promesa & Sueno)
- LMD No. 40 (Cantada)
- LMD No. 41 (Pacific Cove)
- LMD No. 42 (Cantabria & Coronado)
- LMD No. 43 (Greenbelt)
- LMD No. 46 (Daily Ranch)
- LMD No. 47 (Sycamore Place)
- LMD No. 49 (Cameron Ranch)
- LMD No. 50 (Pleasant Valley Senior Housing)
- LMD No. 51 (Pfeiler)
- LMD No. 52 (Wingfield)
- LMD No. 53 (Huff Court)
- LMD No. 54 (Meadow Crest Villas)
- LMD No. 55 (Wingfield West)
- LMD No. 58 (Westwind)
- LMD No. 60 (Artisan)





CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.6

DATE: March 16, 2021

TO: City Council

FROM: Omar Castro, Water Division Manager, (805) 385-8139, omar.castro@oxnard.org

SUBJECT: First Amendment to Purchase Order #7634 with Badger Meter, Inc. for Water Meters and Parts.

RECOMMENDATION

That the City Council authorize the Mayor to execute a First Amendment to Purchase Order #7634 with Badger Meter, Inc. in the amount of \$200,000 for a new total not to exceed value of \$450,000 for water meters and parts.
(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The City of Oxnard's Water Division installs and replaces water meters for residential, commercial, irrigation, industrial, and fire service applications for over 43,000 water accounts. The current Automated Meter Reading (AMR) system requires staff to collect meter readings via a special radio installed in a city vehicle. Water Division staff drive past the meters that emit a radio signal containing the meter reading to the radio in the vehicle. The Water Division has begun planning the transition to an Advanced Metering Infrastructure (AMI) and it is estimated to be completed within the next two (2) to three (3) years. A vendor for the AMI system is expected to be selected by the end of Fiscal Year 2020-21. In order to minimize future costs, replacing failing water meters with AMI-capable water meters is essential in order to be able to add these meters to the new AMI system when implemented.

DISCUSSION

The City issued a public bid (PW 20-45) in early 2020 for water meters and parts resulting in Badger Meter, Inc. having submitted the only qualified bid that met all requirements and specifications. On May 19, 2020, the City Council approved a purchase order to Badger Meter Inc. for a total not to exceed value of \$250,000 with a term date of June 30, 2021.

The existing water meter infrastructure was installed in 2001 and meters are failing at an average rate of approximately 50 per week. In order to test the viability of AMI in the City, staff implemented a pilot project in the La Colonia neighborhood in August 2020. The meters for the pilot program were ordered in October 2020 and the total cost was over \$62,000. The increasing failure rate of current meters coupled with the pilot program has resulted in the purchase order with Badger Meter Inc. being expended sooner than originally anticipated. The ability to continue purchasing replacement meters until an AMI vendor is selected is critical to achieving customer satisfaction and water billing accuracy. Due to this critical need, the Water Division proposes an amendment to increase the purchase order with Badger Meter, Inc. by a value of \$200,000 for a new total not to exceed \$450,000 and keeping the term date of June 30, 2021.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this First Amendment with Badger Meter, Inc. is \$200,000 for a total new value of \$450,000. This cost will be funded with existing appropriations from the Water Operating Fund 601 (account 601-6003-843-8121) in the current FY 2020-21 Budget.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on February 23, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Omar Castro, Water Division Manager

ATTACHMENTS

1. PO 7634 Badger



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007634**

DATE: 2/23/2021

VENDOR PHONE: (800)876-3837
VENDOR FAX: (888)371-5982
VENDOR #: 11516
VENDOR ADDRESS: BADGER METER INC.
4545 W. BROWN DEER ROAD
MILWAUKEE, WI 53223
SHIP TO: WATER DIVISION
251 S. HAYES AVENUE
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2021		N/A	02/23/2021	THERESA M. SZAFRANSKI, AS	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		JOSE CHAVEZ	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

CHANGE ORDER

1	60,000.00 / DL	ULTRASONIC E SERIES METERS	1.0000	60,000.00
2	190,000.00 / DL	ENC FY20/21 INV PW ADMIN WATER	1.0000	190,000.00
3	200,000.00 / DL	CHANGE ORDER FOR WATER METERS/ITEM D-1	1.0000	200,000.00

20-00082875 EXP 3/31/20*AM
03/30/20 AGMT NTE \$250000.00 APPROVED FY 19/20

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007634**

DATE: 2/23/2021

VENDOR PHONE: (800)876-3837

VENDOR FAX: (888)371-5982

VENDOR #: 11516

VENDOR ADDRESS: BADGER METER INC.
4545 W. BROWN DEER ROAD
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SHIP TO: WATER DIVISION
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OXNARD, CA 93030

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DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2021		N/A	02/23/2021	THERESA M. SZAFRANSKI, AS	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		JOSE CHAVEZ	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

FOR \$60000.00 FY 20/21 \$190000.00 PRICE QUOTED
FROM VENDOR EXPIRES 02/16/2021. JC.
05/13/20 CHANGE DELIVERY DATE FROM 05/05/2021 TO
06/30/2021. JC.
10/29/20 ENC \$190k FY20/21 INV PW ADMIN WATER.JC.
02/23/21 - CO #1 INCREASING PO BY \$200K, NEW NTE
\$450K. COUNCIL AGENDA ITEM NO. D-1.

TOTAL PURCHASE AMOUNT**\$450,000.00**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007634**

DATE: 2/23/2021

VENDOR PHONE: (800)876-3837

VENDOR FAX: (888)371-5982

VENDOR #: 11516

VENDOR ADDRESS: BADGER METER INC.
4545 W. BROWN DEER ROAD
MILWAUKEE, WI 53223

SHIP TO: WATER DIVISION
251 S. HAYES AVENUE
OXNARD, CA 93030

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06/30/2021		N/A	02/23/2021	THERESA M. SZAFRANSKI, AS	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		JOSE CHAVEZ	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Account	Project	Amount
60160038438121		450,000.00

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
 - ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.7

DATE: March 16, 2021

TO: City Council

FROM: Omar Castro, Water Division Manager, (805) 385-8139, omar.castro@oxnard.org

SUBJECT: Award Agreement to Alltech Industries, Inc. for Armed Security Services at the Water Campus.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement A-8293 with Alltech Industries, Inc. in the amount not to exceed \$334,466 for a two-year term ending March 15, 2023 for armed security services at the Water Campus.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Water Division is responsible for the transmission and distribution of potable water to City customers. The City water system includes: 10 water wells, six (6) turnouts, one (1) desalter facility, six (6) blending stations, and over 500 miles of transmission and distribution pipelines. The Water Campus, located at 251 South Hayes Avenue, is the main headquarters for the Water Division. The Water Campus consists of an Administration Building, Meter Shop Building Distribution Building, Materials Depot, Reverse Osmosis Desalter Facility, Multi-purpose Training Building, Chemical Tank Storage, and three (3) generators. In addition to this infrastructure, the Water Division's fleet of vehicles and heavy equipment machinery are also stored at the Water Campus.

The Water Campus has an antiquated camera surveillance system that is failing and is currently in the planning process of being replaced with a more modern system. Without a secure surveillance system, the Water Campus is more vulnerable to vandalism, theft, and trespassing. Armed security is necessary to safeguard the City's water supply, assets, and personnel until the camera surveillance system replacement is completed.

Armed security services, as opposed to unarmed security, is needed due to the high transient activity in the area. The armed security services for the Water Campus will be provided from 6:00 p.m. to 7:00 a.m. during weekdays and around the clock on weekends and holidays. An average of 133 hours of security will be provided on a weekly basis.

DISCUSSION

On November 16, 2020, the City's Purchasing Division published Request for Bid PW 21-32 for Armed Security Services at the Water Campus. Information regarding the solicitation was posted on the City's website, in addition to publicpurchase.com, a website where the City's solicitations are publicly posted. A total of nine (9) qualified bids were received by the closing date of December 10, 2020. After extensive review by City staff, Alltech Industries, Inc. provided the lowest, qualified bid for the armed security services to the Water Campus (see table 1). Staff has confirmed that Alltech Industries, Inc. meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

Table 1. - Bid Results

#	Vendor	Total Bid (two-years)
1	Alltech Industries	\$334,465.92
2	Servexo Protective	\$349,266.72
3	Professional Security Consultants	\$363,750.32
4	Patrol Solutions	\$365,117.94
5	Triumph Protection	\$366,528.00
6	Absolute International	\$373,256.50
7	American Guard Services	\$381,912.48
8	SR Global Security	\$455,770.00

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost for this two-year agreement with Alltech Industries, Inc. is \$334,466 with a spending plan of \$55,744.32 for the remainder of Fiscal Year 2020-21. This cost will be funded with existing appropriations from the Water Security and Contamination Prevention Fund 608 (account 608-6015-842-8209). The remaining contract balance will be requested in the budgets of subsequent fiscal years (2021-22 & 2022-23).

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on February 23, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Omar Castro, Water Division Manager

ATTACHMENTS

1. Alltech Industries, Inc. - A-8293
2. Alltech Industries, Inc. Response

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 16, 2021
- (2) Vendor: Alltech Industries, Inc.
- (3) Services: Armed Security Services for the Water Campus Yard
- (4) Schedule of Services: The services must be completed within 730 calendar days of the Agreement Start Date listed above.
- (5) Agreement Ending Date: March 15, 2023
- (6) Total Agreement Amount: \$334,466
- (7) City's Project Manager: Chris Peyton, Water Operations Manager
- (8) Vendor's Project Manager: Oscar Gamez, General Manager
- (9) Insurance Coverage: INS-A
- (10) What wages are required for this Project?

☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.

☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.

☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

- (11) Addresses for Notice:

FOR VENDOR:

PO Box 4042

Montebello, CA 90640

Attn: Oscar Gamez, General Manager

FOR CITY:

305 West Third Street, East Wing, Third Floor

Oxnard, CA 93030

Attn: Chris Peyton, Water Operations Manager

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

ogamez@alltechguards.com

CITY'S PROJECT MANAGER:

chris.peyton@oxnard.org

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

☒ Scope of Services Exhibit

☒ Rates and Costs Exhibit

☐ Schedule of Services Exhibit

☒ Living Wage Policy Exhibit

☐ Prevailing Wages Exhibit

☒ Insurance Exhibit (INS-A)

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.
4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.
6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.
7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.
8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

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

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

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

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

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

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

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

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

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

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

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice

and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

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

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

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

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor’s compliance with this Section.

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

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a “governmental decision” as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City’s conflict of interest code, Vendor shall be subject to City’s

conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

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

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

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

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

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

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

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

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

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

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

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

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

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

ALLTECH INDUSTRIES, INC.

☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

Hilda Perez, President² Date

Oscar Gamez, Vice President Date

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

Vendor shall provide to City the following armed security services for the City of Oxnard's Water Campus located at 251 South Hayes Avenue:

Security Patrols

Vendor security patrols will include visual inspections of the Water Campus to include physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. Make contact with individuals on property after hours to determine reason for access to facility. Vendor shall perform regular visual inspection of parking lots, Meter Shop, Distribution Shop, container storage, Administration Building, Multi-Purpose Facility, Reverse Osmosis Plant, and the surrounding area of the Water Campus. Vendor shall notify designated City staff of any unauthorized activities and police in the event of an emergency.

After-Hours Security

Security hours are as follows:

Monday through Friday (13 hours)

12:00 a.m. – 7:00 a.m.

6:00 p.m. – 11:59 p.m.

Saturday (24 hours)

12:00 a.m. – 11:59 p.m.

Sunday and Holidays (24 hours)

12:00 a.m. – 11:59 p.m.

Vendor shall provide armed security services to the entire Water Campus, to include physical monitoring of the facility and monitoring of security cameras, vehicles, and equipment. Vendor shall notify designated City staff of any unauthorized activities and police in the event of an emergency.

Vendor Responsibilities:

1. Vendor shall maintain a daily post log noting exceptional events and observations and provide copies to City.
2. Vendor must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
3. Each security officer and supervisor assigned to this project must possess a valid and permanent California Department of Consumer Affairs, Bureau of Security and Investigative Security Services security guard registration while on the job site.
4. Each security officer and supervisor assigned to this project must be able to speak, read and write in English.
5. Vendor employees assigned to this project may be required to submit a Live Scan and criminal history check performed by the Oxnard Police Department at the City's expense with or without notice.
6. City reserves the right to reject Vendor employees from this project with or without cause.

Regulations:

Vendor shall comply with the following private patrol operator regulations:

Badges/Insignia

The Water Division Manager or designee may prescribe the size, shape, and inscription upon the badge or insignia to be worn by a patrol person. The design of the badge or insignia shall not be an imitation of, resemble, or may readily be mistaken as a badge or insignia of local, county, state, or federal law enforcement officers. The badge or insignia must comply with the provisions of the California Business and Professions Code.

Uniforms

- (a) No patrol person shall wear or be required to wear any uniform that imitates, resembles, or may readily be mistaken for the uniform of local, county, state, or federal law enforcement officers. Uniforms must comply with the provisions of the California Business and Professions Code.
- (b) No patrol person shall wear or be required to wear a uniform shirt that is similar to, or may be mistaken for the uniform shirt of local, county, state, or federal law enforcement agency. Shirt colors specifically prohibited are black, dark blue, navy blue, French blue, khaki (yellowish-brown), or a similar color or hue.
- (c) When a patrol person wears any type of clothing or covering over an authorized uniform shirt, the outermost garment will be marked with a patch on at least one shoulder that reads "private security" and will include the name of the private patrol company by which the person is employed, or which the person represents. A badge or cloth patch will be affixed on the upper left breast of the uniform and shall have clearly visible the words "PRIVATE SECURITY".

Vehicles

- (a) Private patrol operators shall be prohibited from using any vehicle that imitates, resembles, or may be readily mistaken for the vehicles used by any local, county, state, or federal official public law enforcement agency. No vehicle used by a private patrol service shall be equipped with a red light or siren.
- (b) The Private Patrol Operator license number, prefaced with the letters "PPO", will be permanently affixed to the rear of each vehicle used for patrol services by a private patrol operator.
- (c) Any vehicle used for private patrol use must be marked permanently with the words "Private Security" or "Security Patrol" on the rear and both sides of the vehicle.
- (d) Any required vehicle lettering pursuant to this section shall:
 - 1. Consist of a standard sans-serif font with characters no smaller than two inches in height.
 - 2. The lettering must be in a high contrast color with the background color where affixed.

Reports of Violations of Laws:

No patrol person shall perform, or be required to perform, official police or investigation activities but shall make a report to the Police Department of any felonies, high-grade misdemeanors or violations of federal law which come to his or her attention. High grade misdemeanors include petty theft, violations of dangerous weapons control laws, traffic manslaughter, indecent exposure, child molesting, contributing to the delinquency of a minor, lewd conduct, and all other misdemeanor sex offenses. Such report may be made by telephone or in person visit to the watch commander or other person charged with the duty of receiving reports of law violation.

RATES AND COSTS EXHIBIT

<u>Position and Hours</u>	<u>Billing Rate</u>	<u>Total</u>
Armed Officer – Hourly Rate	\$25.76 Per Regular Hour	\$297,373.50
Armed Officer – Holiday Hourly Rate	\$38.64 Per Holiday Hour	\$16,692.50
Car Fee for Armed Officer – Monthly	\$850.00 Per Month	\$20,400
GRAND TOTAL - \$334,466		

LIVING WAGE POLICY EXHIBIT

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

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

Exhibit 1

Living Wage Policy

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

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020**

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

**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@cbix.com
Via Fax: 678-259-1007

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

[illegible]

CITY OF OXNARD

Request for Bid PW 21-32

Armed Security Services

**Bid Close Date: 12/10/2020
By 2:00 p.m. PT**

PROPOSAL BY

Alltech Industries, Inc.

301 E. Pomona Blvd
Monterey Park, CA 91755
Office: (323) 450-2168
Fax (323) 450-2169
hperez@alltechguards.com

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A. Cover Letter

December 10, 2020

City of Oxnard Purchasing Office,
300 W. Third St., Suite 202,
Oxnard, California 93030
Attn: Eric Hernandez
(805) 385-7498, Eric.hernandez@oxnard.org

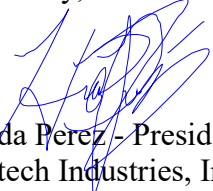
Dear Evaluation Committee,

Alltech Industries, Inc is the company that you are seeking to provide services for the City of Oxnard. We have provided the same or similar services to several cities, and know that we can provide you with the exceptional security services that you need and require. We currently are providing Security Services to following cities: Thousand Oaks, City of Carson and Victorville. Aside from having a vast experience in providing Security Guard Services we also are able to offer a wide range of services such as emergency services, special events, parking enforcement, and pass through patrols. We like to emphasize that Alltech Industries, Inc prides itself in being able to satisfy our clients, as well as our employees, which minimizes our turnover rate, and maintains the same officers at a given site.

Alltech Industries, Inc. would like to acknowledge that we have reviewed the Request for Proposals and Addendum 1, and are interested in becoming the Security Services provider for the City of Oxnard. We agree to all terms and conditions, and will comply with all requirements. Alltech Industries, Inc. stands firm by the prices we have quoted and proposal for the services required, and will hold the quote firm and valid for 120 days, we also, propose to be the prime and sole provider of Security Services.

The contact person to reach during the period of evaluation will be Oscar Gamez, General Manager. He can be reached at ogamez@alltechguards.com or at the number listed above. Thank you for allowing Alltech Industries, Inc to submit a proposal to provide Security Guard Services. Please know that we are here to serve you and meet your security needs, we look forward to discussing them in more detail. Any additional information or questions that you may have feel free to contact me, as we look forward to working with the City of Oxnard.

Sincerely,



Hilda Perez - President
Alltech Industries, Inc.
hperez@alltechguards.com

B. Background

Company Name: Alltech Industries Inc.

