

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2006, by and between the City of Oxnard, a municipal corporation ("City"), and RJM Design Group, Inc. ("Consultant").

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

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

All services are to be coordinated with the City Manager or designated Department Head ("Manager") and shall be performed under the general direction of the City Manager or Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

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

9. Principal in Charge

Consultant hereby designates Larry P. Ryan as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on August 2, 2006, and expire on June 30, 2007.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$293,500 for services and \$29,350 for reimbursement of expenses provided under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

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

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

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for 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 Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

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

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

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to 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.

20. Confidentiality of Information

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

21. Indemnity

Consultant 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 Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant'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, or acts for which Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf would be held strictly liable.

22. Insurance

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

b. Consultant shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

Consultant shall promptly inform Manager of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not

discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

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

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

Consultant agrees to comply with applicable City, State, and federal laws, rules, and regulations, in force at the time services are performed, pertaining to the services performed by Consultant pursuant to this Agreement.

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to RJM Design Group, Inc., 31591 Camino Capistrano, San Juan Capistrano, CA 92675 Attention: Larry P. Ryan, Principal.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department, 305 W. Third St., Oxnard, California 93030, Attention: Cynthia Daniels, Project Manager.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Manager and Consultant.

42. Entire Agreement

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

CITY OF OXNARD:

CONSULTANT:



Dr. Thomas E. Holden, Mayor

Larry P. Ryan, Principal

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Gary L. Gillig, City Attorney

APPROVED AS TO CONTENT:

Lou Balderrama, City Engineer

EXHIBIT A

The Consultant scope of services outlines the various tasks associated with the preparation of the College Park Project. Tasks and methodology below are based upon the original project Request for Proposal (RFP), meeting and discussions, and consultant experience with similar projects. The scenario described below is flexible and can be modified to better meet City's needs. The preliminary project schedule provides additional information regarding the anticipated sequence of major project milestones.

In collaboration with the City, the Consultant shall review, elaborate upon, and clarify the overall objectives for the development of the College Park Project. Consultant shall also verify the expected goals and criteria to be met within each phase of the Consultant services. During this review, Consultant shall determine appropriate procedures to promote efficient working relationships and communication among all participants who need to interact with the Consultant. A comprehensive list of features to be provided in College Park is identified in the legend of the adopted College Park Master Plan (November 2004)

PHASE I MASTER PLAN

TASK 1 PROJECT FAMILIARIZATION

- A. Meet with the City to review project scope, understand key project issues, requirements for the site, refine time schedules and review the existing site documentation. Discuss and identify the preferred method of interacting with other vested entities; Big League Dreams (BLD), Sport Organizations, Trail Advocates, Environmentalist, etc. and City departments.
- B. Review all documentation available from the City pertaining to this project, including available boundary survey, topographic map in digital format, aerial photo, title report, existing plans and reports, "As-built" plans, environmental assessment, and proposed adjacent development to plans.
- C. Review state and local codes and standards applicable to the site development.
- D. Review available base map and resource information. In general, the Consultant anticipates the following resources will be necessary to be furnished by the City to Consultant:
 1. As built information of existing facilities/utilities.
 2. Legal description and/or Title Report (including easements).
 3. Environmental Impact Report (EIR) (as available).
 4. Related Studies/documents.
 5. "BLD" Program elements (number/size of building components).
Note: Fields and Architectural Elements shall be provided in AutoCAD format.
 6. "City" Program Elements outlined on the College Park Master Plan dated September 27, 2002 as revised in 2004.

7. Arborist report summarizing tree varieties, size status and general recommendations regarding preservation, removal and maintenance guidelines.
 8. Penfield & Smith Drainage Plan and /or Hydrology Study (2005) as referenced in the Mitigation Monitoring and Report Program.
- E. Prepare aerial mapping and site topographic survey for the 75 acre site area, indicating all structures, above ground appurtenant items, and 1' contour intervals.
1. Set aerial targets with control and research.
 2. Coordinate with City Survey Crew to utilize their tree trunk/location survey data, and combine it with the new site topo survey.
 3. Aerial topography.
 4. Provide digital file and hard copy format of survey.

MEETINGS: (1) Kickoff meeting with key players to establish milestones, project goals, obtain documentation and together, establish project schedule. Visual analysis of existing conditions.

PRODUCTS: Preliminary schedule, resource document file and aerial mapping, photo, and topographic survey.

TASK 2 EVALUATION OF EXISTING CONDITIONS

Consultant shall physically review, analyze, and document all existing site assets and deficiencies. The analysis of the site and surrounding relationships shall also be reviewed in regard to potential phasing for site improvements, and for initial and future construction.

