

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 21st day of July, 2009, by and between the City of Oxnard, a municipal corporation ("City"), and Kennedy/Jenks Consultants ("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 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. Principal in Charge

Consultant hereby designates Jeff Savard, Vice President as its principal-in-charge and person responsible for necessary coordination with Project Manager.

9. 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.

10. City's Responsibility

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

11. Term of Agreement

This Agreement shall begin on July 21, 2009, and expire on July 31, 2010.

12. Termination

a. This Agreement may be terminated by City if Project Manager notifies Consultant, in writing, of Project 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 Project 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.

13. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$347,000 for services provided under this Agreement at rates provided in Exhibit B 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 Project 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.

14. 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 Project Manager. The invoice shall identify services by project as specified by Project 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 Project Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

15. 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.

16. 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.

17. 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 Project Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Project 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.

18. 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.

19. 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 Project Manager.

20. 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.

21. 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.

22. 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.

23. Consultant Not Agent

Except as Project 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.

24. Conflict of Interest

Consultant shall promptly inform Project 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.

25. 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 Project Manager, which consent may be withheld for any reason.

26. 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.

27. 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 Project Manager, provide copies to Project 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. Counterparts

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

36. 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.

37. 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.

38. 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.

39. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Kennedy/Jenks Consultants, 1000 Hill Road, Suite 200, Ventura, California 93003-4455, Attention: Jeff Savard, Vice President.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, 305 West Third Street, Third Floor East Wing, Oxnard, California 93030, Attention: Lou Balderrama, City Engineer.

40. 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.

41. 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

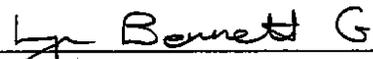


Jeff Sayard, Vice President
Kennedy/Jenks Consultants

ATTEST:

APPROVED AS TO INSURANCE:

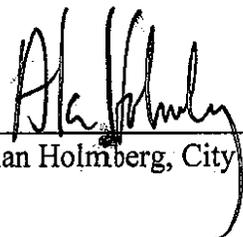
Daniel Martinez, City Clerk



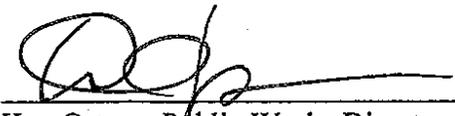
James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Alan Holmberg, City Attorney



Ken Ortega, Public Works Director



Lou Balderrama, Project Manager

EXHIBIT A

SCOPE OF WORK

Consultant shall provide the following scope of work to support design and implementation of a recycled water system in City water service area.

Phase 2A includes the following:

- Market assessment of Phase 2 demands
- Hydraulic analysis/extended period model simulation
- Evaluation of storage needs for Phase 1 and Phase 2 demands
- Preliminary assessment of recharge/extraction alternatives for recycled water
- Definition of alternatives for detailed evaluation in future phase
- Preparation of an Operations Plan for submittal to California Department of Public Health
- Preparation of standard details for customer retrofits.

Scope of Work – Phase 2A

Task A – Recycled Water Master Plan – Phase 2A

The Recycled Water Master Plan – Phase 1 focused on the market assessment and infrastructure analysis of the Recycled Water Backbone System. The goal of Phase 2A will be to expand on Phase 1 by developing the remaining phases, defined in the Phase 1 report as “Future Phases.” Phase 2A will focus on potential users and infrastructure necessary to serve recycled water to the southeastern part of the City (portion of the City east of H Street and south of Channel Islands Boulevard), the northeastern part of the City (portion east of H Street and north of Channel Islands Boulevard), the former Ocean View Municipal Water District, United Water Conservation District’s Pumping Trough Pipeline (PTP), the Duck Club, and Pleasant Valley County Water District. In addition to identifying other potential recycled water users and laying out the remaining pipeline extensions, the report will discuss the location and criteria for additional infrastructure (i.e., storage tanks, injection wells, etc.), as well as outline general operational strategies for the system.