In Business Since: 10/07/2002

Incorporated in California in July of 2010

Private Patrol Operator Number: 16674, PPO License 2002-2010: 14700

License Expiration: 7/31/2022

Areas of Coverage: San Bernardino County, San Diego County, Los Angeles County, Orange County and Ventura County

Services Provided: Unarmed and Armed foot, bicycle, and vehicle patrols, armed vehicle escort services, pass through site patrols, lock-up services, alarm response, emergency services, Park Ranger, and Parking Enforcement.

Office Address:

301 E. Pomona Blvd. Suite B,
Monterey Park, CA 91755

Mailing Address:

P.O. Box 4042
Montebello, CA 90640

Office Phone Number/24 hour dispatch: (323) 796-0596

Office Number: (323) 450-2168

Fax Number: (323) 450-2169

Emergency Phone Cell phone Number: (760) 486-0779

Bid Contact: Oscar Gamez (323) 450-2168, Hilda Perez (760)486-0779

i. Company Profile

Alltech Industries, Inc (AII), incorporated in 2010, is a security company providing armed and unarmed vehicle escort services and foot, bicycle and vehicle patrols, and Parking Enforcement, covering Southern California, with a corporate office located in Los Angeles and a satellite office in Victorville, AII employs approximately 85 full and part time employees. AII makes every attempt possible to hire officers that are part of the community where the post is located.

Our growth the first couple of years cannot be measured with percentages, but rather with the type of clients we have. Our company started out by providing services to small restaurants, bars, nightclubs and local markets. As we gained experience and our reputation of providing exceptional service grew our customers changed, no longer providing services to bars and nightclubs, and including national companies such as Schneider National, Aramark, Target, Citi Group and international bank chains from Central America. Our company also expanded to include high-rise buildings, apartments, management companies and shopping centers. Currently we also provide services for different Cities, such as Santa Monica, Santa Clarita and Inglewood. As well as provide services to the Los Angeles Unified School District, Hemet Unified School District, Hesperia Unified School District, and the Victor Valley Union High School District.

AII recognizes that today's business enterprises are comprised of varied and valuable assets, such as people, property, products, information, financial infrastructure, reputation and shareholders. We also believe that not every business and client has the same security needs. Due to this, AII, tailors and customizes its services to suit the needs of its customers. We are not just a security guard company, but a partner committed to

enhancing the safety, security and success of our clients. As a result our clients continue to choose AII as their security service provider, we are pleased to have clients that continue to renew their contract with us and feel that we provide exceptional service. AII is confident that we can provide the City of Oxnard with the exceptional security services that it needs as well as provide any unexpected or as needed services that may arise at any moment's notice. In the pages that follow AII will demonstrate its capability to be able to provide the City of Oxnard with the services it requires and more, furthermore how our employment screening process provides our you with the best guards.

C. **Scope of Work**

The task and work that our highly trained security guards complete, vary from post and from client, some locations require more services than others while at other post our clients want us to conduct specific tasks. We pride ourselves in being able to satisfy our clients and give them the service that they want and meet their expectations, consistently. Our highly trained officers will execute the following tasks while on duty for the Oxnard:

- a. **Peace and Order-** The security officer will deter any disorderly conduct or breeches of peace, which can cause harm to personnel and the community, as well as damage/loss of property. As well as address and confront any disorderly conduct and notify the appropriate agency when further action is required or requested.
- b. **Customer Service-** Officer will be courteous, friendly, attentive and helpful to the needs of the Oxnard and the public. They will be trained to confront the public, especially when dealing with possible delinquents and violators, in a courteous but assertive manner, as well as be trained in the daily operations of the route. The officers will be trained in confrontations and how to behave and de-escalate situations where the public may be aggressive or angry towards the officer.
- c. **Emergency Assistance-** In the case of an emergency the officer will summon for the appropriate assistance, as well as notify dispatch and the posts emergency contacts. The officers will be trained to handle any situation and assist the notified agency, as well as do crowd control.
- d. **Reports-** Reports will be written in English and will be legible, intelligently and concisely written. Daily Activity Reports (DAR) will be written and used to report any situations that the officers come across while conducting their patrols. Incident Reports are used to document a specific event that occurred during a shift in which additional details must be provided. Any emergency situation in which assistance was called for will be documented in an Incident Report. All reports must be written and completed before the end of the shift and submitted to the post management. Reports can also be made available electronically. Monthly reports document all activity at the parks and with the contracted will also be provided to the Oxnard.
- e. **Equipment-** All Officers will be trained and know how to properly operate all equipment that they will be responsible for using. Which includes, but is not limited to vehicles, flashlights, and cell phones.
- f. **Miscellaneous Duties-** Other duties will be conducted by the Officers, such as conducting vehicle counts. Duties must be discussed with the management in order to ensure that tasks are being conducted, duties are added to the post orders, and that all officers are trained properly.
- g. **Uniforms-**The officer will dress in company uniform with full leather gear and equipment. Equipment includes, but is not limited to handgun, handcuffs, flashlight, baton, and cell phones. Raingear and jackets will also be provided to each officer. Each officer will have a Security Officer Badge with his or her assigned employee ID

number and will wear on the left breast of the uniform a nameplate with their last name. Any additional supplies that are needed will be delivered to the site immediately. The officers will have a neat and professional appearance, at all times and conduct themselves in a professional manner. All uniforms and insignia will be authorized by the State of California and the Oxnard.



All uses black pants and tan shirts. Over the left side of the chest officer will wear a badge, on the right side a nametags with employees last name, and first name initial and company ID badge number. On the sleeves the uniforms will have a patch, identifying the company. We are aware that tan is not allowed and can get different color shirt. The picture on the left is our standard guard uniform, the picture on the right consist of a polo shirt and bike shorts, this uniform is used when officers are on bike, or when a client wants a soft look.

- h. Dispatch-** All dispatch is available 24 hours a day 7 days a week, via telephone at (323) 796-0596. All officers will have a cell phone to communicate with a dispatcher at any moment. Officers are to report on and off duty via the radio and report their status every 30-45 minutes, as well as report when approaching a possibly dangerous situation. Clients will be able to contact a supervisor at the dispatch number at any time.
- i. Post Orders-** Post Orders will be prepared by the Operations Manager and verified by the General Manager and by the Oxnard. Officers will be trained and know the post orders. Post Orders are to have a detailed description of the Officers job duties, as well as contain emergency numbers and emergency procedures.
- j. Supervision and Operations-**
All contact person for the Oxnard contract will be Oscar Gamez, the General Manager. The General Manager will then be responsible for ensuring that all Field Supervisors and the Post Commander are aware of any changes or problems with the performance aspect of the contract. An Operation Manager will also be assigned to the contract; The Operations Manager acts as the second person in command, and will be in constant communication with the General Manager and be aware of anything occurring with the contract. The Operations Manager is responsible for ensuring compliance with the contract, hiring personnel, and oversees billing. One of the Officers assigned to the location will be a Post Commander and will be responsible

for ensuring that Officers are completing their Daily Activity Reports (DAR's), and in compliance with the Post Orders.

Each location is inspected at least once, daily. The supervisor will make sure that security guards are in full and complete uniform and that all rules and regulations that have been placed at the post are enforced. If there are any discrepancies, the supervisor will take necessary measures to correct such discrepancies. These measures include but are not limited to removing a security guard from location for retraining on the post training or warning strike against security officer. Supervisor will also be in charge of making sure that all DAR's and Incident Reports are clear and filled out correctly.

ALL assures that aside from the manager, the supervisors are aware of the duties conducted at all post. Supervisors and the Operations Manager will be constantly checking in with the Officers to ensure compliance with the post orders, the Operations Manager will also be reviewing the post orders, reports and dispatch activity to ensure that the employees and supervisors are providing the best quality of services. Employees, including Supervisors are monitored by ALL management to ensure that all Supervisors/Officers are conducting the best to their abilities and that the client is receiving quality service.

- k. **Quality Control-** ALL will be using different methods to assure quality control, and control of the budget and schedules. Officers will be responsible for submitting time sheets, Daily Activity Reports and will be responsible for using a monitoring system. All three items will be compared to ensure there are no discrepancies.
- l. ALL uses a reporting system and monitoring system called Track Tik. Track Tik is an integrated guard management system for monitoring, reporting and managing security operation. Guards can do patrol tours, report incidents and activities in real-time. Managers and clients can monitor, review, respond instantly from their browsers or smart-phone. Track Tik improves efficiency, accountability and profitability. Get real-time updates for every checkpoint scanned on the guard tours, it stores reports, pictures and messages to checkpoints. Creates customizable and searchable activity and incident reports, downloads or email reports instantly from the TrackTik dashboard. View real-time GPS locations of all officers, you are also able to watch your entire operation traveling between locations. Post orders are accessible on mobile devices and relevant to the guard's location. Officers would be utilizing smart phones to conduct all necessary work, eliminating the need for paper files, of course, paper files are available if proffered.



D. Work Plan

Alltech Industries, Inc goals are to provide exceptional Security services to the Oxnard and to meet all contract requirements. In order to accomplish these objectives, Alltech will assemble a start-up team that will involve the Operations Manager, General Manager, Lead-Supervisor, Supervisors and office staff. This team will develop a comprehensive Pre Start-up plan that will define goals to be achieved before the start date. A Post Start-up plan will also be developed to make sure that our preliminary work has been completed and that every aspect of our services is correct and complies with contract requirements.

Normally two (2) to four (4) weeks are required for a smooth, logical and orderly start-up, of course four (4) weeks is preferred. Assuming that the Oxnard can provide such notice, Alltech has prepared the following security Pre Start-Up schedule that sets forth a chronological order of events to be undertaken before the start date.

Sequential Activities to Complete the Scope of Work

- a. Coordination
 - 1. Appoint a Start-Up Team
 - 2. Joint Meeting with the Oxnard
 - 3. Start-Up Team review meeting
- b. Human Resources
 - 1. Recruitment
 - 2. Interviewing/Screening/Review of Qualifications
 - 3. Back Ground Checks, Employment Physicals, Drug Test
 - 4. Processing of New Hires
- C. Training (conducted by supervisors or Training Academy)
 - 1. Classroom training
 - 2. Missing Certifications Training
 - 3. On-Site Training
- D. Scheduling (Supervisors)
 - 1. Meet with the Oxnard for final Schedules/Changes
 - 2. Assign approved schedules to trained personnel
- E. Uniforms/Equipment (Office Staff)
 - 1. Issue uniforms
 - 2. Order Equipment
 - 3. Order Forms (DAR, Incident Report, Log sheets, etc)
 - 4. Post Orders

Schedule for Completing Tasks

	<u>Pre Start-Up Plan</u>	Week 1	Week 2	Week 3	Week 4
Coordination					
	Appoint a Transition Team	C			
	Joint Meeting with Client	C		C	
	Transition Team Review Meetings	C	C	C	C
Human Resources					
	Recruitment, Flyers, Job Fair, Ads	C			
	Interviewing/Screening/Review of Qualifications	W	C		
	Background Checks, Drug Testing, Employment Physical	W	W	C	
	Processing New Hires	W	W	C	
Training					
	Classroom Training		W	W	C
	Missing Certifications		W	W	C
	On-Site Training			W	C
Scheduling					
	Finalize Schedules with Client			W	C
	Assigned Schedules to trained personnel			W	C
Uniform/Equipment					
	Issue Uniforms			W	C
	Order Equipment		W		C
	Order Forms		W		C

C = Completion

W = Working toward Completion

	<u>Post Start Date Schedule</u>	Week 1	Week 2	Week 3	Week 4
	On-Site Service Evaluation	C	C	C	C
	Transition Team Review Meeting	C		C	C
	Post Orders/Security Manual Implementation	W		C	
	Master Schedule Revision			C	
	Training Curriculum Revision	W	W	C	
	Finalization of Site Survey Results				C
	Report Writing Procedures/ Review Service Standards		W	W	C

E. Hiring and Training

a. Employee Recruitment

AII constantly is receiving employment applications from officers seeking to work as security guards. Once a contract is assigned to AII, we begin searching through our pool of potential candidates. To obtain an extensive group of candidates, AII turns to local vocational centers and training academies, there we are able to view list of potential job seekers and post openings. Announcements are also placed in local papers and Internet search engines such as Caljobs. Once we have obtained an adequate pool of candidates we begin the hiring/screening process.

b. Employment Requirements

All security officers will be 21 years of age or older. They will have a high school diploma or GED. Security officers will speak, understand and write English proficiently. They will have at least two year of security officer experience, approximately 2,000 to 4,000 hours. They will have a current guard card and updated licenses for equipment used while on duty. They would have completed the new 40-hour training requirement mandated by The Department of Consumer Affairs before they commence employment. An extensive work history, background check and credit check will be conducted. Drug testing will be given before a security officer is hired and random drug testing will continue throughout employment.

Equal Opportunity Employer-AII does not discriminate against women, minorities or people with disabilities; we are an equal opportunity employer.

Criminal/Credit Background Check- Before employment the security officer has to pass a credit check and a criminal background check done through the California Department of Justice. Residence and past employer verifications are conducted. Employment is not granted if there is a conviction of any of the following: felony, violent misdemeanor, sex crime, military discharge (unless honorable), or if there is a pattern of irresponsible behavior.

Department of Motor Vehicles Check- Security officers must submit a DMV record before the first day of work. Any discrepancies will affect the hiring the individuals hiring. Officers will also have to pass our Driver Test which consist of a written test and a behind the wheels test.

Licenses and Permits- Each officer must have on file a current guard card and permits to carry and use mace, handcuffs, baton and/or a gun, if needed. Officers will be certified in Basic First Aid and Cardio Pulmonary Resuscitation (CPR). As well as certified in Powers of Arrest and have a valid class "C" driver's license. An on-site driving test and written test will be given to officer required to drive while on duty. Officer must carry licenses and permits when on duty, and shall present them when asked by post management or authorized officer. Once employed status of Licenses is randomly checked through the Bureau of Security and Investigation Services, if at any time licenses are suspended or placed on hold the officer is terminated.

Bilingual Skills- Our officers must have the ability to read, write, understand and speak English. Some of our clients do require that the officer be bilingual, and we are able to provide guards that are able to read, write, understand and speak Spanish.

Alcohol and Controlled Substances- AII has a NO tolerance policy on Alcohol and controlled substances. Employees will be subjected to random drug/alcohol screenings; failure to pass such screening will be grounds for immediate termination. Reporting to work under the influence of alcohol or illegal drugs will result in the immediate termination of employment and removal from post.

c. Training Requirements.

Before an officer is sent to any location an officer receives hours of training at our facility as well as outside facilities. Every location and client is different; therefore when an officer gets assigned to a specific location, the officer is trained on the everyday operation of the location for 30-40 hours, and post orders. A supervisor will accompany the officer to the site and conduct hours of on the job training to ensure that the officer understand the tasks that need to be completed and that they are being fulfilled adequately. While on site the supervisor will monitor the officer's work to ensure that it is done correctly. The officer will also be quizzed on possible scenarios to ensure proper response. Once the officer understands the post orders, a supervisor will conduct random inspections to ensure that the officer understand the tasks, officer will be re-trained if needed. The state of California requires each officer to receive 40 hours of training when becoming a security officer and an additional 8 hours every year. In addition to the requirements AII provides more hours of training. The amount of hours an officer is trained depends on the post orders of the location and the task that need to be completed. If AII feels that an officer needs more training it will be provided. AII will conduct intensive training courses to keep the security officers updated on changes in the security field. These sessions consist of viewing videotapes, lectures and on the job training. Courses are also taken at the local ROP program, Community Colleges and Guard Training academies. AII sends its guard to different locations for training as each location varies in classes and techniques. The following subjects will be covered:

- a. Report Writing-** The course covers Security terminology, details to include and the type of important information that is needed in a report
- b. Public Speaking-** Officers take a customer interaction course, covering public and client interaction and customer service.
- c. Customer Focus-** Officer recognizes gender and racial harassment and discrimination. Stereotyping. Introduction to Diversity, ethics and professionalism
- d. Parking and Traffic Control-** This course covers access control procedures, maintain safety awareness, safety signs, proper use of traffic control equipment. Handling traffic flow and large gatherings. Emergency evacuation procedures.
- e. Powers of Arrest-** Officers must have a California BSIS issued guard card, which covers Powers of Arrest.
- f. Legal Powers and Limitations-** Roles of a security officer. Introduction to criminal, civil and administrative procedure, and BSIS codes & Regulations

- g. **CPR & First Aid-** Class given by the American Red Cross, covering techniques and laws.
- h. **Driver Safety Training-** This course includes laws and proper ways to drive and maintain yourself safe, followed by a written test and a behind the wheel test.
- i. **Accident-** Officers will receive training on what to do in case of an accident, who must be contacted and where information is located.
- j. **Fire Protection and Prevention-** Officers take two course, one course covers Hazardous material and how to prevent fire or damage. The second course covers Fire protection and fire watch conduct and procedures.
- k. **Appearance and Grooming-** How to take care of the uniform and use of company equipment.
- l. **Crisis Management-** Gives the security officer direction and a template to use for response to a crises. Bad weather, terrorist attack, hazardous materials.
- m. **Officer Safety-** Discusses threat assessment, blood borne pathogens, environmental and hazardous materials.
- n. **Handling Difficult People-** Covers the following topics; communications, conflict management, speaking constructively, valuing diversity, negotiating and verbal diffusion.
- o. **Workplace Violence-** Detecting unusual behavior. Warning signs (Worker to Worker) Client to Customer and supervisor to subordinate.
- p. **Crowd Control-** How to properly and safely participate in crowd control or riot situations.
- q. **Interview Techniques-** This course prepares officers to conduct an interview and explain the difference in the various levels of interviews. The officers learns how to dialogue with a witness, victim and suspect. Course topics include interviewers responsibility, documentation, confidentiality, types of interviews, locations for interviews, note taking and demeanor of the officer
- r. **Crime scenes-** Officer learns the importance of preserving a crime scene. How to protect it, documenting evidence, recording the scene, preventing crime scene contamination, controlling access and assisting law enforcement.
- s. **Weapons of mass destruction-** Prevention and deterrence of the use of chemical agents, biological agents, radiological materials and explosive devices.
- t. **Principles of safeguarding information-** Covers all policy matter and procedures concerning access and restriction of client information.
- u. **Labor Relations-** The study and practice of managing unionized employment situations. This course covers labor history, labor law, Union Organizing, contract bargaining and the modified response to different scenarios.
- v. **Heat Illness prevention-** Human body response during heat stress. Hydrations procedures to treat heat exhaustions.
- w. **School Officer-** Officers will be trained on the laws surrounding being on a school campus while minors are present.



