

**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th day of April, 2009, by and between the City of Oxnard, a municipal corporation ("City"), and Penfield and Smith Engineers ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as engineering and land surveying services; 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 Project Manager, subject to the direction of the City Manager or Department 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 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 Sal Contreras 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 May 1, 2009 and expire on December 31, 2011.

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 a first annual amount not to exceed \$498,000.00 for services 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 acceptance of completed tasks and subtasks as outlined in Schedule C-1.

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 out of, pertain to, or relate to the negligence, recklessness, or willful misconduct from any acts or omissions of Consultant related to this Agreement as 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, or passive negligence.

## 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 all City, State, and federal laws, rules, and regulations, now or hereafter in force, 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:
- Penfield & Smith Engineers  
1327 Del Norte Road, Suite 200  
Camarillo, CA 93010  
Attention: Sal Contreras, P.E.

b. Any notices to City may be delivered personally or by mail addressed to:  
City of Oxnard General Services  
1060 Pacific Ave., Bldg. 3  
Oxnard, California 93030  
Attention: Ralph Alamillo

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 upon to in writing by both the City representative authorized to do so under the City's purchasing policies 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

\_\_\_\_\_  
Penfield and Smith Engineers  
*PIERRE NOSTRAND*  
VICE PRESIDENT

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

*Alan Holmberg*  
\_\_\_\_\_  
Alan Holmberg, City Attorney

*James Cameron*  
\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

*Michael Henderson*  
\_\_\_\_\_  
Michael Henderson, Superintendent  
General Service Department

ATTEST:

\_\_\_\_\_  
Daniel Martinez, City Clerk

## SCOPE OF WORK

### EXHIBIT A

#### **Task 1 – DESIGN DEVELOPMENT**

Phase 1C is the final phase of College Park Phase 1. Design development for this phase is currently at 90% complete. The remaining 10% in design development includes 5 soccer fields with the associated parking lots and lighting, skate park lighting, completion of the 40' wide perimeter road, restrooms, picnic areas, bicycle and pedestrian walkways, water, sewer, recycled water, storm drain design and wetland improvements.

##### **1-1 Confirm Existing Conditions**

Consultant shall confirm and verify all matching elevation from Phase 1A and Phase 1B and show on basemap.

##### **1-2 Review EIR and Geotechnical reports**

Consultant shall review the College Park Environmental Impact Report and geotechnical reports and will identify conflicts. Consultant will hold a meeting with the City to discuss the findings. This scope does not include report updates if any are required.

##### **1-3 Coordination Meeting**

Consultant shall hold one (1) design development meeting with the City. Since Phase 1C design development is currently at 90% no more than one meeting is anticipated.

##### **1-4 Landscape Architectural Services (RJM)**

###### **1-4.1 Prepare design development plans for the Phase 1C Area indicating:**

- a. Soccer Fields, lighted (5);
- b. Shared bicycle and pedestrian circulation elements;
- c. Group picnic areas and shelters;
- d. Lighting of new and existing perimeter road and parking areas, pathway and picnic shelter lighting;
- e. Electrical design of all facilities, including the back-feed to Phase 1A and 1B panels, and capacity for the future softball complex.
- f. Site furniture, including picnic tables, waste receptacles, bench seating, and drinking fountains;
- g. Directional signage;
- h. Maintenance Area;
- i. Trash enclosure.

**1-4.2** Coordinate with the City for the selection of two (2) pre-fabricated restroom buildings, and one (1) maintenance structure. One restroom building to include an enclosed electrical equipment room.

**1-4.3** Submit the design development plans to City for review and comment:  
a. Site elements (per item #1)

- b. Conceptual details of the paving, site furniture, etc.
- c. Landscape site plan with information to identify the hardscape materials, and location, plant palette for type and size of the trees, shrubs, and groundcover

1-4.4 Refine design development plans based upon City comments and direction.

1-4.5 Identify bid alternate items based upon Penfield & Smith direction.

1-4.6 Prepare "revised" estimate of probable construction cost.

#### **1-5 Preliminary Drainage Report**

The consultant shall prepare a preliminary drainage report for Phase 1C. The report shall be based on the College Park Hydrology Report prepared by Penfield & Smith. Prepare preliminary hydrology and storm water quality reports (SQUIMP).