- A. Prepare digital base map in AutoCAD format. Note: The Consultant shall utilize the digital topographic base (received from Penfield Smith 4/19/06) for the initial planning analysis and master plan refinements. The new topographic base should be available approximately September 2006.
- B. Conduct visual analysis of existing conditions for the park site including: site access, utilities, drainage, topography, easements, physical limitations, external influences, access, adjacent property relationships and advise the City regarding what additional analysis might be necessary.
- C. Compile a utility availability map showing existing utilities and their locations. Conduct potholing to confirm depth/location of known facilities. *Note: (The potholing service is to be provided on a time and material basis for an estimated amount of \$50, 000)*
- D. Meet with representatives from Oxnard Water Division to discuss opportunities for incorporating water quality enhancements and recycled water irrigation lines within the overall project development.
- E. Prepare site analysis and opportunities and constraints map.

- F. Evaluate circulation and site access opportunities for both pedestrian and vehicular traffic.
- G. Prepare traffic analysis for the (2) two proposed secondary entry locations (Rose and Olds) and provide recommendations for design criteria. Provide preliminary lane widths, dimensions, striping, signs and signal modifications.
- H. Prepare preliminary parking study/management plan based upon anticipated uses outlined on existing College Park master plan.
- I. Review City provided "Arborist's" report that evaluates all existing trees to assess their health, vigor and long-term prognosis. This will serve to influence decisions regarding preservation, relocation and/or removal.
- J. Prepare Geotechnical Soils Report, including the nature, distribution and strength of existing soils; and recommendations for grading procedures and design criteria for corrective measures.
 - i. Drill, sample and log twenty (20) borings for buildings and improvement areas at depths of 15' to 50'.
 - ii. Drill, sample and log seven (7) shallow borings for parking lot areas to a depth of 5'.
 - iii. Perform laboratory testing.
 - iv. Prepare a geotechnical engineering and geologic update report to summarize findings, conclusions and recommendations.
- K. Meet with the City to present analysis findings and discuss potential park needs.

MEETINGS: (1) – City meeting to present and discuss findings
 (1) – Oxnard Water Division meeting to discuss opportunities

PRODUCTS: Minutes for all Project Meetings, base map at 1"=80' scale for site studies; utilities availability map; opportunities and constraints map; site analysis map, site access, traffic analysis exhibits and geotechnical soils report.

TASK 3 MASTER PLAN REFINEMENT

The Master Plan Refinement Phase is an intensive and concentrated scenario of site planning, area projections, and functional relationships.

- A. Prepare "refined" schematic master plan Area "A" based on approved Master Plan, dated September 27, 2002, revised November 2004, and the incorporation of the BLD schematic plan received April 20, 2006. This refined plan shall include, but not limited to site access, parking, BLD sports fields and BLD building components. *Note: The City operated/maintained areas are excluded from the scope of work for Area "A".*

- B. Prepare "refined" schematic master plan Area "B" based on approved Master Plan, dated September 27, 2002, and revised November 2004. This refined plan shall include, but not limited to site access, 24,000 sf Parking Area expansion, (4) Soccer Fields, Restrooms, Playgrounds, (2) Basketball Courts, (1) Volleyball Court, picnic areas and trails. *Note: The Community Center / Gymnasium, Indoor Pool, Heritage Farm Area, Wetland Enhancements Area and BLD Area Improvements are excluded from the scope of work for Area "B".*
- C. Submit schematic master plan to City for review and comment.
- D. Refine plan based upon initial City review, comment and direction.
- E. Prepare schematic floor plans for the anticipated various building types.
- i. City Architectural Components
 - a. Restroom buildings (972 sf Prototypical)
 - b. Trash enclosure (s)
 - ii. BLD Architectural Components
 - a. Stadium Club (Themed concession facility with indoor seating, 6,400 sf/commercial food preparation)
 - b. Restroom/concession (Secondary concession building 3,200 sf/commercial food preparation)
 - c. Office/administration building/entry gate (2,600 sf)
 - d. Pavilion structure (Pre-fabricated structure)
 - e. Maintenance building (Pre-fabricated structure)
- F. Prepare for and attend presentation of refined schematic master plan to City.
- G. Prepare "refined" master plan based upon City comments and direction.
- H. Prepare preliminary grading plan.
- I. Prepare 'refined' parking study/management plan based upon "refined" master plan that includes bicycle parking.
- J. Prepare preliminary construction budget estimate

Services relating to the development of a Statement of Probable Construction Cost for Areas "A" and "B" based on programming and scheduling studies and consisting of:

- Conversion of programmed requirements to net area requirements.
- Development of initial approximate gross facility areas.
- Evaluation of construction market conditions.
- Application of unit cost data to gross areas.
- Estimates of related costs such as site and facility development, landscaping, utilities, services, furniture, and equipment.