ATTACHMENT A

RATES AND COSTS EXHIBIT

<u>Position and Hours</u>	<u>Billing Rate</u>	<u>Total</u>
Armed Officer – hourly rate	\$ 25.76/hour	\$148,686.72/yr
Armed Officer – holiday hourly rate	\$ 38.64/hour	\$ 8,346.24/yr
Car Fee for Armed Officer – monthly	\$ 850.00/month	\$ 10,200.00/yr
GRAND TOTAL - \$ 167,232.96		

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	November 30, 2020	#03	_____
#02	_____	#04	_____

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.



City of Oxnard
Purchasing Department

Solicitation #PW 21-32
Bid Close Date: 12/10/20 at 2:00 pm PT

ATTACHMENT B COMPANY INFORMATION

Name of Company: Alltech Industries, Inc.

Address: 301 East Pomona Blvd., Suite B, Monterey Park, CA 91755

Service to provide: Armed Security Guard Services

Main Point of Contact: Hilda Perez or Oscar Gamez

Fed Tax ID: 27-4453612 City Tax ID: Will obtain upon award

E-mail: hperez@alltechguards.com (760) 486-0779
ogamez@alltechguards.com Phone: (714) 604-7688

9.0 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.)

10.0 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation: (Bidder can add as many sections to this bid response box as they need to state all employees providing services.)

Alltech Industries, Inc. will be hiring staff to cover this contract.

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

a. **BIDDER'S RESPONSE:**

b. **BIDDER'S RESPONSE:**

c. **BIDDER'S RESPONSE:**



City of Oxnard
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d. **BIDDER'S RESPONSE:**

e. **BIDDER'S RESPONSE:**

CERTIFICATIONS

I, Hilda Perez, a duly authorized agent of Alltech Industries, Inc.
Printed Name of Agent/Officer **Name of Organization**

hereby certify that Alltech Industries, Inc. by submission of this proposal in response to the
Name of Organization
solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature:

Date: December 9, 2020

Title of Agent/Officer: President

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

Credentials/Resumes/Certifications/Licenses

Alltech Industries, Inc. (AII) employees whether they are Officers, Supervisors or Management have the necessary Licenses and Permits to work as a Security Officer. We feel that it is important for the management to also be familiar with a site and work a site if necessary, we expect our officers to be professional and be able to complete their duties. If a Manager shows up to inspect/supervise a site and is not pleased with what they find when they arrive on site the Guard can be sent home and the Manager take their place. AII Supervisors have all started out with the company as Officers and where promoted to Supervisors. AII feels strongly about promoting from within the company, and promoting on the basis of merit and performance. Upon being awarded this contract AII will put together a team involving the President, the General Manager, Supervisors and office staff; assignments will be delegated in preparation for covering the event. All work will be conducted by AII staff, subcontractors will not be utilized.



Hilda Perez - President

Mrs. Perez has a Bachelors from CSULA in Criminal Justice. She has 16 year of experience in the Security industry, starting of as Office personnel, working as a Security officer, eventually becoming Operations Manager and the President of her own company. She is involved in the day to day operations of the company and focuses on hiring employees and contract compliance.



Oscar Gamez – General Manager

Mr. Gamez has a Bachelors of Science in Electrical Engineering and 23 years of experience in the Security Field. Mr. Gamez is involved in all the operations of the company focusing more on the Supervisor and the Officers. Mr. Gamez is very involved with each and every contract that AII has provided services. Mr. Gamez will be assigned to be the Program Manager and will be in constant communication with the City of Oxnard. He will be your direct contact person, and he will ensure that the Supervisors and Officers are doing their job as required. He will also provide training of all equipment and tools necessary to complete the job.

Oscar A. Gamez
General Manager
Alltech Industries, Inc.
Office-(323) 450-2168 Fax-(323) 450-2169
ogamez@alltechguards.com

Summary of Qualifications:

23 years of experience working in the security industry, 18 years of management experience.

Work Experience:

2010-Pres.	General Manager of Alltech Industries, Inc.
2002-2010	General Manager of Alltech Protective Services
1997-2002	Security Guard, Sales Consultant and Regional Manager of SSP Security Inc.

Special Skills:

- Recruited, hired, trained and scheduled Security Officers
- Developed and Implemented Security Officer and Supervisor Training Program
- Conducted Security Surveys
- Managed several locations in different counties
- Managed Security Officers
- Superior customer retention
- Conducted successful security investigations
- Experience with large complex operations
- Account development, employee forms, payroll, and invoicing
- Composing post orders for new clients
- Interacted with clients on a regular basis
- Inspected and interacted with personnel in the field
- Solicitation of potential clients
- Networking
- Emergency response
- Experience as a Security Officer and Supervisor
- Reduce the employee turnover rate

Licenses

Security Guard License and Firearms Permit, Baton and Maze Permit

Education

Bachelors of Science in Electrical Engineering with a specialization in Computer Engineering.

Hilda Perez
President
Alltech Industries Inc.
(760) 486-0779
hperez@alltechguards.com

Summary of Qualifications:

16 years of experience working in the security industry.

Work Experience:

2010-Pres.	President of Alltech Industries, Inc.
2004-2010	Experience as Security Officer, Office Manager and Operations Manager with SSP Security
2004-2006	Counselor at Optimist Boys Youth Homes-Supervising Juvenile Delinquents
2003-2004	Claims Adjuster, investigating property losses at Farmers Ins.

Special Skills:

- Knowledge of Human Resources Procedures and related Legal Issues
- Developed databases to manage accounts, spreadsheets, invoicing, and collections.
- Developed training on report writing
- Managed Security Officers
- Developed sales plans and objectives
- First Aid and CPR trained
- Verbal de-escalation
- Handling emergency situations
- Managing Accounts
- Criminal Procedures
- Interacted with clients on a regular basis
- Experience as Security Officer
- Trained Security Officers
- Implementing/writing post orders
- Experience supervising juvenile delinquents in a detention like setting

Licenses

Security Guard Card and Firearms Permit issued by the Bureau of Security and Investigative Services.

Education

Bachelor of Science in Criminal Justice

ATTACHMENT C 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:	Hesperia Unified School District
Address:	15576 Main Street, Hesperia, CA 92345
Contact person:	Virginia Gutierrez, Director - Purchasing, Facilities, Warehouse
Email address:	virginia.gutierrez@hesperiausd.org
Telephone address:	(760) 244-4411 Ext. 7304
Project name:	HUSD afterhour vehicle patrol
Dates worked performed:	July 2014 - Present
Summary of scope of services:	Provide 3 vehicle patrols of all the schools and alarm response.
Project cost:	\$505,000 annually

Reference 2	
Company name:	Central Unified School District
Address:	5652 W. Gettysburg, Fresno, CA 93722
Contact person:	Richard Romero
Email address:	rromero@centralusd.k12.ca.us
Telephone address:	(559) 274-4700 Ext 71212
Project name:	Afterhour Vehicle Security Patrol Services
Dates worked performed:	July 2018 to Present
Summary of scope of services:	Provide 1 vehicle Patrol of all schools in the District and Alarm Response
Project cost:	\$150,000.00 annually

Reference 3	
Company name:	Fullerton Joint Union High School District
Address:	1021 S Leslie St., La Habra, CA 90631



City of Oxnard
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Contact person:	Dale McCurry
Email address:	dmccurry@fjuhsd.org
Telephone address:	(714)680-5609
Project name:	Afterhours Vehicle Patrol
Dates worked performed:	2015-Present
Summary of scope of services:	Afterhour vehicle patrol of all schools in the district, respond to alarm calls.
Project cost:	\$220,000 annually

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: Alltech Industries, Inc. has not failed or refused to complete a contract.

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.

Central Unified School District
5652 W. Gettysburg, Fresno, CA 93722
Richard Romero
(559) 274-4700 Ext 71212
rromero@centralusd.k12.ca.us
July 2018 to Present
Provide one vehicle Patrol of all schools in the District and Alarm Response
\$150,000.00 annually

Anaheim Elementary School District
1001 S East St, Anaheim, CA 92805
Lenny Damico, Director, Maintenance & Operations
(714) 517-7551 x4303 or (714) 863-2853,
ldamico@anaheimelementary.org
July 2018- Present
\$85,000/year
Provide 1 after hours vehicle patrol and alarm response of all the District schools and facilities.



City of Oxnard
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ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder 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?

Yes _____ No X

2. If so, explain the circumstances:

Not Applicable



City of Oxnard
Purchasing Department

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ATTACHMENT E
CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Hilda Perez

depose and say that I am President

("Sole Owner", "A Partner", "President", or other proper title)
of Alltech Industries, Inc.

Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.



Signature



City of Oxnard
Purchasing Department

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ATTACHMENT F

LOCAL BUSINESS QUALIFICATION AFFIDAVIT

Alltech Industries, Inc. is not a local business.

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars (\$20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business."

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: Alltech Industries, Inc.

Physical Address: 301 East Pomona Blvd., Suite B, Monterey Park, CA 91755

Phone: (323) 450-2168

E-Mail: hperez@alltechguards.com

Date Principal Business Address Established: 08/2010 No. of Company Employees at this address: 95

If less than 36 months, list previous City of Oxnard location:

City Business License No.: will obtain one Taxpayer Identification No. (TIN): 27-4453612

Primary function of this location (i.e., sales, distribution, production, corporate, etc.):

Sales, and day to day office operations.

Signature of Company Official

Hilda Perez, President

December 10, 2020

Date

Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

BUREAU OF SECURITY AND INVESTIGATIVE SERVICES

LICENSING DETAILS FOR: 16674

NAME: ALLTECH INDUSTRIES INC

LICENSE TYPE: PRIVATE PATROL OPERATOR

PRIMARY STATUS: CURRENT

PREVIOUS NAMES: ALLTECH PROTECTIVE SERVICES 7/30/2010 AKA ❖ ALLTECH INDUSTRIES INC 7/30/2010 ❖ ALLTECH INDUSTRIES INC DBA ALLTECH PROTECTIVE SERVICES INC

ADDRESS OF RECORD

4781 E GETTYSBURG AVE STE 111
FRESNO CA 93726-1814
FRESNO COUNTY

ISSUANCE DATE

JULY 30, 2010

EXPIRATION DATE

JULY 31, 2022

CURRENT DATE / TIME

JULY 5, 2020
11:16:40 AM

LICENSE RELATIONSHIPS

PPO TO QUALIFIED MANAGER

LICENSE/REGISTRATION ROLE: PRIVATE PATROL OPERATOR

RELATED PARTY ROLE: QUALIFIED MANAGER

NAME: GAMEZ ALAVEZ, OSCAR ARMANDO

[VIEW MORE DETAILS](#)

ADDRESS :
LOS ANGELES CA 90063
LOS ANGELES COUNTY

PRESIDENT

LICENSE/REGISTRATION ROLE: BUSINESS LICENSE

RELATED PARTY ROLE: PRINCIPAL

NAME: PEREZ, HILDA

[VIEW MORE DETAILS](#)

ADDRESS NOT DISCLOSED

VICE-PRESIDENT

LICENSE/REGISTRATION ROLE: BUSINESS LICENSE

RELATED PARTY ROLE: PRINCIPAL

NAME: GAMEZ ALAVEZ, OSCAR ARMANDO

[VIEW MORE DETAILS](#)

ADDRESS NOT DISCLOSED



PUBLIC SAFETY COMMITTEE AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.8

DATE: March 16, 2021

TO: Public Safety Committee

FROM: Alexander Hamilton, Fire Chief, (805) 385-7708, alexander.hamilton@oxnard.org

SUBJECT: Award Agreement A-8299 to Wittman Enterprises, LLC to Provide Emergency Medical Services (EMS) Billing and Collection Services.

RECOMMENDATION

That City Council:

- 1) Award and authorize the Mayor to execute Agreement A-8299 with Wittman Enterprises, LLC for a not to exceed amount of \$500,000 annually for Emergency Medical Services (EMS) billing and collection services for a five year term commencing March 16, 2021; and
 - 2) Approve the use of Oxnard City Code 4-3.L that permits the City to “piggyback”, whereby the City utilizes another agency or jurisdiction’s solicitation, as allowed in the agreement between the City of Chula Vista and Wittman Enterprises, LLC.
- (Community Services, Public Safety, and Housing & Economic Development Committee approved 3-0.)

BACKGROUND

On December 1, 2020, Fire Department staff along with AP Triton Consultants presented a report to City Council reviewing an EMS System Valuation and Deployment Study. At that time, City Council approved Resolution 15,399 to assert the City’s statutory right to provide ambulance and emergency medical services pursuant to California Health & Safety Code Section 1797.201 and authorizing the City Manager to withdraw from the Joint Powers Agreement (JPA) created by the County of Ventura.

July 1, 2021, is the date the City will withdraw from the JPA. A Request for Proposals to provide ALS Ambulance Transport Services was posted on January 19, 2021, with a tentative date of April 20, 2021, for City Council approval of the agreement. This item requests the Council award an agreement to Wittman Enterprises, LLC to provide third-party billing and collection services, so the City may recover its cost of transport operations.

DISCUSSION

Wittman Enterprises, LLC has been selected to provide billing and collection services for the City based on Special Provision 5 of Agreement R2021-006 between the City of Chula Vista and Wittman Enterprises, LLC that allows for other public agencies to participate in the award of the contract.

The City of Chula Vista award to Wittman Enterprises, LLC was based on Request for Bid (RFB) for EMS Billing Collection Services (P04-20/21) released on September 18, 2020 and following competitive RFB process, pursuant to Chula Vista Municipal Code 2.56.080, to identify the most qualified and cost-effective company.

A total of one thousand two hundred and forty-two (1,242) companies were notified through PlanetBids. Twenty-one (21) companies downloaded the solicitation. Of the 21 companies that downloaded, seven (7) companies responded and three (3) were responsive. Upon review of responses and subsequent staff presentation by the two finalists, the contract was awarded to Wittman Enterprises, LLC. Wittman is well-known and well-respected for the medical services they provide to other agencies locally, and in particular for municipal providers of emergency ambulance transport.

The agreement is for a five year term, March 16, 2021, through March 15, 2026. The compensation to Wittman Enterprises, LLC is 3.25% of net receipts billed and collected with an anticipated amount not to exceed \$500,000 annually, upon completion of all required services to City's satisfaction, and a not to exceed amount of \$2,500,000 through March 15, 2026. Wittman Enterprises, LLC will procure a National Provider Identification number and submit and complete Medi-Cal enrollment on behalf of the City in anticipation of the ambulance transport services to start on July 1, 2021.

STRATEGIC PRIORITIES

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

Objective 1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

FINANCIAL IMPACT

The General Fund costs associated with this contract for medical billing services are limited to the compensation to be paid to Wittman Enterprises, i.e., 3.25% of net receipts billed and collected. The agreement term has a not to exceed amount of \$500,000 annually. Billing and collection services will begin in FY 2021-2022. The remaining 96.75% of net receipts billed and collected by Wittman Enterprises will be net new revenue for the General Fund, to recover the cost of transport operations. Recognition of the anticipated new revenue and an appropriation for transport operations will be included in the Proposed FY 2021-22 Budget.

Prepared by: Amy Van Atta, Management Analyst II

ATTACHMENTS

1. A-8299 Wittman Agreement.v4.agenda

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 16, 2021
- (2) Vendor: Wittman Enterprises, LLC
- (3) Services: To provide emergency medical billing and collection services for the Oxnard Fire Department emergency medical transport program, to procure a National Provider Identification number for the City and to submit and complete Medi-Cal Enrollment on behalf of the City.
- (4) Schedule of Services: Vendor to perform the required services described in Exhibit A, which is attached hereto and incorporated herein.
- (5) Agreement Ending Date: March 15, 2026
- (6) Total Agreement Amount: City shall pay a single fixed fee of 3.25% of net receipts billed and collected with an amount not to exceed \$500,000 annually, upon completion of all Required Services to City's satisfaction.
- (7) City's Project Manager: Jaime Villa
- (8) Vendor's Project Manager: Jennifer Gentry, Client Liaison
- (9) Insurance Coverage: INS-W
- (10) Addresses for Notice:

FOR VENDOR:

FOR CITY:

Attn: Corinne Wittman-Wong, CEO
11093 Sun Center Drive
Rancho Cordova, CA 95670
(916) 669-4608
cwittmanwong@webillems.com

Attn: Jaime Villa, Emergency Medical Coordinator
360 West Second Street
Oxnard, CA 93030
(805) 385-8361
Jaime.villa@oxnard.org

- (11) Contact Emails:

*VENDOR'S PROJECT
MANAGER:*

Jgentry@webillems.com

CITY'S PROJECT MANAGER:

Jaime.villa@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:

- X** Scope of Services Exhibit
- X** Rates and Costs Exhibit
- X** Insurance Exhibit (INS-W)

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) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Vendor 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. Vendor shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Vendor 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 Vendor.
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 Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in 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 Vendor in performing the Services.
6. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.
8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.
9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department

Director. Vendor hereby designates the person in the position listed in “(8) Vendor’s Project Manager” on the Cover Page as the person responsible for the Services who shall coordinate with City’s Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

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

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

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Vendor shall include a copy of this Section 12 in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

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

14. Hold Harmless, Defense and Indemnity.

If Vendor provides no design professional services, to the maximum extent permitted by law, Vendor 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 Vendor or of any of its officials, directors, officers, employees, subcontractors, or agents. Vendor’s obligation to defend is a separate and distinct obligation from Vendor’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Vendor shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel agreed upon by the City Attorney and the Vendor, immediately upon tender to Vendor 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 Vendor asserts that the liability

is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees. In the event of any dispute between Vendor and City, as to whether liability arises from the sole negligence of the City or its officers, employees, agents, subcontractors, or vendors, Vendor will be obligated to pay for the City's defense until such time as a final judgement has been entered adjudicating the City as solely negligent. Vendor will be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and cost of litigation.

a. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Vendor 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 Vendor is a material element of this Agreement. Vendor'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.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the 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. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

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

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual

property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

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

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this

Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section 19.