#### **1-6 Preliminary Utility Design**

Consultant shall provide a preliminary utility design. The proposed utilities shall maintain the minimum separation standards set forth by the California Department of Public Health (CDPH). Consultant shall coordinate the utility design to minimize separation standards deviations and special construction and relocation of existing utilities during construction. Utilities include potable water, sewer, recycled water and storm drain.

#### **1-7 Preliminary Grading Plans**

Consultant shall provide a preliminary grading and drainage plan for Phase 1C. The plans shall include preliminary earthwork quantities.

#### **1-8 100 % Design Development Plans**

Based on the design development meeting with the City, the consultant shall make final revisions to the drawings and present the final design development drawings to the City. The consultant shall prepare a "revised" engineers estimate of probable construction cost.

### **TASK 2 – CONSTRUCTION DOCUMENTS**

Based on the 100% design development comments from the City the consultant shall prepare construction documents for Phase 1C including the wetlands.

#### **2-1 Final Utility Design**

- a. Finalize master utility plan at 1"=60'
- b. Finalize storm drain plan including plan and profile at 1"=40'
- c. Finalize sewer plan at 1"=40'
- d. Finalize water plans. Show plan and profiles at 1"=40'
- e. Finalize recycled water plans. Show plan and profiles at 1"=40'

## **2-2 Precise Grading Plans**

- a. Prepare a precise grading plan at 1"=20'
- b. Finalize earthwork quantities and show on plans.

## **2-3 Final Drainage Report**

Consultant shall finalize the drainage report and incorporate all comments from City staff. The report shall include supporting calculations and all information to demonstrate compliance with (SQUIMP) storm water quality.

## **2-4 Project Specifications and Construction Cost Estimate**

- a. Prepare a final engineers estimate of probable construction cost.
- b. Prepare specifications relating to the Civil portion of the design.
  
- c. Attend two (2) meetings with the City and Architect.
- d. Prepare submittal packages at 50%, and 100%.

## **2-5 Landscape Architectural Services (RJM)**

This phase of the project consists of the preparation of the construction documents to include final drawings, specifications, calculations, and final cost opinion for the landscape components of the initial construction scope of the project. Sub-consultant shall provide complete landscape, electrical and structural engineering services required to obtain competitive bids for all items identified in the "approved" design development phase of work. Construction drawings will be submitted at 50%, 100% for City review and comment. At each step of construction drawing submittal, a revised cost opinion will also be submitted. Draft specifications will be provided with the 50% submittal.

### **2-5.1 Landscape Design/Documentation**

Services during the construction documents phase consist of preparation of drawings and specifications based on approved design development documents, setting forth in detail the landscape requirements for the improvements:

- a. Site construction/layout plans at 1" = 30';
- b. Site lighting and electrical plans at 1"=30';
- c. Irrigation plans
- d. Planting plans
- e. Landscape and Structural Engineering Details

### **2-5.2 Electrical Design Documentation**

- a. Electrical load calculations
- b. Lighting plans
- c. Panel schedules, notes, and details
- d. Title 24 energy calculations
- e. Coordination with electric supply authority.

### **2-5.3 Technical Specifications**

Technical specifications for each of the above disciplines will be prepared. Site work construction will be prepared utilizing the 'Green Book' format. Relevant mitigation measures for construction impacts identified in the EIR will be incorporated into the specifications.

### **2-5.4 Statement of Probable Construction Cost**

Statement of Probable Construction Cost services during the construction documents phase consist of advising Penfield & Smith of any adjustments, and, when the construction documents are approximately 50 percent complete, updating of the Statement of Probable Construction Cost of the project, taking into account:

- a. Changes in materials, systems or details of construction, which have occurred during preparation of the construction documents.
- b. Known changes in the cost of materials, labor and services since preparation of the previous Statement of Probable Construction Cost.
- c. Adjustments for known or anticipated changes in the bidding market relative to the project scope of work or complexity.
- d. Submit 50% and 100% plans for City inter-department plan review
- e. Revise plans per City comments and direction.
- f. Submit plans for City Building Department approval.
- g. Sub-consultant shall coordinate with the Penfield & Smith during Building Department and Public Works Department coordination and plan check process to secure approvals and building permits.
- h. Revise plans and assist Penfield & Smith in preparation of bid documents.
- i. Provide original plans and specifications to the Penfield & Smith for printing and distribution to prospective bidders.