- K. Meet with City for review of "refined" master plan exhibits and potential project phasing prior to presentation to the City.
- L. Prepare and submit a refined master plan exhibit and preliminary cost estimate for the BLD portion Area "A" and State Funded portion of College Park Area "B".
- M. Prepare for and attend coordination meeting with City to review the "refined" master plan and discuss suggested refinements.
- N. Refine plans and cost estimates as appropriate and directed by the City.
- O. Prepare master plan report outlining process, findings, and recommendations.
- P. Submit master plan report to City for review and comment.
- Q. Prepare "refined" master plan report based upon City direction.
- R. Submit final "refined" master plan and preliminary opinion of probable construction costs for Areas "A" and "B" to City in preparation for presentation to the City Council.
- S. Prepare for and attend presentations to the City and City Council public hearing for approval of the "refined" College Park Master Plan.

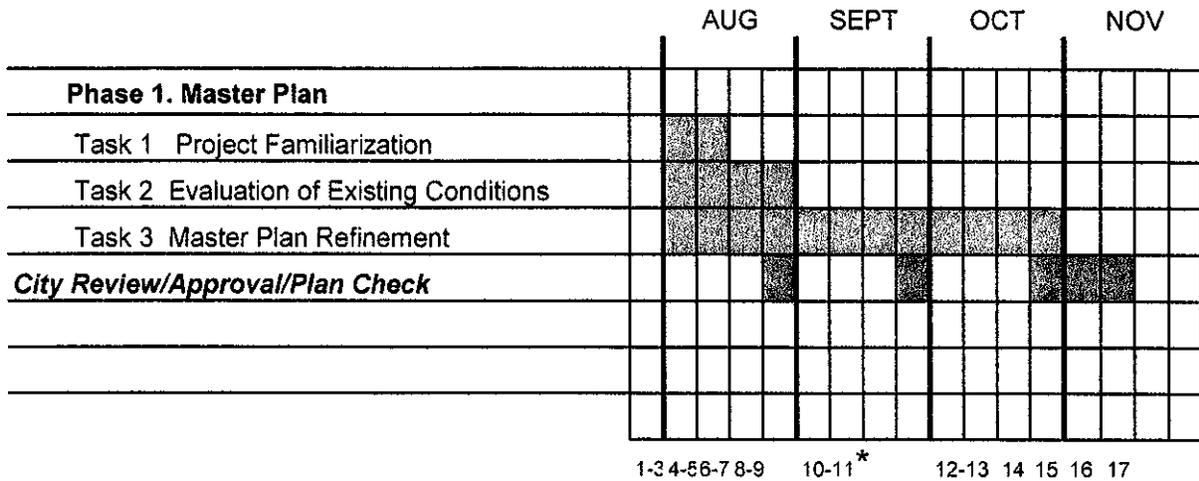
*MEETINGS: (2) - City meetings
(1) - City Council Hearing*

PRODUCTS: Meeting notes, program graphics (tracing paper format) and written summary of program recommendations, conceptual plan alternatives, BLD area plan with preliminary cost estimate, State Funded Area Plan with preliminary cost estimate, preliminary opinion of probable cost, parking study/management plan, final conceptual plan and report. The Consultant will provide a reproducible of the final plan and (1) unbound hard copy of the final report and electronic file for each exhibit/report.

EXHIBIT B Preliminary Project Schedule

Statement of Concurrence

College Park



- 1 City staff meeting #1 - project start-up (Commence aerial mapping)
- 2 Prepare refined preliminary project schedule
- 3 Review available documents
- 4 Prepare refined preliminary plan
- 5 Prepare specialized engineering studies
- 6 Meeting with City to review analysis and findings
- 7 Commence preparation of master plan refinements
- 8 Submit plan to City for review/comment
- 9 Refine master plan per City direction
- 10 Prepare for and attend presentation to City
- 11 Refine plan, commence grading plan and cost estimate
Submit master plan and estimate for BLD portion of College Park
- 12 Prepare for and attend presentation to City
- 13 Refine plan and cost estimates per City direction
- 14 Submit master plan report to City
- 15 Prepare refined master plan report per City direction
- 16 Submit final plan report to City
- 17 Prepare for and attend City Council presentation

EXHIBIT C

FEE SCHEDULE

It is the objective of the Consultant to provide the most comprehensive, yet efficient, approach to the development of the College Park project. Fee includes all costs to be incurred by the Consultant, with the exception of selected supplemental services. Fees for the work are as follows:

PHASE I: MASTER PLAN	<u>BLD Portion</u>	<u>State Funded Portion</u>
Task 1. Project Familiarization	\$ 30,000	\$ 7,000
Task 2. Evaluation of Existing Conditions	\$ 48,500	\$ 18,000
Potholing Allowance	\$ 50,000	
Task 3 Master Plan Refinement	\$105,000	\$ 35,000
Total for Master Plan:	<u>\$233,500</u>	<u>\$ 60,000</u>

Note: The master plan fee summary represents the consultant's current understanding of the project scope and anticipated complexity for College Park project.