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

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

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

24. Non-Assignability. This Agreement contemplates personal performance by Vendor and is based upon a determination of Vendor's personnel's unique competence, experience and specialized personal knowledge. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.
25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.
26. 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.
27. 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.
28. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.
29. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.
30. 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.
31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
32. 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.
33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
34. 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.
35. 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.

36. 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.

37. 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.

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

[Signatures on next page]

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

CITY OF OXNARD

WITTMAN ENTERPRISES, LLC

X John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ Patricia Garcia, Buyer

Corinne Wittman-Wong, CEO Date

Walter Imboden, President/CFO Date

ATTEST:

Rose Chaparro, City Date
Clerk (only if Mayor signs)

APPROVED AS TO FORM:

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

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

SCOPE OF SERVICES

Wittman Enterprises, LLC, also referred to as “Vendor” to provide Emergency Medical Services (EMS) billing and collection services for the Oxnard Fire Department program, Advanced Life Support ambulance services.

Detailed description of services provided by Wittman Enterprises, LLC (vendor):

Provide detailed information on incomplete patient data. In the event a record is incomplete upon receipt, Wittman Enterprises, LLC shall accept patient data via hard copy. Utilize a secure data transfer system such as SFTP for billing transfer or an alternative detailed description of the recommended process.

Receive supplement patient information (such as FACE sheets, if available), via fax, email, mail, or other electronic means available.

Provide the software/hardware billing system to ensure complete and uninterrupted backup systems and a data recovery plan/system should a disaster occur. Provide their data recovery plan/system and provide information on data backups. Provide all hardware/software associated with the billing and collections process. The software will interface with ImageTrend Elite.

Provide an audit process and be responsible for reconciling ePCRs compared with CAD and ImageTrend Elite data to ensure there are no missing ePCRs, including ePCRs for each patient in a multiple patient incident; ePCRs meet minimum content criteria necessary to generate the appropriate fee schedule; fee schedules are accurate; billing codes are appropriate, and reports are reviewed to capture itemized charges.

Screen each document for completeness of data and level of service; ALS1-2, BLS, AMA/ Releases/ DOA, medications and skills administered. Apply the appropriate ICD 10 diagnosis codes and procedure codes for billing purposes. This will be inclusive of obtaining receiving hospital face sheets and patient/parent/guardian signature for authorization to bill.

Interface directly with ePCR vendor ImageTrend. Work with the City’s Fire Department EMS staff to identify data input gaps, errors, or other data needs, and describe a means of obtaining solutions to these problems.

Bill electronically on the firm’s secure server for the various claim types: Medicare, Medi-Cal, commercial insurances and private payers following all guidelines of CMS. Process denials for all insurances including Medicare and Medi-Cal according to defined timelines.

Responsible for obtaining demographic and insurance information from receiving hospitals and obtaining “Assignment Authorization”, also known as “lifetime signature”, which allows CMS to pay the provider directly.

Provide postage for the mailing of all correspondence of the billing operation.

Assign a liaison to the City. The individual will be a full- time employee with extensive knowledge of EMS billing practices, as well as EMS industry standard practices, and decision-making authority for problem resolution. The liaison will be available during regular business hours, have an alternate contact available in his/her absence.

The liaison to provide overall management and coordination of the contract on the vendor’s behalf and have access to technical assistance at all times.

Provide a minimum of six (6) hours of operational training and six (6) hours of management/finance training prior to the start of contractual services by the transfer of responsibilities to vendor. The vendor is to keep the

City abreast on changes in the billing process and new requirements for data gathering as they occur. Vendor to provide updates to the City on changes in federal and state laws related to services being provided and provide ongoing training throughout the contract as deemed necessary due to industry regulation changes, trends noted, product software changes; or to review services and how the vendor and City can work together to further reduce debt owed, maintain medical protocols and ensure all services are accurately billed.

Monitor all billing and regulatory changes impacting reimbursement and adjust its system to ensure regulatory compliance; and update the City of such changes with an explanation of how it will affect the City and its customers.

Provide the City with policies regarding the code of conduct, staff and vendor acknowledgment form, conflict of interest policy, background check policy, reporting compliance concerns policy.

Provide the City with the following procedures: General billing, coding and charge entry, credit balances/overpayments, hardship waivers, collections and write offs, patient signatures, denials, patient communications, patient confidentiality, records management and retention and quality assurance or continuous quality improvement. Quality assurance would ideally include a random 10% chart review by the supervisor for billing discrepancies.

Provide acknowledgement of account placement within 10 days of submission via the same method that the account was submitted.

Provide City access to the database via web link or other method(s) in order to determine the progress of the collection efforts. This method must be maintained throughout the life of the contract and the City will retain data ownerships at the end of the contract's term.

For all accounts that are assigned to the vendor, all customer contact, including notices, mailing, itemizations, , bankruptcy filings, and miscellaneous requests and inquiries, is the sole responsibility of the vendor. Responsible for maintaining accurate records of all correspondence, documents, accounting records, transactions and other relative evidence.

Apply and participate in Section 1011 of the Medicare Modernization Act, which involves reimbursement for care of undocumented aliens. Submit any claims to Trailblazer, within 180 days of end of federal fiscal quarter in which the service was provided and provide a report with a list of all 1011 claims and reimbursements submitted to Trailblazer to the City of Oxnard.

Provide two plans for remitting payment to the City for services. The first should be based upon the cumulative daily deposits to the City's bank account with a detailed electronic notification sent. The second scenario would be a monthly remittance/reconciliation of the prior month's activities. Provide benefit/cost/accounting analysis of both options as well as time frames for activities. For example, deposit and notification within three (3) days of receipt, monthly reports by tenth (10th) day of following month, etc.

Provide customer service representatives that are available from 8:00 AM – 4:30 PM, Pacific Time, Monday through Friday, excluding major holidays. A toll-free number to be provided, as well as fax and email. Provide sufficient Customer Service Representative(s) to assist patients and/or third-party payees in all billing inquiries in a timely manner, not to exceed two (2) business days. Provide courteous business procedures throughout the term of the contract with our customers and with City personnel. Spanish-speaking representatives shall be available, as shall a language translation service for other language needs of patients or their representatives.

Provide to the City a monthly report on the status of each account including; account number, patient number, call number, customer name, date of service, the amount received, the charges waived, the balance due and date of last payment, and the actions taken on the account. If an account is deemed uncollectible, information

regarding this determination must be provided to the City.

Provide to the City monthly financial detailed and summary reports including totals for receipts, accounts receivable, and total accounts receivable collection percentage, write-offs (mandatory and other), and refund reports (including refunds pending). Additional reports that the City may need, or request will automatically be formatted to their specifications and sent. Repeat caller reports will be provided quarterly. Provide monthly revenue reports that separate monthly income based on Oxnard Fire call origination/location. These revenue reports should be with and without write offs and include a description of credits, percentage of total quantity and total amounts. Reports should have the capability to be run by any requested date parameters.

Provide monthly insurance payer mix report. This should include the description of insurance, percentage of total for Medicare, Medi-Cal, Private Insurance, and Self pays with total amounts.

Provide monthly billing reports with the total base charges ALS1-2, BLS, AMA/ Releases/ DOA, First Responder Fee, for resident/ non-resident, District/ City and the add on of a first responder fee billed for the month. Along with the quantity of medications, skills and bundling type per billing category. In addition to the charged amounts the amount collected per base charged in the specific category should be provided in the monthly report.

Provide to the City an annual financial summary report as of June 30 (City's fiscal year end) including totals for receipts, net accounts receivable, total accounts receivable, write-offs and collection percentage. This report should be submitted to the City no later than July 30th of each year, for the previous fiscal year.

Provide reports not specifically identified in this RFP that would be useful to the City EMS/Service and or accounts receivable process. For example, revenue trend analysis, future outlook, etc.

Guarantee the confidentiality, security and safety of all files, documents, and information provided by the City, except as to disclosure required by federal and state laws and regulations. Comply with all federal, state, and local statutes and regulations regarding protected health information, including the Health Insurance and Portability and Accountability Act of 1996 (HIPAA).

Exercise its best ethical, prudent, lawful and professional efforts to secure collections on all accounts referred by the City. Collections activities shall comply with all federal, state and local laws, including but not limited to the Federal Fair Debt Collection Practices Act.

Process all customer payments in accordance with applicable Payment Card Industry (PCI) security requirements.

Possess an identity theft prevention program in place in accordance with the Fair and Accurate Credit Transaction (FACT) Act of 2003 (Red Flag Rules). Supply the City with a copy of vendor's policy. Responsible for all "Breach" notifications concerning the loss of unprotected PHI in their possession in accordance with the Health Information Technology for Economic and Clinical Health Act (HITECH).

Comply with all Centers for Medicare & Medicaid (CMS) regulations and applicable State Medi-Cal regulations regarding claim submittal and processing in its entirety. Remain current in CMS regulations and inform the City if its current practices need to be modified to adhere to all regulatory compliance matters. Any reductions in Medicare or Medi-Cal reimbursement that are the result of failures on the part of vendor to submit claims in accordance with established timelines (where the delay is solely the fault of the vendor) will not be transferred to the City. Responsible, in these situations, to reimburse the City as if the reimbursement was not reduced for the late submission. The City may request an authorization to bill.

Vendor to be HIPAA compliant, enter into a HIPAA business associate agreement with the City, and shall maintain HIPAA compliance throughout the term of this contract. Provide a HIPAA certification or a

statement on compliance as well as a draft business associate agreement. Any violations of HIPAA by the Agency will be grounds for contract termination.

At any time, all records pertaining to the City will be subject to inspection, review, or audit by City, state or federal officials, during the contract period and for seven (7) years after the termination of the contract. Retain records according to an agreed upon retention plan. Thereafter the vendor to release them to the City of Oxnard for permanent storage, or at the City request, be properly destroyed. The shredding must be done on vendor's site.

Will not assign or subcontract any portion of this agreement or transfer or assign any claim, pursuant to this contract, without the written consent of the City. (This includes the outsourcing or offshoring of data).

Any settlement of principal or charges shall be agreed upon in writing between the vendor and the City, prior to acceptance.

Vendor shall not enter into any Third-Party Agreements (TPA) with clearinghouses, insurance companies or any other arrangement that results in a reduction of reimbursement without the written approval of the City. Absent of such written approval, vendor will consider any reduced reimbursement from such arrangements to be solely at their expense and will reimburse City as if the reimbursement was provided in full.

Assist the City in applying for Medi-Cal healthcare provider status once transport operations have commenced.

File Medi-Cal Ground Emergency Medical Transport (GEMT) claims reports with the identified administrative agency, as well as provide any required documentation.

Assist in providing the necessary data needed to apply for additional governmental cost recovery programs such as, GEMT, GEMT Quality Assurance Fee (QAF), and Public Provider Intergovernmental Transfer (PPIGT). Provide examples of how they provide these services to other governmental agencies, and describe their experience in processing claims for federal supplemental reimbursement programs. The vendor shall provide the necessary reporting on the reimbursement of these funds and transfer these funds to the City during the month they were received.

To the extent possible, provide electronic claims processing and paper filings to all insurance companies. The first invoice will be dated no later than two (2) business days after the ePCR is available on the secured website. The second notice will be sent to the patient or responsible party thirty (30) days after the original invoice. The third notice (final notice) will be sent to the patient or responsible party thirty (30) days after the second notice has been mailed. Exceptions can be made for extenuating circumstances (i.e. pending litigation).

Payments received on behalf of City of Oxnard will be deposited to the City of Oxnard-designated bank account within three (3) business days. On a daily basis, records of deposits will be correlated with database reports.

Negotiate and arrange a modified payment schedule for those individuals who are unable to pay the full amount when invoiced. The vendor shall be authorized to establish a monthly payment of no less than \$25.00 per month and is to ensure those individuals continue to pay at least that amount for the duration of the invoice. Vendor will collect from the patient any remaining amount after patient's insurance or other third-party payments are made, when permitted by law and provider agreement.

Agrees to provide all invoices and related insurance forms with remittance advice: return envelope with the address to be designated and approved by the City of Oxnard. Window envelopes are acceptable for satisfying this requirement. Invoice envelopes will indicate "Address Service Correction."; postage for the mailing of all said invoices and forms for the billing operation; patient statement with a message stating, "all checks must be made

payable to the City of Oxnard.” Sample of invoice to be provided to the City of Oxnard and approved prior to implementation; reasonable effort to locate and correct any incorrect billing address for billable patients; a working arrangement with all City of Oxnard-serviced hospitals.

Work with the City of Oxnard staff to maximize collections as allowed and serve as a vendor in the area of fee schedules (e.g. bundling vs. unbundling) or other matters as applicable. The universal base rate for all transports will remain at the level approved by the city council, but the vendor will evaluate all other service fees such as mileage, oxygen, procedures, medications, etc. initially and periodically thereafter to optimize the net revenue collected by the city for services. The vendor will utilize their existing data for regional provider agencies and payors to provide city with service fee recommendations.

The vendor will apply for and obtain a National Provider Identification number for the City.

The vendor will successfully complete the Medi-CAL enrollment for the City.

RATES AND COSTS EXHIBIT

City shall pay a single fixed fee of 3.25% of net receipts billed and collected with an amount not to exceed \$500,000 annually, upon completion of all Required Services to City's satisfaction, and a not to exceed amount of \$2,500,000 through March 15, 2026.

INSURANCE EXHIBIT

Exhibit INS-W

**INSURANCE REQUIREMENTS FOR VENDORS
(WITH CYBER LIABILITY AND ERRORS AND OMISSIONS REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

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

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

d. Cyber Liability in an amount not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If the policy is written on a claims made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

e. Professional liability/errors and omissions insurance appropriate to Vendor's profession to a minimum coverage of \$1,000,000, with neither Vendor nor listed subVendors 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.

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-W. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard

Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

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

4. Vendor agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Vendor; products and completed operations of Vendor; premises owned, occupied or used by Vendor; or automobiles owned, leased, hired or borrowed by Vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-W 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 coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to Vendor shall also be applicable to Vendor's subVendors. Vendor agrees to maintain appropriate agreements with subVendors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER CYBER LIABILITY				EACH OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000
A	ERRORS AND OMISSIONS INSURANCE OR MALPRACTICE INSURANCE AVAILABLE FOR THE INSURED'S PROFESSION				MINIMUM COVERAGE \$1,000,000 Each Vendor & listed sub-Vendor \$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
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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: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
NAMED INSURED Telephone: _____	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ coverage. ☐ Per Occurrence		
TYPE OF INSURANCE GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS _____	
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		OTHER PROVISIONS Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____	
LIABILITY LIMITS IN THOUSANDS \$ EACH OCCURRENCE AGGREGATE			
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)
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PRODUCER Telephone: _____	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)
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:
	CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER	OTHER PROVISIONS
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.	
CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	

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

- 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 _____



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.9

DATE: March 16, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Appropriation of Bond Proceeds.

RECOMMENDATION

That the City Council:

1. Find that the appropriation of bond proceeds is not a "project" pursuant to California Environmental Quality Act (CEQA) sections 15061(b)(3) and 15378;
 2. Approve the list of redevelopment bond proceeds projects; and
 3. Appropriate \$6,563,223 of 2006 Tax Allocation Bond (TAB) Proceeds for street and alley resurfacing, parking lot improvements, and fiber network expansions.
- (Finance and Governance Committee approved 3-0)

BACKGROUND

In a series of actions taken by the former Oxnard Community Development Commission in 2006, separate tax allocation bond issues were sold for the Historical Enhancement and Revitalization of Oxnard (HERO), Ormond Beach, and Southwinds Project Areas (the "Project Areas" - see attached map). These bonds were required to be used to provide financing for redevelopment activities in these Project Areas and are collectively referred to as the Bond Proceeds. In November 2014, through a series of approvals and an agreement, the Successor Agency transferred the Bond Proceeds to the City. The bond documents allow a broad range of projects to be undertaken in the Project Areas. Expenditures are restricted to the geographic boundaries of each Project Area for which the bonds were sold, and they must be used for construction of new public facilities or improvements.

On April 2, 2019, in conjunction with adoption of the 2019-2024 City of Oxnard Five Year Capital Improvement Program ("CIP"), staff requested that Council approve a proposed list of projects for the Bond Proceeds and appropriate funding to these projects. Included in that list were two projects--the AWP Expansion Land Acquisition (\$3,141,109 of Ormond Beach funding), and the Oxnard PAL Facility Rehabilitation (\$2,298,700 of HERO funding)--that are no longer viable. In both cases, the timelines for completion are a few years, and the funding needs to be spent faster than that. Therefore, staff is now requesting that funds be un-appropriated from these projects and that the funds be re-appropriated toward other projects inside the same project area.

DISCUSSION

Ormond Beach Bond Proceeds

In addition to the amount for the prior proposed project, the Ormond Beach bond proceeds have accrued an additional \$112,930 of interest earnings, so the total re-appropriation amount is \$3,254,039. Staff proposes the following four uses for these funds:

1. Ormond Beach Neighborhood Street Resurfacing
Resurfacing of several streets within the Ormond Beach Neighborhood--including Cypress Road, Arcturus Avenue, Edison Drive, Magellan Avenue, and Mcwane Boulevard--as well as median rehabilitation and gateway upgrades along Hueneme Road from J Street to Edison Drive, including replacement of medians, trees, street signs, and gateway signs.
Estimated cost: \$2,000,000.

2. Perkins Road Parking Lot Improvement
Parking lot improvements located at the terminus of Perkins Road which includes resurfacing of the entire parking lot, new fencing and gates, light-up bollards, and 2 electric vehicle charging stations.
Estimated cost: \$600,000.