## **TASK 3 – POST DESIGN SERVICES**

### **3-1 Bid Phase Assistance**

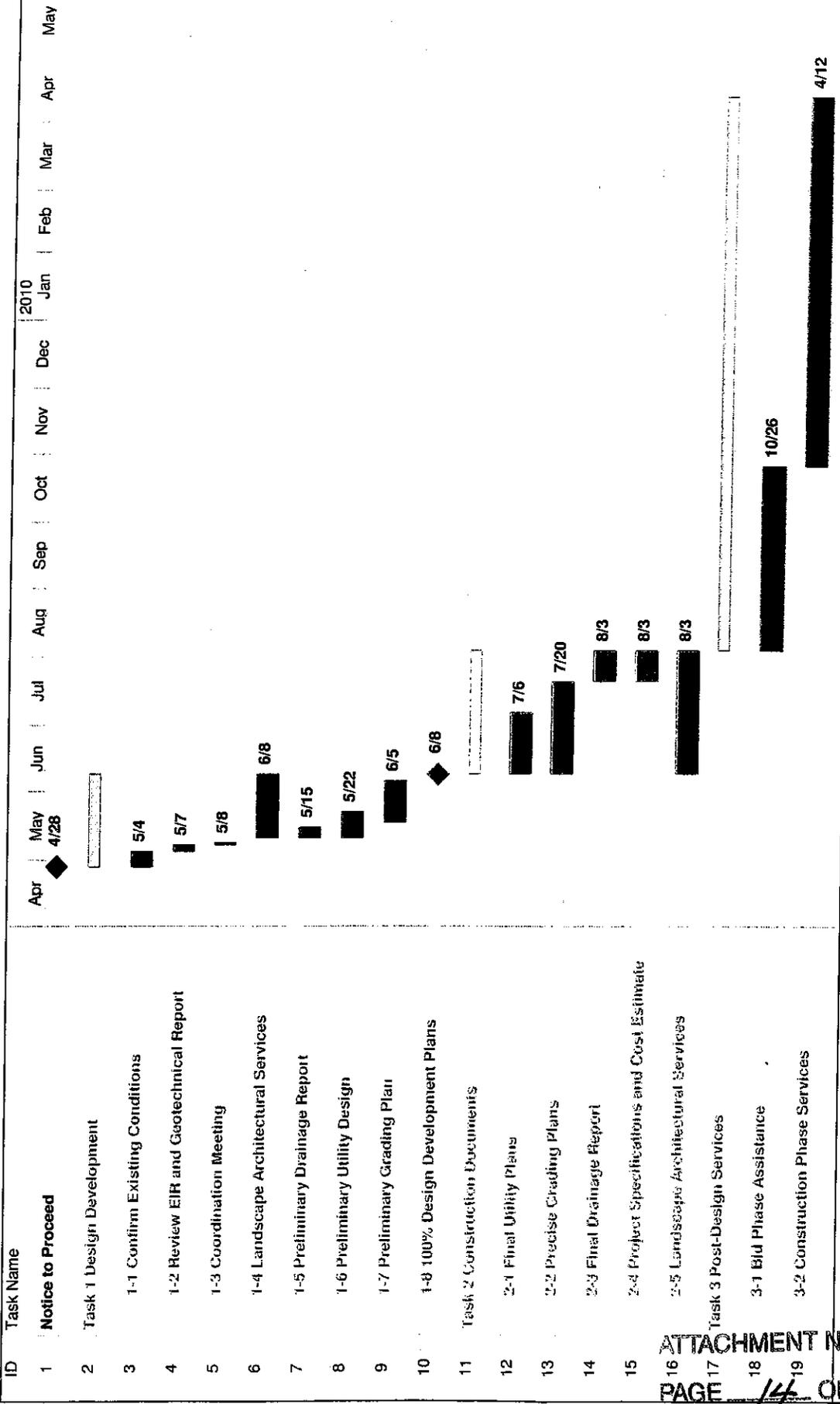
- a. Attend one (1) pre bid meeting.
- b. Assist in the pre bid process as required.

### **3-2 Construction Phase Services**

- a. Attend pre-construction meeting.
- b. Respond to contractor RFI's and review submittals.
- c. Respond and address field change orders.