REIMBURSABLE EXPENSE ALLOWANCE - \$29,350

All reimbursable costs including plotting, printing, reproduction, photo and delivery will be billed to a City account with a local reprographic company. (OCB Reprographics)

When incurred, the following project expenses will be billed without mark-up:

- All sub-consultant reproduction
- Printing, plotting, copying, photography, graphic expenses, special delivery and handling of documents, and shipping
- Permits, plan check, and inspection fees

PAYMENTS

Payments will be due and payable on a monthly basis following the completion of any substantial phase of work.

ASSUMPTIONS

The above fee proposal is based upon the following assumptions:

1. Assumes City provides all legal descriptions, tract/parcel maps, records of survey, existing street/water/sewer/storm drain improvement plans. Boundary map will be a compilation of City provided material and will not be a boundary based on field survey and location of existing monumentation.
2. All drawings of existing on-site and off-site facilities and utilities shall be made available to the Consultant where these drawings are lacking; the City shall provide information regarding existing conditions. The Consultant shall rely upon the accuracy of such information for their work.
3. Preparation of legal description/exhibits, land subdivision, ALTA Survey, and/or additional boundary survey are additional work. Included is one day of field survey for critical utility and pavement "join" elevations. Includes plotting of reasonable number of easements assuming City provides record documents. Excludes survey of existing trees.
4. Assumes sewer connections to an existing sewer within the existing park or in adjacent street. Excludes any sump pumps, sewer plan/profiles, or special studies.
5. Assumes on-site water system is a private system and buildings can be served from adjacent lines in the street. Civil engineer will loop water through site, show domestic meter, landscape meter and fire connection on water plan. Excludes any capacity or pressure studies. City obtains Fire Department clearance with hydrant locations and site plan approval.
6. The City has provided an allowance of \$50,000 for potholing to verify infrastructure "as-built" conditions. This service to be billed as a time and material expense.
7. Surface drainage and minor on-site storm drain only. Includes onsite hydrology study. Excludes off-site storm drain plans and rerouting. Available drawings, studies and master plan drainage and site conditions will be evaluated in the hydrology study. Assume downstream property has provided connection points and tabled the park in the hydrology analysis for Oxnard College. Provide calculations to confirm the tabled volume. Any additional off-site hydrology required by the City or County would be considered additional services. Excludes design of any flood control channels, upsizing of existing facilities, disruptive impacts to wetlands that would necessitate regulatory agency involvement, or special permits/processing.

8. Excludes any storm drain improvements/enhancements to the existing wetlands area that are referenced in the Penfield & Smith Drainage and / or Hydrology report (2005).
9. The design of the storm drain system shall include a review of County stormwater requirements during the design phase and the development of recommendations. The scope excludes any special manholes, retention basins and/or pump systems to retain initial storm runoff onsite. Pump stations and clarifier design shall be provided as an additional service. *Note: Detention basins to handle 'first flush' are included with the Scope of Work.*
10. Assume on-site drainage treatment by existing basin and additional manufactured treatment devices (Stormseptor or other approved device) to meet SQUIMP and City. Consultant will review existing City requirements and previous onsite studies. Should an analysis of the existing detention basin be required, please add \$2,500. Should additional onsite treatment or storage be required, additional authorization may be required when the scope of work is clearly defined.
11. All on-site storm drain will be shown on precise grading plan in plan view only. Assume one sheet of plan/profile for connection to adjacent storm drain at Oxnard College.
12. Excludes any improvements to the existing channel along Olds Road to facilitate the secondary access to the site.
13. Excludes Phase II Environmental Assessment (Contamination).
14. Excludes wetland area enhancement, mitigation design, monitoring, or agency coordination services.
15. Excludes any Biological Survey, assessment, monitoring or mitigation outlined in the EIR.
16. Excludes striping plans for Rose Avenue to provide enhanced bicycle lane improvements.