3. Ormond Industrial Area Fiber Expansion
Fiber network extension to Ormond manufacturing zoned area - Install approximately 7,000 feet of 144 strand fiber optic cable on Arcturus Avenue, McWane Boulevard, and Edison Drive. The fiber build would connect to the existing fiber network on East Hueneme Road forming a “loop” encompassing the entire perimeter of the light manufacturing zoned area. This would provide the foundational infrastructure to deploy high-speed broadband, community security systems or other “smart city” applications with future development in the area.
Estimated cost: \$412,500.

4. Perkins Road Fiber Expansion
Fiber network expansion and connection to the stormwater pump station at the southern end of Perkins Road. This connection would facilitate the deployment of SCADA infrastructure to monitor the pump station in real-time, and the deployment of cameras connected to the wastewater CCTV security system to improve the safety and security of the pump station.
Estimated cost: \$153,450.

Since the Ormond Beach Project Area is in the coastal zone, staff is concerned that any project that requires Coastal Commission approval will not be able to obtain that approval fast enough. Thus, the balance of these funds, and any additional unspent Ormond Beach bond proceeds (for example, if one of these projects came in below cost) would be shared among the underlying taxing jurisdictions (the County, the school districts, and the City itself, among others) via distributions from the Real Property Tax Trust Fund of the Successor Agency to the former redevelopment agency of the City.

HERO Bond Proceeds

In addition to the amount for the prior proposed project, the HERO bond proceeds have accrued an additional \$212,119, so the total re-appropriation amount is \$2,498,875. Staff proposes this entire amount be used for reconstruction of alleyways. Some of the lowest Pavement Condition Index (PCI) ratings for alleyways within the HERO geographic boundaries are the following:

Alley		Current PCI	Cost
1	Pleasant Valley Road Alley (between C Street and Saviers Road)	0	\$177,980
2	Alley east of Saviers Road (between Dollie Street and Pleasant Valley Road)	0	\$198,000
3	Alley east of Fournier Street (between Channel Islands Boulevard and Tamarac Street)	0	\$357,500
4	Alley north of Maple Street (between Saviers Road and San Marino Street)	0	\$81,400
5	Alley east of A Street (between First Street and Second Street)	0	\$156,200
6	Alley north of Lark Street (between Samuel Avenue and Circle Drive)	1	\$360,800
7	Alley east of Paula Street (between Clinton and Tamarac Streets)	2	\$239,800
8	Alley east of J Street and alley north of Linden Drive (between J and Kamala Streets)	4	\$294,140
9	Alley south of Ontario Street (between Ninth Street and Wooley Road)	7	\$157,520
10	Alley north of Glenwood Drive, alley east of C Street, and alley south of Gonzales Road (between Oxnard Service Boulevard)	9	\$258,720
11	Alley north of First Street (between A Street and Oxnard Boulevard)	15	\$52,800
12	Alley east of D Street (between Fifth and Seventh Streets)	18	\$184,800
Total			\$2,519,660

Since the total estimated cost of the alleys listed above exceeds the total amount of HERO funds available, staff will plan to repave the first eleven alleyways listed above. If we can accomplish the D Street alley within the total dollar value of \$2,498,875, we will proceed; if we cannot, we will not complete this last alleyway. This paving will be coming to Council, packaged as one project, for construction contract award, at which time staff will be able to share which alleys we can ultimately accomplish with these funds.

Planning Commission Determination of Conformity with General Plan

With the exception of the two fiber network extensions and the parking lot improvements listed above for Ormond Beach funding, all of the aforementioned projects were in the 2019-2024 or 2020-2025 CIP (or both), so the Planning Commission has already determined that they are in

conformance with the City's General Plan and relevant Coastal Land Use Plan policies. On February 18, 2021, staff brought forth the two fiber network extensions and parking lot improvements to the Planning Commission, which determined these projects are also in conformance with the City's General Plan and relevant Coastal Land Use Plan policies.

As required by the California Environmental Quality Act (CEQA), environmental review will be conducted prior to construction of the individual projects identified within this staff report. Any required environmental documents will be prepared pursuant to CEQA as part of project permit processing or at any other point in time as required by CEQA. The proposed appropriation of bond proceeds activity is not a "project" as the lead agency has determined with certainty that pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378 the proposed funding document does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

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 1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.

Objective 1a. Complete the Public Works Integrated Master Plan.

Goal 2. Develop an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and storm water.

Objective 2a. Develop a City-wide asset management program.

Objective 2b. Develop an asset management funding plan.

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

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

The attached Budget Appropriation Request and table below outlined the appropriation action totaling \$4,391,468 of 2006 Tax Allocation Bond (TAB) Proceeds. This is for the projects listed above and four projects previously approved on April 2, 2019--including the Council Chambers Remodel (\$300,000 of HERO funding), Beck Park Basketball Court Upgrades (\$99,905 of HERO funding); Southwinds Park Basketball Court Resurfacing (\$86,853 of Southwinds funding); and Thompson Park, Community Center Park and Johnson Park Upgrades (\$399,696 of HERO funding)--that were not listed in a B.A. at that time and so have been added to this B.A.

Project Listing	Ormond 2006 TAB Allocation	HERO 2006 TAB Allocation	Southwind 2006 TAB Allocation
Ormond Beach Neighborhood Resurfacing	2,000,000		
Perkins Road Parking Lot Improvement	600,000		
Ormond Industrial Area Fiber Expansion	412,500		
Perkins Road Fiber Expansion	153,450		
Alleyways		2,498,875	
Council Chambers Remodel		300,000	
Beck Park Basketball Court Upgrades		99,905	
Thompson Park, Community Center Park, & Johnson Park Upgrades		399,696	

Southwinds Park Basketball Court Resurfacing			86,853
Unappropriation of Oxnard PAL Facility Rehab		(2,180,596)	
Total Appropriations	\$3,165,950	\$1,138,665	\$86,853

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on February 23, 2021, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. BA - 2006 TAB Allocation 2.12.21
2. Redevelopment Bond Areas Map
3. Alley Map

REQUEST FOR BUDGET APPROPRIATION

Department: City Manger
Project/Program
Manager: Shiri Klima

Date: _____
Phone: _____

Reason for Appropriation:

To appropriate 2006 Tab Allocation Bonds Proceeds for Ormond Beach, HERO, and Southwind

Accounts and Descriptions

AMOUNT

Fund: 315 - 2006 TAB HERO/SW/ORMOND

Expenditures/Transfers Out

Ormond Beach Neighborhood Resurfacing (PROJECT 215707)

315-9763-826.84-51	SERVICES FROM OTHER PROG	300,000
315-9763-826.86-04	IMPROVEMENTS NOT BLDG-NEW	1,700,000

Perkins Road Parking Lot Improvement (PROJECT 215708)

315-9763-826.84-51	SERVICES FROM OTHER PROG	90,000
315-9763-826.86-04	IMPROVEMENTS NOT BLDG-NEW	510,000

Ormond MFG. Fiber Extension (PROJECT 217301)

315-7364-826.84-51	SERVICES FROM OTHER PROG	61,875
315-7364-826.82-09	SVCS-OTHER PROF/CONTRACT	350,625

12 Alleyways (PROJECT 215709)

315-7364-826.84-51	SERVICES FROM OTHER PROG	377,949
315-7364-826.82-09	SVCS-OTHER PROF/CONTRACT	2,141,711

AWPF Fiber Extension (PROJECT 217302)

315-7364-826.84-51	SERVICES FROM OTHER PROG	23,018
315-7364-826.82-09	SVCS-OTHER PROF/CONTRACT	130,433

COUNCIL CHAMBERS REMODEL (PROJECT 211401)

315-9763-826.84-51	SERVICES FROM OTHER PROG	45,000
315-9763-826.86-04	IMPROVEMENTS NOT BLDG-NEW	255,000

BECK PARK BASKETBALL COURT UPGR (PROJECT 215703)

315-9763-826.82-09	SVCS-OTHER PROF/CONTRACT	84,919
315-9763-826.84-51	SERVICES FROM OTHER PROG	14,986

SOUTHWINDS PARK BASKETBALL COURT RESUR (PROJECT 215705)

315-9763-826.82-09	SVCS-OTHER PROF/CONTRACT	73,825
315-9763-826.84-51	SERVICES FROM OTHER PROG	13,028

THOMPSON, COMMUNITY CENTER & JOHNSON PARK UPGR (PROJECT 215706)

315-9763-826.84-51	SERVICES FROM OTHER PROG	59,954
315-9763-826.86-04	IMPROVEMENTS NOT BLDG-NEW	339,742

OXNARD PAL FACILITY REHAB (PROJECT 205501)

315-5595-826.84-51	SERVICES FROM OTHER PROG	(367,569)
315-5595-826.86-02	CAPITAL OUTLAY / BUILDINGS-NEW	(1,813,027)

Sub-total Expenditures	4,391,468
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Net Change to Fund Balance	(4,391,468)
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Net Appropriation Change	4,391,468
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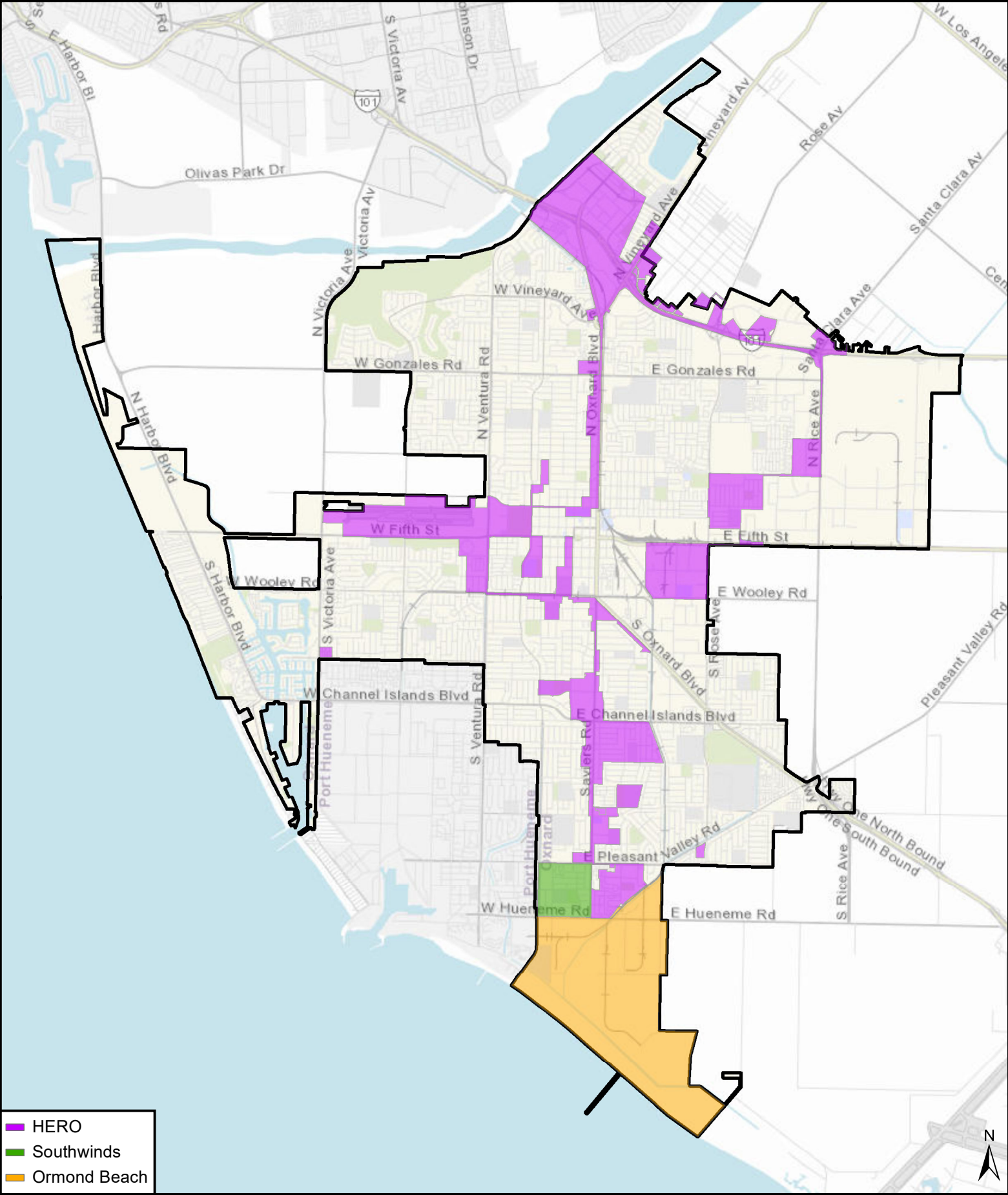
Approvals

Department Director _____

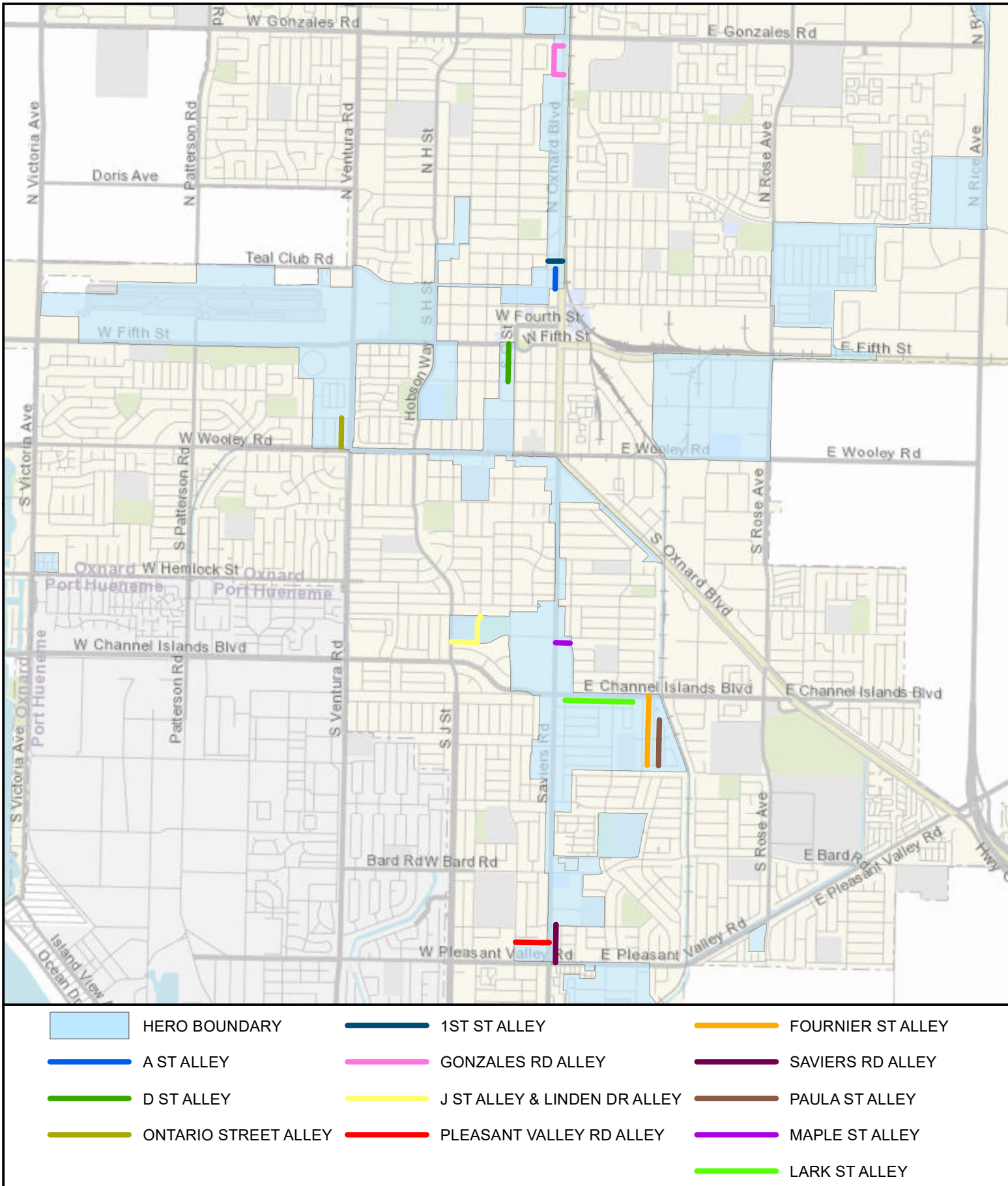
Chief Financial Officer _____

City Manager _____

Oxnard Redevelopment Bond Areas



Alley Improvement Project Location Map - HERO





CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. K.1

DATE: March 16, 2021

TO: City Council

FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org

SUBJECT: Revamped Chart of Accounts for New Tyler Munis Enterprise Resource Planning Software System.
(0/15/15)

RECOMMENDATION

That the City Council receive and file a presentation on the revamped chart of accounts for new Tyler Munis Enterprise Resource Planning software system (This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/3PIHSWo2E50>

BACKGROUND

For a quarter-century, HTE enterprise resource planning (ERP) software has been a reliable workhorse for the City's back-office functions of accounting, purchasing and payroll. As pointed out to City Council during the meeting of October 1, 2019, HTE -- like all software eventually -- has reached the end of its useful life and needs to be replaced. Hence, City Council on that date approved a contract with Tyler Technologies, Inc. for its Munis/ExecuTime/EnerGov ERP software, and authorized the issuance of bonds to pay for the the first phase of the ERP implementation project.

A particularly thorny problem that has increasingly plagued the HTE software over the 25 years since the Finance Department first installed it for the City is the chart of accounts, or "COA." The COA serves as the foundation for an organization's financial recordkeeping system. It includes a listing of every account in the accounting system. The COA is used to define the "who" (fund, department, division) a transaction relates to, and the "what" (asset, liability, revenue, expense) a transaction is for.

The problem with the current COA was bluntly and accurately summarized by City Treasurer Phillip Molina in April 2019: "If you look at the current software and realize the problem isn't the software but the fact that the City has refused to provide staff access to continuing education on the upgrades of the software, plus the fact that over the years 'non-accountants' have been authorized to add, change and adjust the city's chart-of-accounts not knowing what they were doing are the real issues."

The first issue (staff knowledge) has been addressed by more training of Finance Department staff and will not be repeated with the Tyler Munis ERP software because of the many channels of education, training and support that Tyler offers to all users.