**CITY OF OXNARD  
COLLEGE PARK PHASE 1C IMPROVEMENTS  
EXHIBIT B**

**TIME FOR PERFORMANCE  
Thu 4/9/09**



ATTACHMENT NO. 1  
PAGE 14 OF 20

**EXHIBIT C  
COLLEGE PARK PHASE 1C  
PENFIELD & SMITH  
BILLING RATES EFFECTIVE JANUARY 1, 2009**

**Engineering**

|                              |      |
|------------------------------|------|
| Engineering Technician ..... | \$73 |
| Associate Technician.....    | 83   |
| Senior Technician .....      | 93   |
| Designer .....               | 110  |
| Senior Designer .....        | 125  |
| Junior Engineer.....         | 88   |
| Assistant Engineer.....      | 110  |
| Associate Engineer.....      | 130  |
| Senior I Engineer .....      | 145  |
| Senior II Engineer.....      | 160  |
| Principal Engineer.....      | 180  |

**Geomatics (Surveying & Mapping)**

|                         |      |
|-------------------------|------|
| Survey Technician ..... | \$68 |
| Junior Surveyor.....    | 85   |
| Assistant Surveyor..... | 105  |
| Associate Surveyor..... | 120  |
| Senior I Surveyor ..... | 135  |
| Senior II Surveyor..... | 150  |
| Principal Surveyor..... | 172  |

|                           |       |
|---------------------------|-------|
| One-Man Survey Crew ..... | \$155 |
| Prevailing Wage .....     | 170   |
| Two-Man Survey Crew ..... | 200   |
| Prevailing Wage .....     | 230   |

**Planning**

|                           |      |
|---------------------------|------|
| Planning Technician ..... | \$68 |
| Junior Planner .....      | 83   |
| Assistant Planner.....    | 100  |
| Associate Planner.....    | 115  |
| Senior I Planner.....     | 130  |
| Senior II Planner.....    | 145  |
| Principal Planner.....    | 160  |

**Construction Management**

|  |      |
|--|------|
| Construction Technician.....                 | \$88 |
| Assistant Construction Manager.....          | 110  |
| Associate Construction Manager.....          | 125  |
| Senior I Construction Manager.....           | 145  |
| Senior II Construction Manager.....          | 155  |
| Principal Construction Manager .....         | 180  |
| Construction Inspector .....                 | \$83 |
| Prevailing Wage .....                        | 110  |
| Senior Construction Inspector .....          | 98   |
| Prevailing Wage .....                        | 115  |
| Chief Inspector/Owner's Representative ..... | 110  |
| Prevailing Wage .....                        | 120  |

**Geographic Information Systems (GIS)**

|                     |      |
|---------------------|------|
| GIS Technician..... | \$85 |
| GIS Analyst .....   | 125  |
| GIS Principal ..... | 165  |
| IT Specialist ..... | 165  |

**General**

|  |      |
|--|------|
| Technical/Clerical Support.....  | \$65 |
| Environmental Specialist .....   | 175  |
| Senior Program Manager .....   | 175  |
| Special Consultant .....   | 200  |
| <i>(Principal with specialized skills in engineering, geomatics or planning)</i> |      |

Rapid Response = Minimum charge of four (4) hours at 1.5 times the regular rate

Expert Witness/Deposition Rate = two (2) times regular rate

Out-of-town Survey Crew Travel = 1/2 times regular rate

Outside Consultant..... Cost + 15%

Reimbursable Expenses .....

In-house reimbursable expense rates available upon request.

*Note: Adjustments to rates are normally made on January 1<sup>st</sup>, however, Penfield & Smith reserves the right to make adjustments at any time.*