Task A.1 – Market Assessment

(\$36,280)

Consultant will build upon information gathered during preparation of the Recycled Water Master Plan - Phase 1 to identify potential recycled water demands in the southeastern and northeastern portions of the City, the former Ocean View Municipal Water District, the PTP, the Duck Club, and the Pleasant Valley County Water District. Consultant will also provide information on potential use of recycled water as a seawater barrier, groundwater injection, and potential groundwater spreading locations (Ferro, Noble and Riverpark pits).

Consultant will develop estimates of recycled water demand using a variety of readily available information sources, including existing GIS data, City billing records, and groundwater

injection/groundwater spreading feasibility studies undertaken by the City and United Water Conservation District.

Consultant will contact the following large users in order to better understand their potential recycled water demand:

- California Air National Guard
- Naval Base Ventura County
- Reliant Energy
- Other large industrial users (Gill's Onions, others).

In addition, irrigation demand and timing will be updated (these have changed from previous analyses because of changing crop patterns and implementation of Saticoy wellfield and Conejo Creek projects). This information will be provided for dry, average and wet years.

It is assumed that there will be two (2) meetings related to the recycled water market assessment and its relationship to the overall GREAT Program.

Deliverables: Excel spreadsheet with customer demand. Record of meetings with large potential customers. Minutes for meetings with City staff. Telephone record of coordination calls with other consultants.

Task A.2 – Hydraulic Analysis/Extended Period Model Simulation (\$42,280)

Consultant will develop a hydraulic model using Bentley WaterCAD V8 XM Edition and will utilize various scenarios to evaluate the effects of system expansion on performance. The steady-state analysis will simulate scenarios for the initial extension (Backbone System) proposed in the Recycled Water Master Plan - Phase 1, and also future extensions which include the following:

- Ocean View System
- Southeast System
- Northeast System
- Pleasant Valley System.

To build the model and create the identified scenarios, a digital parcel map, as provided by the City (2005), will be imported into the program to allow accurate determination of each customer location. The potential customers and corresponding demands will be populated into the model based on the market assessment performed as part of the Recycled Water Master Plan (Phases 1 and 2). In addition to demand, the elevation of each customer will be determined using a digital contour map provided by the City (2005) and attached to each corresponding node. Elevations will be assigned to each customer point of demand, or node, based upon the nearest two-foot contour line elevation.

Consultant will use the model to analyze the available pressure throughout the system during peak hour and day time periods. With estimated system pressures available, the City will be able to more accurately determine appropriate pipe materials along the pipe alignment, thus allowing

for a more economical design. Figures will be provided to illustrate the various project phases, scenario pressure results, and pipe alignments.

To determine the appropriate size and location for recycled water storage, estimate pump cycling frequency, and develop a general description of system operation during different system phases, an extended period computer model will be developed. The model will be built using WaterCAD V8 XM (or update) and will utilize the system infrastructure developed for the steady-state model (Task 2.3). The extended period computer model will provide the City with useful insight into how the recycled water system will operate. Using this modeling approach, the City will be able to reduce system costs by developing more efficient operational strategies and refining the sizing of future infrastructure.

Recycled water use patterns will be based on industry standards, comparable existing systems in southern California, and understanding developed during the market assessment. The model will be run using a one-hour step for a period of 72 hours. Figures will be provided to illustrate the various infrastructure requirements and a description will be provided to explain general system operation of each phase.

Phase 1 and Phase 2 demands and storage needs will be incorporated into the hydraulic model. Seasonal and short-term storage options will be included in the model, including:

- Gravel pits (Ferro, Noble and Riverpark)
- Buried storage along the Phase 1 Pipeline (Backbone System)
- ASR Wells for Seawater Intrusion Barrier
- ASR Wells for Inland Distributed Extraction

It is assumed that there will be two (2) meetings held between Consultant and the City related to the hydraulic analysis/extended period model simulation.