The second issue (uncontrolled changes to the COA) will be addressed by a formal "change control" process once Munis goes live in 2022. Only the Controller, or accounting-qualified designee, will be permitted to make changes to the COA - and even then only after a change control committee's review and recommendation. There will be no more "non-

accountants" altering the COA, which is being significantly revamped as part of the Tyler Munis ERP implementation.

The uncontrolled growth in the City's current HTE chart of accounts is best illustrated by the number of "divisions" it currently has. A "division" in a COA should be an organizational unit within a department. On the City's organization charts, there are 106 divisions spread across 15 different departments.

But in HTE today, almost unbelievably, there are 1,776 divisions, mostly spawned by a need over the decades for operating departments to track individual projects and programs by creating a "division" for each one inside HTE. As shown on slide 5 of the accompanying PowerPoint presentation, this will cease with the creation of a revised COA for Munis.

Another example of the problem with the current COA is the large number of funds. Again, the City Treasurer, from August 2020: "My point is today we are told Oxnard has over 170 different funds.....I doubt the State of California has that many funds."

This diagnosis is spot-on. Consider the following ratios for the State of California versus the City of Oxnard:

Population: State of California has 190 times as many residents as the City

Budget: State budget is 380 times as large as the City's budget

FTE's: State government has 159 times as many employees as the City

Accounting funds in the COA: State government has only 7 times as many active accounting funds as the City, so -- at least compared with the State -- the City has a relatively large number of accounting funds.

The Munis software allows the number of City funds to be reduced by more than 70 percent, to 48. (See slide 5.) The Munis software makes this possible by offering a "Program" segment in the COA, as shown in the right-hand column of slide 5. The "Program" segment is an extension of the "Fund" concept, and can be thought of as a subfund. All the transaction processing, financial reporting and auditing of what today are individual funds will still be available for the new "programs" ("subfunds") under Munis.

Three groups of what are now separate funds will be reconfigured in this way. First, the four existing Transportation Development Act (TDA) funds in HTE will be consolidated into one TDA fund with four separate programs (subfunds).

Second, the nearly one dozen existing development impact fee funds in HTE will be consolidated into two funds, one for AB 1600 development impact fees, the other for non-AB 1600 development impact fees. Each development impact fee will be its own program (subfund) within the new fund, to continue to be in compliance with State law by segregating monies to ensure only allowable expenditures from each program (subfund).

Similarly, and most dramatically, the City's 55 special districts (assessment districts, community facilities districts, landscape maintenance districts, and waterways assessment districts) will be accounted for and reported by individual program in one new special districts fund. Just as with the programs (subfunds) for the TDA and development impact fees, each special district will have its own self-balancing set of accounts via the program (subfund) feature of the Munis chart of accounts. And, just as with the current COA under HTE, this will continue to prevent the commingling of funds, which of course is prohibited by State law.

All this is portrayed on slides 5, 9 and 13. The remainder of the PowerPoint presentation highlights other advantages and changes coming to the City's financial system as a result of the Munis implementation.

In order to continue to maintain compliance with State law that the current COA supports under HTE, three technical changes to the City Council's Financial Management Policies will be needed, commencing with the FY 2022-23 Budget a

little over a year from now. The changes will involve the level of detail at which City Council adopts the budget (and later approves any changes to the adopted budget -- either up or down) and for which management is authorized to transfer appropriations made by City Council.

Financial Management Policy I.D.1 & 2: Currently, City Council adopts the budget by individual fund, so the fund is the level of control for all appropriations. After the combining of multiple existing funds into a single new fund for TDA, into two new funds for development impact fees, and into one new fund for special districts, the City Council will need to adopt the budget at the program (subfund) level for the new TDA fund, the two new development impact fee funds, and the new special districts fund.

Financial Management Policy I.D.3: Currently, the City Manager is authorized to transfer appropriations between departments within the same fund. Once the new COA under Munis takes effect with the FY 2022-23 Budget, City Council will need to grant the City Manager authority to transfer appropriations only within the same program (subfund) for the new TDA fund, the two new development impact fee funds, and the new special districts fund.

Financial Management Policy I.D.4: Currently, department directors are authorized "for appropriation transfers between programs within the same fund, as long as funding is available in the department as a whole." Since the City Manager will be recommended to be granted appropriation transfer authority within the same program (subfund) for the new TDA fund, the two new development impact fee funds, and the new special districts fund, department directors no longer need to be granted any appropriation transfer authority for the four new funds in these three areas. Therefore, department directors will be recommended to be granted the authority to transfer appropriations for programs within the same fund except for the new TDA fund, the two new development impact fee funds, and the new special districts fund.

The City Manager will recommend these changes to the Financial Management Policies in the FY 2022-23 Proposed Budget.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

Objective 2c. Create a standardized template to present financial and other data to the general public.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Kevin Riper, Chief Financial Officer

ATTACHMENTS

1. 3.16.21 - Munis COA - City Council Presentation v2

PROPOSED CHANGES TO CHART OF ACCOUNTS FOR MUNIS ERP

City Council Meeting

Donna Ventura, Assistant Chief Financial Officer
March 16, 2021

Recommendation

- That the City Council receive and file a presentation on the revamped chart of accounts for new Tyler Munis Enterprise Resource Planning software system.

WHAT IS THE CHART OF ACCOUNTS?

- A chart of accounts (COA) is a financial organizational tool that provides a complete listing of every account in an accounting system.
- The COA serves as the foundation for an organization's financial record keeping system. It contains segments and codes to identify and organize financial information for budgeting, financial reporting and management purposes.
- The COA is used to define the “who” (fund, department, division) a transaction relates to and the “what” (asset, liability, revenue, expense) the transaction is for.
- With the implementation of the new Munis ERP system, the City has undertaken an effort to “clean up” and streamline the current COA which has grown unwieldy, with much inconsistency and redundancy, over the past 20+ years.

Key Features & Benefits of MUNIS

Transparency



- Enhanced transparency into the City's financial health
- **Increased visibility and ability to drill down into transactions, including source documents**

Reporting



- More reliable and meaningful financial statements, variances, and key metrics applicable to each department's operations
- **Dashboards tailored to each user's needs**
- Easier preparation of the Comprehensive Annual Financial Report (CAFR)

Standardization



- Standard chart of accounts that reduces the need to memorize codes, due to commonality and more straightforward configuration
- **Drives consistency of reported information across departments**

System Enhancements

- **View source documents (e.g. scanned invoices, etc.) attached to journal entries without exiting the journal**
- Fewer "correcting" journal entries needed, since some corrections can be made directly to the original document
- Retrieve journal history and transaction details from other subsidiary Munis modules related to the journal
- Copy, paste and schedule (automate) journal entries
- Create budget adjustments and transfers directly from Excel spreadsheets
- **Route online approvals based on any COA segment (fund, dept, division, object)**
- Use embedded checklists to organize and track progress on all tasks used to process the month-end and year-end close
- Cash balances for transactions between funds are automatically kept in balance. No need to create lines for cash when preparing journal entries.

Comparison of COA structures – HTE vs. MUNIS

Current HTE Structure

	Segment	Description	n
1	Fund	Fund Name	332
2	Dept.	Department Name	79
3	Division	Division name – an organizational unit below Department	1,773
4	Activity / Subactivity	Reflects financial statement category (assets, liabilities, equities, revenue, expenditures); type (governmental, proprietary, ISF, fiduciary, other); and function (general govt, public safety, transportation, community dev, culture & leisure, etc.)	*
5	Element	High level account name (e.g. 70-Taxes)	*
6	Object	Detailed level account name (e.g. 70.01 Secured Property Tax)	*
7	Project	Project name (code may be alphanumeric) – used for capital, grant, informational tracking projects	000's

* Combination of Act-Elem-Obj = 1,139

MUNIS Structure

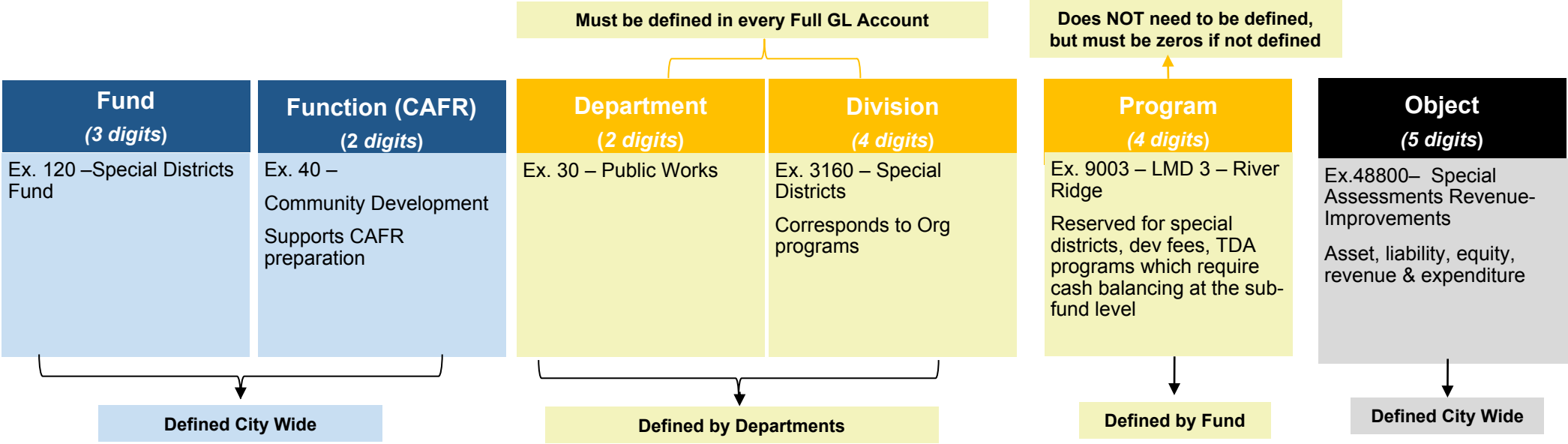
	Segment	Description	n
1	Fund	Fund Name (same as HTE)	48
2	Function	Similar to <u>function</u> and <u>type</u> within HTE Activity code for CAFR reporting (account <u>category</u> is an attribute within Object segment)	10
3	Dept	Department Name (same as HTE)	16
4	Division	Division Name (same as HTE)	106
5	Program	New segment; an extension of fund used for special districts, development & other fees, TDA	73
6	Object	Similar to Element-Object combination in HTE	494

Note – Project codes are assigned in the NEW Project Ledger, not in the General Ledger COA in Munis

Munis General Ledger Chart of Accounts

Each segment in the COA is assigned a unique number and description by which it is identified. Therefore, the Full GL Account contains all the elements of the COA needed to completely define the expense, revenue or balance sheet account. The segments for a revenue/expense account are labeled in the diagram below:

Example: 120 – 40 – 30 – 3160 – 9003 – 48800



Users are not expected to memorize the whole account string, but will use a shorthand code called **Org Code** applicable to their departments. Using the above example, Org Code would be **1209003- 48800**.

Budget Roll-up Codes (Excerpts)

Munis uses Budget Roll-up codes for budget verification. If budget is not available, the transaction cannot be processed (hard stop). The roll-up codes allow the system to check for available budget across a group of accounts within the same division and fund.

ROLL-UP CODES

Code (Max 5)	Description (Max 30)	Code (Max 5)	Description (Max 30)
10100	GF-DIV 1101 O&M	10423	MO-DIV 5601 O&M
10101	GF-DIV 1201 O&M	10424	MO-DIV 8103 O&M
10102	GF-DIV1203 O&M	10501	STR-DIV 3101 O&M
10103	GF-DIV 1211 O&M	10502	STR-DIV 3401 O&M
10104	GF-DIV 1301 O&M	11401	SW-DIV 3501 O&M
10105	GF-DIV 1302 O&M	11402	SW-DIV 3502 O&M
10106	GF-DIV1401 O&M	18101	GAS-DIV 3101 O&M
10107	GF-DIV 1405 O&M	18102	GAS-DIV 3102 O&M
10108	GF-DIV 1501 O&M	18103	GAS-DIV 3201 O&M
10109	GF-DIV 1503 O&M	18104	GAS-DIV 3401 O&M
10110	GF-DIV 1600 O&M	18201	TRF-DIV 2110 O&M
10111	GF-DIV 1601 O&M	18202	TRF-DIV 3201 O&M
10112	GF-DIV 1602 O&M	18203	TRF-DIV 3402 O&M
10113	GF-DIV 1612 O&M	18501	RMRA-DIV 3101 O&M
10114	GF-DIV 1616 O&M	18502	RMRA-DIV 3102 O&M
10115	GF-DIV 1701 O&M	18503	RMRA-DIV 3201 O&M
10116	GF-DIV 1703 O&M	18504	RMRA-DIV 3401 O&M
10117	GF-DIV 2110 O&M	19101	AS-DIV 2110 O&M
10118	GF-DIV 2111 O&M	19102	AS-DIV 2132 O&M
10119	GF-DIV 2112 O&M	19103	AS-DIV 2134 O&M
10120	GF-DIV 2120 O&M	20001	FG-DIV 2110 O&M
10121	GF-DIV 2130 O&M	20002	FG-DIV 2131 O&M
10122	GF-DIV 2131 O&M	20003	FG-DIV 2501 O&M
10123	GF-DIV 2132 O&M		

O&M OBJECTS

51000	POSTAGE	51260	EXCESS LIABILITY INS
51005	SUPPLIES OFFICE	51310	TOWING SERVICES
51010	SUPPLIES CUSTODIAL	51315	CONSULTANT PLAN CHECKING
51015	SUPPLIES SHOP & FIELD	51320	SERVICES FROM OTHER PROG
51020	SUPPLIES SAFETY	51330	LEGAL ADVOCACY FEDERAL
51025	SUPPLIES CHEMICALS	51335	LEGAL ADVOCACY STATE
51030	SUPPLIES OTHER	51400	BUILDING MAINTENANCE & REPAIR
51040	SUBSCRIPTIONS & PUBLS	51410	MAINTENANCE OFFICE EQUIP
51045	LIBRARY REFERENCE MATERIAL	51415	EQUIPMENT MAINTENANCE
51050	UNIFORMS	51420	VEHICLE MAINTENANCE
51060	SOFTWARE APPLICATIONS & DB	51421	CAR WASH
51065	REPAIR PARTS	51422	TIRES EXPENSE
51070	MINOR EQUIPMENT OFFICE	51423	OIL AND GREASE EXPENSE
51075	MINOR EQUIP SHOP FIELD	51425	FUEL EXPENSE UNLEADED
51080	MINOR EQUIPMENT SAFETY	51426	FUEL EXPENSE DIESEL
51085	MINOR EQUIPMENT OTHER	51440	MAINTENANCE SERVICE OTHER
51105	EMERGENCY RESPONSE	51450	FACILITY CHGS MINOR ALTER
51110	SERVICES MEDICAL	52030	INTERNET CHARGES
51115	SVCS EMPLOYEE ASSISTANCE	52035	TELEPHONE CHGS
51120	SVCS ARCHITECTURE ENGR'G	52040	TEL CHRG MANAGED SERVICES
51125	SERVICES DATA PROCESSING	52045	TELEPHONE CELLULAR
51130	SERVICES AUDIT	53000	RENTALS VEHICLES AND EQUIP
51135	SERVICES LEGAL SERVICES	53005	RENTALS BUILDINGS
51140	SERVICES CONSTRUCTION	53010	RENTALS OTHER PROPERTY
51150	OTHER PROF FEES & SERVICES	53900	CONTRIBUTION TO OTHER FND
51180	GOLF COURSE MISC OTHER	53905	CONTRIBUTION TO OTHER AGCY
51200	SERVICES PRINTING BINDING	53950	HOUSING ASSIST LOAN GRANT
51205	PHOTOCOPY CHARGES	54000	COMMUNITY ACTIVITIES EXP
51210	SERVICES LEGAL ADVERTISING	54005	PUBLIC OUTREACH
51215	MISCELLANEOUS AD AND PROMO	54020	MILEAGE REIMBURSEMENTS
51220	PERSONNEL RECRUITMENT SVCS	54025	EDUCATION REIMBURSEMENT
51225	BACKGROUND CHECKING	54030	OTHER EXPENSE REIMB
51230	TEST MONITOR COMPLIANCE	54035	MEMBERSHIPS
51250	GENERAL LIABILITY INSURANCE	54040	POSSESSORY INTEREST TAX
51255	NON-AUTO PROPERTY DMG INS	54045	TAXES AND FILING FEES
		54050	LOSS CONTROL ACTIVITIES
		54055	MISCELLANEOUS-OTHER

COA SEGMENT REFERENCE SLIDES

Munis COA – Fund Codes

Munis Fund Number	Munis Fund Name (Long)	Munis Fund Name (Short)
101	General Fund	GenFund
104	Half Cent Sales Tax - Meas O	MeasureO
105	Street Maintenance (IUF) Fund	StrMtncIUF
114	Storm Water Management Fund	StrmWtrMgt
119	Public Safety Retirement Fund	PS PropTax
120	Special Districts Fund	Spcl Distr
181	State Gas Tax Fund	StGasTax
182	Traffic Safety Fund	TrfcSfty
185	Road Maint & Rehab Act Fund	RMRA
191	Asset Seizure Fund	AssetSzrs
200	Federal Grants Fund	FedGrants
210	State & Local Grants Fund	StLocGrant
212	Transport Dev Act (TDA) Fund	TDA
301	Capital Outlay Fund	CapOutlay
350	Development Impact Fees Fund	DIF
360	Development & Other Fees Fund	DevOthFees
420	Housing Successor Agency Fund	HsgSuccAgy
429	CDC Successor Agency Fund	CDC SA
481	City Downtown Improvement	DowntwnImp
500	Bonded Assessment Districts Fd	BndDistr
541	Developer & Other Deposits Fd	Deposits
542	Payroll Clearing Fund	PyrlClrng
545	Housing Authority Payroll Fund	HAPayroll
551	OPD Property Room Fund	OPDPropRm