ATTACHMENT NO. 1

PAGE 15 OF 20

EXHIBIT C-1

FEE SCHEDULE

|   | P&S               | RJM               | Electrical       | Irrigation       | Structural      | Total             |
|---|-------------------|-------------------|------------------|------------------|-----------------|-------------------|
| <b>Task 1 - Design Development</b>          |                   |                   |                  |                  |                 |                   |
| 1-1 Confirm Existing Conditions             | \$ 3,000          |                   |                  |                  |                 | \$ 3,000          |
| 1-2 Review EIR and Geotechnical Report      | \$ 1,000          |                   |                  |                  |                 | \$ 1,000          |
| 1-3 Coordination Meeting                    | \$ 1,000          |                   |                  |                  |                 | \$ 1,000          |
| 1-4 Landscape Architectural Services        |                   | \$ 25,000         | \$ 7,000         | \$ 5,000         | \$ 1,500        | \$ 38,500         |
| 1-5 Preliminary Drainage Report             | \$ 3,000          |                   |                  |                  |                 | \$ 3,000          |
| 1-6 Preliminary Utility Design              | \$ 5,000          |                   |                  |                  |                 | \$ 5,000          |
| 1-7 Preliminary Grading Plan                | \$ 7,000          |                   |                  |                  |                 | \$ 7,000          |
| 1-8 100% Design Development Plans           | \$ 5,000          |                   |                  |                  |                 | \$ 5,000          |
| <b>Task 1 Subtotal</b>                      | <b>\$ 25,000</b>  | <b>\$ 25,000</b>  | <b>\$ 7,000</b>  | <b>\$ 5,000</b>  | <b>\$ 1,500</b> | <b>\$ 63,500</b>  |
| <b>Task 2 - Construction Documents</b>      |                   |                   |                  |                  |                 |                   |
| 2-1 Final Utility Plans                     | \$ 65,000         |                   |                  |                  |                 | \$ 65,000         |
| 2-2 Precise Grading Plans                   | \$ 75,000         |                   |                  |                  |                 | \$ 75,000         |
| 2-3 Final Drainage Report                   | \$ 15,000         |                   |                  |                  |                 | \$ 15,000         |
| 2-4 Project Specification and Cost Estimate | \$ 10,000         |                   |                  |                  |                 | \$ 10,000         |
| 2-5 Landscape Architectural Services        |                   | \$ 152,520        | \$ 23,885        | \$ 14,160        | \$ 4,435        | \$ 195,000        |
| <b>Task 2 Subtotal</b>                      | <b>\$ 165,000</b> | <b>\$ 152,520</b> | <b>\$ 23,885</b> | <b>\$ 14,160</b> | <b>\$ 4,435</b> | <b>\$ 360,000</b> |
| <b>Task 3 - Post Design Services</b>        |                   |                   |                  |                  |                 |                   |
| 3-1 Bid Phase Assistance                    | \$ 5,000          | \$ 2,000          |                  |                  |                 | \$ 7,000          |
| 3-2 Construction Phase Services             | \$ 35,000         | \$ 25,000         | \$ 3,500         | \$ 2,000         | \$ 2,000        | \$ 67,500         |
| <b>Task 3 Subtotal</b>                      | <b>\$ 40,000</b>  | <b>\$ 27,000</b>  | <b>\$ 3,500</b>  | <b>\$ 2,000</b>  | <b>\$ 2,000</b> | <b>\$ 74,500</b>  |
| <b>Total</b>                                | <b>\$ 230,000</b> | <b>\$ 204,520</b> | <b>\$ 34,385</b> | <b>\$ 21,160</b> | <b>\$ 7,935</b> | <b>\$ 498,000</b> |

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
04/20/09

**PRODUCER**  
Dealey, Renton & Associates  
199 S Los Robles Ave Ste 540  
Pasadena, CA 91101  
626 844-3070

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.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Penfield & Smith  
P. O. Box 98  
Santa Barbara, CA 93102

INSURER A: **American Automobile Ins. Co.**  
INSURER B: **ACE American Insurance Company**  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | POLICY NUMBER       | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |
|----------|--|---------------------|----------------------------------|-----------------------------------|---|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                     |                                  |                                   | EACH OCCURRENCE \$<br>FIRE DAMAGE (Any one fire) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$   |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |                     |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |                     |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$   |
|          | <b>EXCESS LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br>RETENTION \$  |                     |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$  |
| <b>A</b> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   | <b>WZP80965609</b>  | <b>09/01/08</b>                  | <b>09/01/09</b>                   | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| <b>B</b> | <b>OTHER Professional Liability</b>  | <b>G23633346003</b> | <b>03/04/09</b>                  | <b>03/04/10</b>                   | \$2,000,000 per claim<br>\$4,000,000 anni aggr.   |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
**RE: All Operations**

**CERTIFICATE HOLDER**

ADDITIONAL INSURED:INSURER LETTER:

**CANCELLATION**

City of Oxnard  
 Attn: Risk Manager  
 REF 4761-09-CM  
 300 West Third Street, Suite 302  
 Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE  
*Sandy Peters*