Deliverables: List of hydraulic model assumptions used as basis for model input, list of information needs, hydraulic model output in Excel spreadsheet or Adobe Acrobat format, figures showing demand trends. Minutes for meetings with City staff. Telephone record of coordination calls with other consultants.

Task A.3 –Preliminary Assessment of Recharge/Extraction Alternatives (\$73,920)

A preliminary assessment of groundwater recharge/extraction alternatives to meet storage needs identified from Tasks A.1 and A.2 will be performed. The feasibility and benefits of surface recharge to pits and recharge by direct injection using ASR wells will be evaluated. Benefits to be evaluated will include: 1) flexibility in operations of the AWP, 2) reduced needs for off-peak surface storage, 3) creating Fox Canyon Groundwater Management Agency (GMA) credits for later extraction, 4) providing for peaking capacity to meet summer peak demands, and 5) mitigating the effects of overdraft conditions.

Recharge/extraction alternative scenarios will be developed for evaluation. The USGS groundwater flow model (MODFLOW) will be used to help evaluate the feasibility and benefits of the recharge/extraction alternatives:

- Set up recharge modeling scenarios
- Set up extraction recovery scenarios
- Run groundwater model to determine recharge mound shape and size
- Determine if full recharge capacity requirements of recycled water can be met during the wettest years
- Determine availability (amount and timing) of dilution water (diverted water from Santa Clara River)
- Estimate preliminary travel path and distance of injected water.

Recycled water ASR wells may include the following:

- Seawater barrier ASR wells. The configuration and injection scenarios may be updated from those assumed for the Advanced Planning Study and Program EIR.
- Potential inland ASR wells. These wells may be recommended to facilitate delivering recycled water to M&I customers in the west part of the City, given potential backbone pipeline diameter/capacity limitations in this area.

For the purpose of evaluating the potential for injection of recycled water in seawater barrier ASR wells and other potential recycled water ASR wells, Consultant will:

- Determine locations and capacities of barrier wells and other potential wells
- Set up injection and extraction modeling scenarios
- Run groundwater model to determine barrier mound shape and size
- Estimate preliminary travel path and distance of injected water.

It is assumed that there will be three (3) meetings held between Consultant and the City related to recharge/extraction alternatives as well as the relationship of these alternatives to the overall GREAT Program.

Deliverables: Model output in Excel spreadsheet or Adobe Acrobat format, figures showing potential recharge/extraction alternatives. Minutes for meetings with City staff. Telephone record of coordination calls with other consultants.

Task A.4 – Develop Backbone System Storage Alternative Scenarios (\$23,640)

Consultant will evaluate potential locations for buried storage at existing City-owned facilities, such as public parks. It is assumed that there will be one meeting held between Consultant and the City related to alternative storage scenarios.

Deliverables: Excel spreadsheet showing storage requirements under different demand scenarios, figures showing potential locations for storage. Minutes for meetings with City staff. Telephone record of coordination calls with other consultants.

Task A.5 – Define Alternatives for Evaluation (\$56,880)

Consultant will work with the City to define alternatives for future detailed evaluation in future phase. This will include the following:

- Integrating the work from Tasks A.1 through A.4 and preparing a PowerPoint presentation for a workshop with the City
- Holding a one-day workshop with the City
- Documenting the results of Tasks A.1 through A.4 and the workshop into a letter report.

The outcome of the workshop will be to reach agreement with the City on the alternatives for future detailed evaluation. Based on initial discussions, these may consist of the following:

- ASR Barrier
- Forebay Pits; (a) Ferro, (b) Riverpark, (c) Ferro and Riverpark (and possibly Noble)
- Combination of #1 (ASR Barrier) and #2a (Forebay Pits – Ferro)
- ASR Inland/Ferro Pit
- Backbone System Buried Storage.

It is assumed that there will be two (2) meetings held between Consultant and the City to define alternatives for evaluation.