Munis Fund Number	Munis Fund Name (Long)	Munis Fund Name (Short)
561	Downtown Oxnard Improvemt Assn	DOIA
586	Enhanced Retirement Plan Fund	PARS Retmt
601	Water Operating Fund	Water Ops
602	Water CIP Fund	Water CIP
603	Water Devlpmt Impact Fees Fund	Water DIF
611	Wastewater Operating Fund	WW Ops
612	Wastewater CIP Fund	WW CIP
613	Wastewater Connection Fee Fund	WW DIF
631	Solid Waste Operating Fund	ER Ops
632	Solid Waste CIP Fund	ER CIP
641	Performing Arts Center Fund	PACC
651	Golf Course Operating Fund	GolfCourse
652	Golf Course CIP Fund	Golf CIP
701	Public Liab & Prop Insur ISF	Liab ISF
702	Workers Comp Insur ISF	WC ISF
725	Customer Billing Ops ISF	CustBilling
731	Information Technology ISF	IT ISF
735	Facilities Maintenance ISF	Facilities
741	Fleet Services ISF	Fleet ISF
801	COFA Debt Service Fund	Debt Svc
850	Riverpark JPA Fund	Rvrpk JPA
991	Governmental Capital Assets Fd	GW CapAsst
996	Governmental Debt Service Fund	GW DebtSvc
999	Pooled Cash Fund	PooledCash

Note: COA codes and names are subject to change prior to launch of Munis in July 2022

MUNIS COA – PROGRAM CODES

Munis Program Number	Munis Program Name (Long)	Munis Program Name (Short)
9003	LMD 3-River Ridge	LMD3-RR
9004	LMD 4-Beach Main Col Hot	LMD4-Bch
9010	LMD 10-Country Club	LMD10-CC
9011	LMD 11-St. Tropaz	LMD11-StTz
9012	LMD 12-Standard Pacific	LMD12-StPc
9013	LMD 13-FD562-Le Village	LMD13-LeV
9014	LMD 14-California Cove	LMD14-CaCo
9016	LMD 16-Lighthouse	LMD16-LH
9023	LMD 23- Greystone	LMD23-Grey
9024	LMD 24- Vineyards	LMD24-Vnyd
9025	LMD 25-The Pointe	LMD25-Poin
9027	LMD 27- Rose Island	LMD27-Rose
9028	LMD 28- Harborside	LMD28-Hrbr
9030	LMD 30- Haas Automation	LMD30-Haas
9031	LMD 31-Rancho De La Rosa	LMD31-RdLR
9032	LMD 32-Oak Park	LMD32-OakP
9033	LMD 33-Rio Del Sol	LMD33-RdS
9034	LMD 34-Sunrise Pointe	LMD34-Sunr
9036	LMD 36-Villa Santa Cruz	LMD36-VSC
9037	LMD 37-Pacific Breeze	LMD37-PacB
9038	LMD 38-Aldea Del Mar	LMD38-AdM
9039	LMD 39-El Sueno Promesa	LMD39-ESPr
9040	LMD 40-Cantada	LMD40-Cant
9041	LMD 41-Pacific Cove	LMD41-PacG

Munis Program Number	Munis Program Name (Long)	Munis Program Name (Short)
9042	LMD 42-Cantabria Coronado	LMD42-CCor
9043	LMD 43-Greenbelt (PARCRO)	LMD43-Grnb
9046	LMD 46 - Daily Ranch	LMD46-DlyR
9047	LMD 47 - Sycamore Place	LMD47-SycP
9049	LMD 49 - Cameron Ranch	LMD49-CamR
9050	LMD 50 - PV Senior Housing	LMD50-PVSH
9051	LMD 51 - Pfeiler	LMD51-Pflr
9052	LMD 52 - Wingfield	LMD52-Wgfd
9053	LMD 53 - Huff Court	LMD53-HufC
9054	LMD 54 - Meadowcrest Villas	LMD54-MdwV
9055	LMD 55 - Wingfield West	LMD55-WngW
9058	LMD 58 - Westwind	LMD58-Wstw
9060	LMD 60 - Artisan	LMD60-Artn
9102	CFD 2-Westport Maintenance	CFD2-WstMn
9104	CFD 4-Seabridge Maintenance	CFD4-SbrgM
9105	CFD 5-Riverpark Maintenance	CFD5-RvpkM
9106	CFD 6-Northshore Maintenance	CFD6-NoshM
9107	Waterways Assessment District	WaterwysAD
9108	Waterways AD Zone #2	AD 2-Wtrwy
9109	Wagon Wheel CFD	CFD Wagonw
9139	LMD 39-D.R. Horton	LMD39-DRHo
9211	TDA Article 8a	TDA 8a
9212	TDA Article 8c	TDA 8c
9213	TDA Article 4	TDA 4
9214	TDA Article 3	TDA 3

Munis Program Number	Munis Program Name (Long)	Munis Program Name (Short)
9351	Park Fees - Quimby Reserve	Quimby Res
9352	Parks Development Fees	ParkDevFee
9353	Storm Drain Facility Fee	StrmDrnFee
9354	Circulation Sys Improv Fees	Circ Imprv
9355	Cap Growth Fees-Residential	ResGrowth
9356	Cap Growth Fees-Nonresidential	NresGrowth
9357	Utility Undergrounding In lieu	Utility UG
9358	Public Art Program fee	Public Art
9371	Air Pollution Buydown Fee	Air Poll
9372	CUPA Operating Program	CUPA Oper
9373	CUPA Capital Program	CUPA Captl
9374	Affordable Rental Housing	AffRental
9375	Housing in lieu - Fees	HsgInLieu
9376	Housing in lieu - City	CityHsg IL
9501	Hueneme Rd Assess Dist 83-1	83-1 Huenm
9502	Rose&Clara Assess Dist 86-4	86-4 RosCl
9503	Rose&101 Assess Dist 96-1	96-1 Rs101
9504	Rose Ave&101 IFD	IFD Ros101
9505	Assessment District 2000-1	2000-1 AD
9506	Rice&101 Inter Assess Dist	Rice101 AD
9507	CFD 3-Seabridge&Mandalay	CFD3-SbrgM
9508	Oxnard Twin Center CFD 88-1	CFD88-1 TC
9509	CFD 2000-3	CFD 2000-3
9510	CFD 1-Westport	CFD1-Wstpt

Note: COA codes and names are subject to change prior to launch of Munis in July 2022

Munis	Munis Function Name (Long)	Munis Function
10	General government	GenGov
20	Public Safety	PubSfty
30	Transportation Systems	Transport
40	Community Development	ComDev
50	Culture, Leisure and Libraries	Culture&L
60	Water	Water
70	Wastewater	Wastewater
80	Environmental Resources	ER
85	Oxnard Housing Authority	OHA
90	Debt service	Debt

Munis COA – Department Codes

Munis Dept Number	Munis Department Name (Long)	Munis Department Name (Short)
10	Non-Departmental	Non-Dep
11	City Council	CC
12	Billing & Licensing	B&L
13	City Clerk	Clerk
14	City Manager's Office	CMO
15	City Attorney's Office	CAO
16	Finance Department	FIN
17	Human Resources Dept	HR
18	Information Technology Dept	IT
21	Police Department	Police
25	Fire Department	Fire
30	Public Works Department	PW
40	Community Development Dept	CDD
50	Cultural & Community Services	CCS
81	Housing Department	HD
85	Housing Authority	OHA

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MUNIS COA – DIVISION CODES

General Gov't & Public Safety

Munis Division Number	Munis Division Name (Long)
0000	Non-Departmental
1101	City Council
1201	Cash Management Div
1203	Licensing
1211	Utility -Customer Services
1301	City Clerk
1302	Elections
1401	City Managers Office
1405	Public Information Office
1501	Legal Assistance
1503	Special Litigation Services
1600	Finance Administration
1601	General Accounting
1602	Purchasing
1612	Mail & Courier Services
1616	Budget - CIP Division
1701	HR Personnel
1702	Workers Comp
1703	HR Employee Safety
1704	Risk Management
1801	IT Tech-Admin
1802	IT Geographic Info Systems
1803	IT Help Desk Operations
1804	IT Computer-Network Services
1805	IT Telecom and Security
2110	Field Svcs Bureau Patrol
2111	Field Svcs Bureau Dispatch
2112	Field Svcs Bureau Animal Safe
2120	Investigative Services Bureau
2130	Admin Svcs Bureau Prof Stds
2131	Admin Svcs Bureau Finance Svc
2132	Admin Svcs Bureau Rec & Prop
2133	Admin Svcs Bureau Admin
2134	Admin Svcs Bureau Support
2501	Fire Suppression
2502	Fire Prevention
2503	Fire Emergency Services
2505	CUPA Program

Public Works

Munis Division Number	Munis Division Name (Long)
3001	PW Administration
3101	Engineering & Construction
3102	Traffic Engineering
3160	Special Districts
3201	Oxnard Transit Center
3301	Parks
3302	Trees and Medians
3401	Street Maintenance
3402	Traffic Signal Maintenance
3501	Storm Water Quality
3502	Storm Water Flood Control
3600	Water Administration
3601	Water Conservation & Outreach
3602	Water Production
3603	Water Distribution
3604	Water Metering
3605	Recycled Water
3606	Water Regulatory Compliance
3610	WW Administration
3611	WW Outreach Program
3612	WW Technical Svcs & Wtr Qual
3613	WW Collections
3614	WW Treatment Services
3615	WW Security & Contamination
3630	ER Administration
3631	ER Outreach Program
3632	ER Residential Collection
3633	ER Commercial Collection
3634	ER Industrial Collection
3635	ER Tip Flr Processing & Disp
3636	ER Material Recov Fac (MRF)
3637	ER Waste Transfer Haul
3640	River Ridge Golf Course
3641	RR Golf Course Operator
3740	Facilities Maintenance
3741	Graffiti Action Program
3750	Fleet Services

Community Dev, CCS & Housing

Munis Division Number	Munis Division Name (Long)
4101	Planning
4301	Building & Engineering
4305	Code Compliance
4501	Community Development Support
4502	Economic Development
4690	Successor Agency Admin
5401	Library Administration
5402	Library Circulation Services
5403	Library Info-Reference Svcs
5404	Library Support Services
5411	Library Branch Services
5501	Recreation Community Services
5502	Recreation Youth Services
5503	Recreation Senior Services
5504	Recreation South Oxnard Ctr
5511	City Corps
5601	Performing Arts Center
5905	Carnegie Art Museum
8101	Housing Administration
8102	Housing Dept Admin Support
8103	Homeless Program Admin
8104	Mobile Home Rent Stabilization
8105	Housing Direct Services
8501	HA Resident Services
8502	HA Central Office Cost Ctr
8503	HA Housing Choice Voucher Pgm
8504	HA Capital Fund
8505	HA Multi-Service Center
8506	HA Public Housing
8507	HA Maintenance
8508	HA Grounds

Note: COA codes and names are subject to change prior to launch of Munis in July 2022

MUNIS COA – BALANCE SHEET OBJECT CODES (EXCERPTS)

Assets: 1xxxx

Object Number	Object Name (Long)	Object Name (Short)
10000	CASH	CASH
10100	MAIN OPERATING BANK ACCOUNT	CASH MAIN
10101	WORKERS COMP BANK ACCOUNT	CASH WC
10102	CITATIONS BANK ACCOUNT	CASH CITAT
10103	GOLF COURSE BANK ACCOUNT	GOLF CASH
10104	SUCCESSOR AGENCY BANK ACCOUNT	CDC CASH
10110	PETTY CASH	PETTY CASH
10115	CASH W FISCAL AGENT	CASH FA
10120	INVESTMENTS - LAIF	INV- LAIF
10125	INVESTMENTS- VCIP	INV-VCIP
10130	INVESTMENTS	INVTMTS
10140	FAIR MARKET VALUE ADJ	FMV ADJ
11000	INTEREST RECEIVABLE	INT REC
11100	ACCOUNTS RECEIVABLE MISC	ACCTS REC
11110	AR ACCRUALS	AR ACCR
11125	AR - NSF CHECK CLEARING	AR NSF
11130	AR - UTILITY BILLING	AR UT BILL
11135	ACCRUED AR - UTIL BILL	ACCR UB
11140	GRANTS RECEIVABLE	GRANT REC
11220	ALLOWANCE FOR UNCOLL AR	ALLOW-AR
11230	ALLOWANCE - AR UTIL BILLING	ALLOW-UTIL
12100	DUE FROM OTHER FUNDS	DF OTH FD
12110	DUE FROM OTHER GOV	DF OTH GV
12120	DUE FROM SUCCESSOR AGENCY	DF SA
12130	DUE FROM EMPLOYEES	DF EMPLOY
12200	PREPAID EXPENSES	PREPAY EXP

Liabilities: 2xxxx

Object Number	Object Name (Long)	Object Name (Short)
24100	ADVANCES FROM OTHER FUNDS	ADV FR FDS
24110	DEFERRED REVENUE	DEF REV
24120	DEFERRED REV - GRANTS	DEFREVGRNT
24125	DEFERRED PROGRAM INCOME	DEF PR INC
24130	DEFERRED LOANS	DEF LOANS
24210	UNAMORT GAIN ON REFUNDING	UNAM GAIN
24300	LEASES PAYABLE - LT	LT LSE PAY
24310	UNAMORT BOND PREMIUM	UNAM BD PR
24320	BONDS PAYABLE - LT	LT BONDPAY
24350	OTHER LONG TERM LIABILITIES	OTHLTLIAB
24390	DEFERRED INFLOWS	DEF INFLOW
24400	NOTES PAYABLE	NOTES PAY
24410	DEVELOPERS NOTES PAYABLE	DEVNOTEPAY
24500	OPEB PAYABLE	OPEB PAY
24510	NET PENSION LIABILITY	PENSIONPAY
24560	PUBLIC LIAB INSURANCE CLAIMS	LIABCLM
24570	WORKERS COMP IBNR CLAIMS	WC IBNR
24580	COMPENSATED ABSENCES PAYABLE	COMP AB PY
29000	ACCOUNTS PAYABLE	AP CNTRL
29001	USE TAX PAYABLE	USE TAX PA
29002	PAYROLL LIABILITY	PR LIAB
29003	PCARD ACI RECON	PCARD ACI
29004	RETENTIONS PAYABLE-VENDOR	RETEN VEND
29005	RETENTIONS PAYABLE-CONTRACT	RETEN CONT
29101	FD 101 CLAIM ON CASH	FD 100 CSH
29104	FD 104 CLAIM ON CASH	FD 104 CSH

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MUNIS COA – REVENUE & EXPENSE OBJECT CODES (EXCERPTS)

Revenues: 4xxxx

Object Number	Object Name (Long)	Object Name (Short)
40010	PROPERTY-CURRENT SECURED	SEC PRP TX
40015	PROPERTY-DELINQ. SECURED	SEC TX DEL
40020	PROPERTY-CURRENT UNSECURED	UNSEC PRP
40025	PROPERTY-DELINQ. UNSECURED	UNSEC DEL
40030	SUPPLEMENTAL ROLL TAXES	SUPP TAX
40040	TAX INCREMENT	TAX INCR
40045	PUBLIC SAFETY PROPERTY TAX	PTOR PS
40050	RESIDUAL DISTRIB TO CITY	RESID PRP
40060	INTEREST, PENALTIES & DELINQ	INTEREST,
40070	PROP TAX-IN LIEU OF VLF	PRP TX VLF
40080	PROPERTY TRANSFER TAX	PROP TRNS
40100	SALES TAX REVENUE	SALES TAX
40105	MEASURE O HALF CENT SALES TAX	MEAS-O TAX
40110	MEASURE E 1.5 CENT SALES TAX	MEAS-E TAX
40200	TRANSIENT OCCUPANCY TAX	TOT
40210	TOT - DELINQ INT & PENALTIES	TOT DELNQ
40300	FRANCHISE FEES	FRANCHISE
40310	PEG FEES	PEG FEES
40320	FRANCHISE PEN INT	FRANCH PEN
40400	BUSINESS LICENSE FEE	BUS LIC FE
40405	BUSINESS LICENSE - LATE FEE	BL LATE FE
40410	BUSINESS LICENSE - SB1186	SB1186
41000	BUILDING PERMIT FEES	BLDGPERMIT
41010	STORM DRAIN FACIL FEES	STRMDRNFEE
41015	GROWTH CAPITAL FEES	GROWCAPFEE
41020	QUIMBY PARK CAPITAL FEES	QUIMBYFEES
41025	PARK ACQUISITION DEV FEES	PARKDEVFEE

Expenses: 5xxxx

Object Number	Object Name (Long)	Object Name (Short)
50100	SALARIES - REGULAR	REG SALARY
50200	SALARIES - TEMPORARY	TMP SALARY
50300	OVERTIME WAGES	OVERTIME
50305	OVERTIME-FLSA PUBLIC SAFETY	OT FLSA PS
50310	STATION COVERAGE OT	ST COV OT
50400	CALPERS PENSION NORMAL COST	PERS NORML
50405	CALPERS PENSION UAL	PERS UAL
50410	CALPERS UAL - PUBLIC SAFETY	PERS UAL PS
50415	RETIREMENT ENHANCEMENT PLAN	REP
50420	EARLY RETIREMENT INCENTIVE PLN	ERIP
50500	CITY PAID EMPLOYEE BENEFITS	CTY PD BEN
50600	OPOA RETIREE MEDICAL PLAN	OPOA RMP
50605	RETIREE HEALTH INSURANCE PLAN	PEMHCA
50700	WORKER'S COMPENSATION	WKRS COMP
50705	WORKER'S COMPENSATION INS	WKR CP INS
50800	AUTO ALLOWANCE	AUTO ALLOW
50805	UNIFORM ALLOWANCE	UNIF ALLOW
50810	TOOL AND EQUIPMENT ALLOWANCE	TOOL ALLOW
50815	ACCRUED SALARY & BENEFITS	ACCRUE SAL
50820	MISC PAYROLL EXPENSE	MISC PAYRL
50825	VAC SICK COMP BUYBACK	VAC CMP BK
51000	POSTAGE	POSTAGE
51005	SUPPLIES OFFICE	OFFICE SUP
51010	SUPPLIES CUSTODIAL	CUSTDL SUP
51015	SUPPLIES SHOP & FIELD	SHPFIL SUP
51020	SUPPLIES SAFETY	SAFETY SUP
51025	SUPPLIES CHEMICALS	CHEM SUPPL
51030	SUPPLIES OTHER	OTHR SUPPL

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CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.2

DATE: March 16, 2021

TO: City Council

FROM: Tatiana Arnaout, City Engineer, (805) 385-8341, tatiana.arnaout@oxnard.org

SUBJECT: Award Agreement for Central Trunk Sewer Manhole Replacement Project Phase I Specification No. PW 21-28. (0/5/5)

RECOMMENDATION

That the City Council approve and authorize:

1. The Mayor to award and execute Agreement A-8309 with Ayala Engineering, Inc. for \$867,490 for the Central Trunk Sewer Manhole Replacement Project Phase I (Project No. 206601);
2. A Project contingency amount of \$86,749 for the Central Trunk Sewer Manhole Replacement Project Phase I (Project No. 20661); and
3. A Project allocation of \$86,749 for engineering, inspection, survey and project management for the Central Trunk Sewer Manhole Replacement Project Phase I (Project No. 206601). (This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/2py1LpTMgW4>

BACKGROUND

The City of Oxnard owns and operates a wastewater treatment system that consists of a 31.7 million gallons per day (MGD) wastewater treatment plant, approximately 400 miles of gravity sewer system and 15 lift stations. The gravity sewer system includes three (3) major trunk lines – the Redwood Trunk, Central Trunk and Eastern Trunk. Manholes on the Central Trunk have exhibited high rates of corrosion and deterioration resulting in a number of failures. After a thorough condition assessment was completed it was determined that several repairs are necessary.