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JD  
PENF-01

DATE (MM/DD/YYYY)  
04/21/09

**PRODUCER**  
ACEC/MARSH  
701 Market St., Ste. 1100  
St. Louis MO 63101  
Phone: 800-338-1391 Fax: 888-621-3173

**INSURED**  
  
Penfield & Smith Engineers Inc  
P. O. Box 98  
Santa Barbara CA 93102

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.

| INSURERS AFFORDING COVERAGE |                                | NAIC # |
|-----------------------------|--------------------------------|--------|
| INSURER A:                  | Hartford Underwriters Ins. Co. |        |
| INSURER B:                  | Hartford Accident & Indemnity  |        |
| INSURER C:                  | Hartford Underwriters Ins. Co. |        |
| INSURER D:                  |                                |        |
| INSURER E:                  |                                |        |

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|----------------|-------|---|---------------|----------------------------------|-----------------------------------|--|
| A              |       | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>CONTRACT LIAB.</b><br><input checked="" type="checkbox"/> <b>KCU INCLUDED</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 84SBWVL9749   | 09/01/08                         | 09/01/09                          | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COM/OP AGG \$ 4,000,000 |
| B              |       | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   | 84UEGNY1948   | 09/01/08                         | 09/01/09                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|                |       | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO  |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$  |
| C              |       | <b>EXCESS/UMBRELLA LIABILITY</b><br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE \$<br>RETENTION \$   | 84XHGYH1365   | 09/01/08                         | 09/01/09                          | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000   |
|                |       | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER   |               |                                  |                                   | WC STATUTORY LIMITS \$<br>OTHER \$<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 The City of Oxnard, its City Council, officers, employees, agents and volunteers are included as additional insured as respect the work performed by the Named Insured. Coverage is primary and any insurance held by the additional insured is excess and non-contributory. Re: All Operations  
 CG2010R X-Clause

**CERTIFICATE HOLDER**  
 CITY OF OXNARD  
 ATT: RISK MANAGER  
 REF 4761-09-CM  
 300 WEST THIRD ST., STE. 302  
 OXNARD CA 93030

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
*Alfred A. Patterson*

POLICY NUMBER: 84SBWVL9749  
INSURED: Penfield & Smith Engineers Inc

COMMERCIAL GENERAL LIABILITY

**FORM CG 2010 1185 REPLACEMENT  
ADDITIONAL INSURED BY CONTRACT, AGREEMENT  
OR PERMIT**

This is a summary of the Coverage provided by the BUSINESS LIABILITY COVERAGE FORM SS 00 08 which is included in this policy. No coverage is provided by this summary. Refer to coverage form SS 00 08 to determine the scope of your insurance protection.

WHO IS AN INSURED (Section C) states that the following is also an insured:

**Additional Insureds by Contract, Agreement or Permit**

Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this Business Liability Coverage Form, but only with respect to your operations, "your work" or facilities owned or used by you.

However, coverage under this provision does not apply:

- (1) Unless the written contract or agreement has been executed or a permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury".
- (2) To any person or organization included as an insured under provision g. (Broad Form Vendors).
- (3) To any other person or organization shown in the Declarations as an Additional Insured.

Additional provisions and exclusions apply. Refer to coverage form SS 00 08 to determine the scope of your insurance protection.

When required by contract, coverage is primary and any insurance held by the additional insured(s) shall be excess and non-contributory.

ATTACHMENT NO. 1

PAGE 19 OF 20

**Exhibit B  
CERTIFICATION**

The undersigned affirms that he or she is duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to submission to the City.

|   |   |
|---|---|
| <u>David Rundle</u><br>Signature                | <u>Secretary</u><br>Title                                   |
| <u>David W. Rundle, RCE 48540</u><br>Typed Name | <u>Penfield &amp; Smith Engineers, Inc.</u><br>Company Name |
| <u>(805) 963-9532</u><br>Telephone No.          | <u>111 East Victoria</u><br>Mailing Address                 |
| <u>(805) 966-9801</u><br>Fax No.                | <u>Santa Barbara, CA 93101</u><br>City, State, Zip          |
| <u>4/21/09</u><br>Date                          |   |

CORPORATE SEAL IF SUBMITTED BY A CORPORATION