ADDITIONAL SERVICES

The following services will be performed at City request, and shall be considered additional services to the above, reimbursable on an hourly basis:

- A. Additional meetings (as authorized by City) beyond those identified in the scope of work.
- B. Exhibit preparation beyond that identified in the scope of services.
- C. Revisions to the work following authorization by City to proceed with subsequent phases, changes in scope or modifications of the project, design of and/or participation in work beyond the designated site. Preparation of special or technical studies beyond those listed in the scope of work.

D. If it is in the interest of the project to engage or retain the services of any other consultants, then upon City's written authorization, Consultant may engage or retain any such consultant, and the engagement of each consultant shall be an expenditure reimbursable to Consultant.

CONSULTANTS STANDARD HOURLY FEE SCHEDULE

No special consulting services other than those identified are included as part of the professional services. Compensation for supplemental services will be on an hourly basis at standard rates as follows:

RJM DESIGN GROUP, INC.

PRINCIPAL LANDSCAPE ARCHITECT	\$140 - \$165. per hour
ASSOCIATE LANDSCAPE ARCHITECT	\$120 - \$135. per hour
PROJECT LANDSCAPE ARCHITECT	\$100 - \$115. per hour
CADD TECHNICIAN/LANDSCAPE ARCHITECT	\$ 80 - \$ 95. per hour
DRAFTSPERSON	\$ 65 - \$ 75 per hour
WORD PROCESSOR	\$ 60. per hour

WLC ARCHITECTS, INC.

PRINCIPAL	\$170/per hour
ASSOCIATE PRINCIPAL	\$140/per hour
ASSOCIATE COORDINATOR	\$125/per hour
SENIOR PROJECT ARCHITECT	\$120/per hour
SENIOR PROJECT MANAGER	\$110/per hour
PROJECT ARCHITECT	\$105/per hour
PROJECT MANAGER	\$100/per hour
TECHNICAL LEVEL I	\$ 75/per hour
TECHNICAL LEVEL II	\$ 65/per hour
TECHNICAL SUPPORT	\$ 60/per hour

MCE CONSULTANTS

PRINCIPAL	\$150.00 per hour
PROJECT MANAGER	\$120.00 per hour
PROJECT ENGINEER	\$100.00 per hour
PROJECT SURVEYOR	\$110.00 per hour
DESIGN ENGINEER	\$ 90.00 per hour
COMPUTER DRAFTSPERSON	\$ 70.00 per hour
PROJECT ASSISTANT	\$ 50.00 per hour
3-MAN SURVEY CREW	\$240.00
2-MAN SURVEY CREW	\$200.00
EXPERT WITNESS (TRIAL AND DEPOSITION)	\$250.00

GLP ENGINEERING

PRINCIPAL/VICE PRESIDENT	\$150.00 per hour
ASSOCIATE	\$125.00 per hour
PROJECT MANAGER	\$110.00 per hour
DESIGNER	\$ 85.00 per hour

AUSTIN-FOUST

PRINCIPAL	\$165 per hour
ASSOCIATE	\$135-\$150 per hour
TRANSPORTATION ENGINEER	\$ 95-\$125 per hour
TRANSPORTATION PLANNER	\$100-\$125 per hour
TRANSPORTATION ANALYST	\$ 95-\$115 per hour
DESIGN DRAFTER	\$ 75-\$105 per hour
TECHNICAL/CLERICAL	\$ 70 per hour

CONSTRUCTION TESTING & ENGINEERING, Inc.

PRINCIPAL/GEOLOGIST	\$130 per hour
SENIOR ENGINEER/GEOLOGIST/ARCHITECT	\$110 per hour
PROJECT ENGINEER/GEOLOGIST/ARCHITECT	\$ 95 per hour
ENVIRONMENTAL CONSULTANT	\$ 85 per hour
STAFF ENGINEER/GEOLOGIST/ARCHITECT	\$ 75 per hour

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed and will be broken into the categories listed above.

Fees will be escalated each August 1st in accordance with any increase in the Consumer's Price Index or other mutually agreed upon cost index, beginning with August 1, 2007.

All provisions for fee escalation pertain to all contract extensions and additional work.

**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 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). 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 CA000T, ED June 1992) 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 have 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 forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-6692
300 West Third Street, Suite 302
Oxnard, California 93030

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 or 10 days' notice due to nonpayment of premium. 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.**

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. 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.

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

ACCORD 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) \$
	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: Risk Manager
Reference No. A-6692
300 W. Third Street, Suite 302
Oxnard CA 93030

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: Risk Manager
Reference No. A-6692
300 W. Third Street, Suite 302
Oxnard, CA 93030

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 require

Telephone: () _____ Date Signed: _____

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