The specific work for the Central Trunk Sewer Manhole Replacement Project Phase I (Project) includes furnishing all necessary labor, materials, equipment and other incidentals for rehabilitation of 72 existing manholes, replacement of 9 existing manholes and replacement of 98 existing cast iron manhole frames and covers.

The work is tentatively scheduled to begin in March 2021 and be completed by March 2022. The Project Manager and City Inspector will work closely with the various neighborhood councils, businesses, and any other affected entities to keep them informed of the schedule. Additionally, door hanger notices will be placed at all residences within the project area and signs will be posted along the work route.

CIP References:

DISCUSSION

This notice inviting formal bids (NIFB) on the Project was initially published on January 21, 2021, with bids due on February 8, 2021. The City received the following bid:

Ayala Engineering, Inc.: \$867,490.00

The lowest bidder for this Project is Ayala Engineering, Inc., and its bid is responsive to the City's NIFB. There was a second bidder on this Project but their bid was determined to be non-responsive. Following this determination, procurement staff reviewed all documentation received from Ayala Engineering, Inc., verified possession of required current valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). At this time, the contractor or its subcontractors are believed to be legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, it is recommended that the City Council award the contract for this project to Ayala Engineering, Inc.

Additional funds of \$86,749 is required for construction contingency (10% of the contract value) and \$86,749 for the cost for engineering support services and city staff time (10% of the contract value) to perform engineering, inspection, survey and project management (EISPM) services specific to this project during construction. The total estimated cost of this phase of the Project is \$1,040,988 (base bid + additive alternative items + contingency + EISPM).

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 budget from the Central Trunk Sewer Manhole Replacement Project to cover the total cost of \$1,040,988 which includes the construction agreement, project contingency and project allocation. The Central Trunk Sewer Manhole Replacement Project Phase I (Project No. 206601) has an available project budget balance of \$2,480,870 from the Wastewater Collection Operating Fund (611).

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Agreement A-8309 Ayala Engineering PW 21-28
2. Project Map
3. Presentation

CONTRACT

CITY OF OXNARD CONTRACT FOR CENTRAL TRUNK SEWER MANHOLE REPLACEMENT PROJECT PHASE I SPECIFICATION NO. PW 21-28

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and AYALA ENGINEERING, INC. ("Contractor"). Contractor's license number is 959385.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Central Trunk Sewer Manhole Replacement Project Phase I Specification No. PW 21-28 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of eight hundred sixty seven thousand four hundred ninety dollars (\$867,490.00) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance

in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

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

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures on following page]

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

CITY OF OXNARD

AYALA ENGINEERING, INC.

☒ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

Ricardo Ayala, President and² _____ Date _____
Secretary

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) _____ Date _____

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

**Exhibit INS-G
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;
 - b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. 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. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G 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. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

2/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

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.

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER ASPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the ☐ City ☐)****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

(to) _____

LOSS ADJUSTMENT EXPENSE

☐ Included in Limits☐ In Addition to Limits

Telephone: _____

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which) _____**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE**GENERAL LIABILITY**☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date _____

☐ 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:

8. 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.

1 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.

2 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.

3 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.

4 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.

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

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

2.2 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		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
\$ _____ per accident, for bodily injury and property damage.			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1 INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2 CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3 SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4 CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5 PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6 SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: 2.1 Insurance Services Office Automobile Liability Coverage, occurrence form CA0001, code ([]any auto[]); or 2.2 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 _____	

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as CENTRAL TRUNK SEWER MANHOLE REPLACEMENT PROJECT PHASE I SPECIFICATION NO. PW 21-28.

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

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

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

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

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as CENTRAL TRUNK SEWER MANHOLE REPLACEMENT PROJECT PHASE I SPECIFICATION NO. PW 21-28.

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

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

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

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

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

EXHIBIT A

CITY OF OXNARD

REVISED BID SHEETS FOR CENTRAL TRUNK SEWER MANHOLE REPLACEMENT PROJECT PHASE I SPECIFICATION NO. PW 21-28

Bidder's Name: Ayala Engineering Inc

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Mobilization and demobilization (5% maximum of Total Bid Price not including Mobilization /Demobilization)	LS	1	\$ 20,000 ⁰⁰	\$ 20,000 ⁰⁰
2.	Traffic Control	LS	1	\$ 16,000 ⁰⁰	\$ 16,000 ⁰⁰
3.	Dewatering	LS	1	\$ 19,800 ⁰⁰	\$ 19,800 ⁰⁰
4.	Excavation, Trench Shoring and Safety	LS	1	\$ 10,500 ⁰⁰	\$ 10,500 ⁰⁰
5.	Bypass Pumping	LS	1	\$ 21,750 ⁰⁰	\$ 21,750 ⁰⁰
6.	Rehabilitation of Existing Manholes (Option A, Shallow Type MH); Minor Concrete Repair and Lining, MH invert 3-4 Feet from finished grade	EA	17	\$	\$
6	Rehabilitation of Existing Manholes (Option A, STD Plate 400 MH) – Minor Concrete Repair and Lining	EA	17	\$ 3,480 ⁰⁰	\$ 59,160 ⁰⁰

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
7	Rehabilitation of Existing Manholes (Option B, Shallow Type MH) – Major Concrete Repair and Lining, MH invert 3-4 feet from the finished grade	EA	35 19	\$ 3,590 ⁰⁰	\$ 68,210 ⁰⁰
8	Rehabilitation of Existing Manholes (Option B, STD Plate 400 MH) – Major Concrete Repair and Lining	EA	35 36	\$ 4,510 ⁰⁰	\$ 162,360 ⁰⁰
9	Rehabilitation of Existing Manholes (Option C) – Remove and Dispose Existing MH and Replace with New MH including excavation, removal and disposal, new products, backfill, pavement sawcutting, pavement replacement	EA	44 9	\$ 19,250 ⁰⁰	\$ 173,250 ⁰⁰
10	Rehabilitation of Existing Frame and Cover (Option A) – Replace cover only	EA	35 34	\$ 1,970 ⁰⁰	\$ 66,980 ⁰⁰
11	Rehabilitation of Existing Frame and Cover (Option B) – Replace Frame and Cover	EA	29 34	\$ 2,970 ⁰⁰	\$ 100,980 ⁰⁰
12	Rehabilitation of Existing Frame and Cover (Option C) – Replace Frame and Cover for Flat Top Manholes	EA	33 30	\$ 4,950 ⁰⁰	\$ 148,500 ⁰⁰
TOTAL BID PRICE:				\$ 867,490 ⁰⁰	

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 867,490⁰⁰

TOTAL BID PRICE IN WORDS: EIGHT HUNDRED SIXTY SEVEN THOUSAND
FOUR HUNDRED NINETY DOLLARS AND ZERO CENTS

Contractor must complete all Work within two hundred and fifty (250) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
#01 2-3-21
#02 2-4-21

Addendum: Date Received:
#03 _____
#04 _____

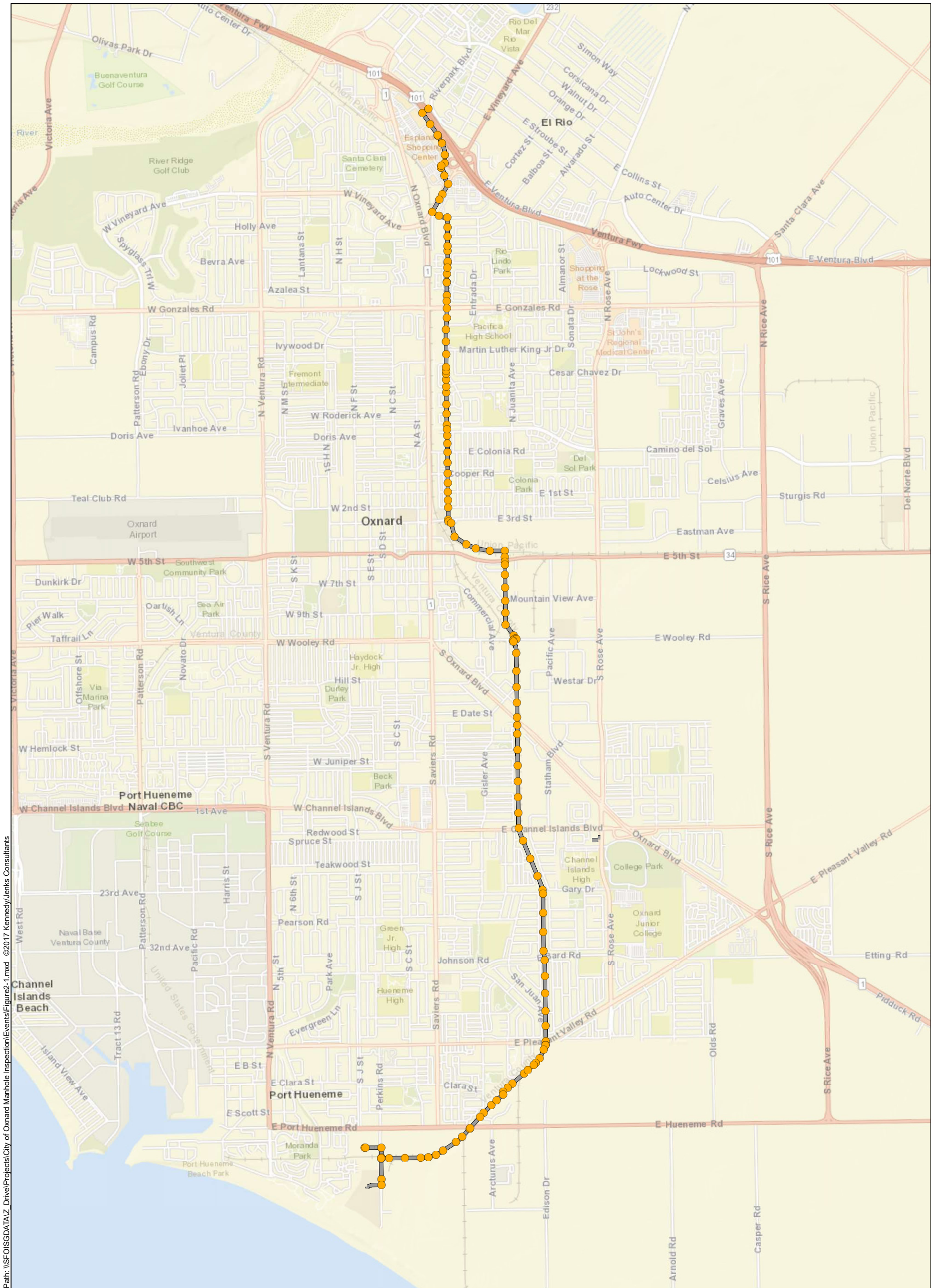
Bidder's Name (Company): AYALA ENGINEERING INC

Signature: [Signature]
Print: RICARDO AYALA

Title: PRESIDENT
Date: 2-5-21

Signature: [Signature]
Print: RICARDO AYALA

Title: SECRETARY



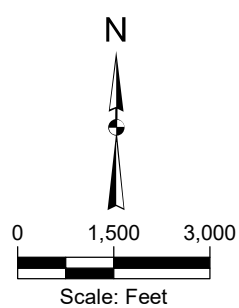
Path: \\SFOISGDATA\Z_Drive\Projects\City of Oxnard\Manhole Inspection\Events\Figure2-1.mxd ©2017 Kennedy/Jenks Consultants

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Legend

- Location of MH - City GIS Database
- Central Trunk Sewer Main

Note:
1. All locations are approximate.



Kennedy/Jenks Consultants

Oxnard Central Trunk
Manhole Evaluation

Overview Map - Central Trunk Line

March 2020

Figure 2-1

AWARD AGREEMENT FOR CENTRAL TRUNK SEWER MANHOLE REPLACEMENT PROJECT PHASE I PW 21-28

Presentation to City Council
March 16, 2021

Tatiana Arnaout, PE, City Engineer

That the City Council approve and authorize:

1. The Mayor to award and execute Agreement A-8309 with Ayala Engineering, Inc. for \$867,490 for the Central Trunk Sewer Manhole Replacement Project Phase I (Project No. 206601);
1. A Project contingency amount of \$86,749 for the Central Trunk Sewer Manhole Replacement Project Phase I (Project No. 20661); and
1. A Project allocation of \$86,749 for engineering, inspection, survey and project management for the Central Trunk Sewer Manhole Replacement Project Phase I (Project No. 206601).

Central Trunk Sewer Manhole Replacement Project Phase I

- Manholes on the Central Trunk have exhibited high rates of corrosion and deterioration resulting in a number of failures.
- After a thorough visual condition assessment was completed it was determined that several repairs are necessary.
- The work will include:
 - Rehabilitation of 72 existing manholes
 - Replacement of 9 existing manholes
 - Replacement of 98 existing cast iron manhole frames and covers

Existing manhole conditions along the Central Trunk Sewer



What is expected during construction:



Typical traffic control lane closures for manhole repairs along central trunk

Central Trunk Sewer Manhole Replacement Project Phase I

- January 21, 2020: Notice inviting formal bids (NIFB) was published, with bids due on February 8, 2020.
- 1 responsive bid was received and evaluated:

Ayala Engineering, Inc.	\$867,490
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- Ayala Engineering, Inc. was found to be the responsive bidder for this project
- There was a second bidder on this Project but their bid was determined to be non-responsive.

Central Trunk Sewer Manhole Replacement Project Phase I

- Total cost for the Project is **\$1,040,988** and includes:
 - Agreement A-8309 with Ayala Engineering, Inc. for **\$867,490**
 - Project contingency of **\$86,749**
 - Engineering, inspection, survey and project management (EISPM) of **\$86,749**
- There is currently \$2,480,870 available from the Wastewater Collection Operating Fund 611 for this Project (Project No. 206601)

QUESTIONS?



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. K.3

DATE: March 16, 2021
TO: City Council
FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org
SUBJECT: Adoption of the City Council's 2021–2025 Five-Year Priorities. (0/10/10)

RECOMMENDATION

That the City Council adopts its 2021 – 2025 Five-Year Priorities, which the City Council set at its February 25, 2021 Special City Council Workshop.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/pV_5HYvP5Sk

BACKGROUND

At its February 25, 2021 Special City Council Workshop, the City Council set its 2016-2020 five-year priorities, which focused on the following five categories:

- Economic Development
- Quality of Life
- Public Safety
- Infrastructure and Natural Resources
- Organizational Effectiveness

DISCUSSION

The priorities set by the City Council are as follows:

Economic Development

1. Focus on business retention and expansion and new business attraction
2. Train and prepare residents for employment at local businesses through the Oxnard Employee Pipeline
3. Revitalize Hueneme/Saviers/Pleasant Valley/Channel Islands corridor
4. Renovate 4th St. between Downtown and train station to create a safe connection between the transit center and downtown
5. Create a new Zócalo in South Oxnard

Quality of Life

1. Restore and enhance youth programs and launch the Oxnard Arts Academy for local youth in South Oxnard
2. Restore and enhance senior programs and build the Council-approved new Senior Center

3. Continue to address homelessness in Oxnard
4. Build an Aquatics Center in South Oxnard
5. Create process to study PACC and reopen the Carnegie Art Museum

Public Safety

1. Maintain 911 emergency response times
 2. Maintain fire protection services
 3. Restore Neighborhood Police program
 4. Restore and possibly increase paramedic squads
 5. Create a modern disaster preparedness program to prepare the City for response and recovery from earthquakes, flooding and other disasters
- * Modest and incremental implementation of security cameras; data-driven by OPD
 - * Modest and incremental implementation of lifeguard program

Infrastructure and Natural Resources

1. Restore proper street paving cycle
2. Restore proper maintenance of parkways and medians, tree trimming cycle, and clean up the gateways to the City
3. Ensure adequate future water supply
4. Repair alleys
5. Repair seawalls

Organizational Effectiveness

1. Secure long-term financial sustainability
2. Replenish the City's financial reserves and establish sufficient reserves to respond to disasters such as earthquakes and floods
3. Invest in appropriate staffing levels to get the job done
4. Strengthen the City's cybersecurity
5. Invest in staff training and development

STRATEGIC PRIORITIES

FINANCIAL IMPACT

There is no financial impact associated with this report.

COMMITTEE OUTCOME

On January 26, 2021, each City Council Committee reviewed the four categories, and concurred with staff recommendation to add "public safety" as a standalone, fifth category.

Prepared by: Alexander Nguyen, City Manager

ATTACHMENTS

None