Deliverables: Minutes for meetings with City staff. Telephone record of coordination calls with other consultants. Workshop materials which are expected to include figures to illustrate the various alternatives, including location of potential storage facilities, storage capacities, and demand curves. An accompanying Letter Report will be prepared which discusses the alternatives. The report will primarily include figures and tables focusing on the evaluation performed in Tasks A.1 through A.4 and the operational aspects of each alternative selected for the detailed evaluation in future phase.

Budget (Phase 2A - Task A)

The estimated fee for Phase 2A - Task A is \$233,000.

Task B – Operations Plan for Municipal and Industrial Recycled Water Customers

Based on discussions with the California Department of Public Health (CA DPH), as part of Title 22 requirements, the City will need to prepare an Operations Plan prior to delivery of recycled water. This Operations Plan will be specific to the City's municipal and industrial (M&I) customers.

Task B.1 –Review and Collect Data (\$17,200)

Consultant will collect and review, including but not limited to, the following information:

- Historical and pertinent studies:
 - City Recycled Water System Design Drawings and Specifications
 - City Recycled Water Planning Studies
 - City Recycled Water Laws and Regulations

- City Water Master Plans
 - City Sewer Master Plans
 - City Urban Water Management Plans
 - City Environmental/CEQA Documentation.
- Pertinent Guidelines and Regulatory requirements:
 - California Department of Health Services, Environmental Management Branch, *Guidelines for the Use of Reclaimed Water*
 - California Code of Regulations, Title 22
 - California Code of Regulations, Title 17
 - American Water Works Association, California-Nevada Section, *Guidelines for The Distribution of NonPotable Water*
 - American Water Works Association, California-Nevada Section, *The Onsite Retrofit of Facilities Using Disinfected Tertiary Recycled Water.*

Consultant anticipates the following meetings as part of this task:

- One (1) informal meeting with CA DPH to define requirements of the Operations Plan;
- One (1) informal project kick-off meeting with City staff to establish departmental contacts, and to discuss data availability, project goals, and needs (representatives from City operations, maintenance, safety, human resources, and management may be requested to attend).

Deliverables: Meeting agendas and minutes, list of data needs, draft outline for Operations Plan.

Task B.2 – Prepare Draft Operations Plan for M&I Recycled Water Customers (\$56,500 / approximately \$5,600 per section)

An Operations Plan will be prepared for the City's recycled water program for M&I customers. This Operations Plan will summarize the operations strategies for the City's recycled water program as it pertains to the M&I customers. Consultant and the City understand that CA DPH has not published guidelines for preparation of an Operations Plan. Consultant will prepare an Operations Plan based on discussions with CA DPH staff.

Anticipated elements of the Operations Plan include the following:

- Project Introduction
- Recycled Water Regulations
- Treatment Operation
- Distribution System Operation
- Potential Recycled Water Use Areas and Controls
- Cross-Connection Inspection and Controls
- Reliability Features
- Contingency Plan
- Maintenance
- Training

Consultant will submit the Draft Operations Plan to the City for review. Consultant anticipates, and has budgeted for one (1) informal project progress meeting with City staff during Task B.2. The progress meeting will include a discussion of project progress and remaining data gaps.

Deliverables: Progress meeting agenda and minutes, Draft Operations Plan by section for City's review.

Task B.3 – Prepare Final Draft Operations Plan for M&I Recycled Water Customers (\$16,100)

The City will forward written comments from the Draft Operations Plan to Consultant. Consultant will incorporate these modifications into the Final Draft Operations Plan. Consultant will submit the Final Draft Operations Plan to the City for further distribution including, but not limited to, CA DPH. Consultant anticipates, and has budgeted for one (1) informal project progress meeting with City staff during Task F.4. The progress meeting will include a discussion of project progress and the City's review comments.

Deliverables: Progress meeting agenda and minutes, Final Draft Operations Plan for City's review.

Task B.4 – Prepare Final Operations Plan for M&I Recycled Water Customers (\$14,200)

The City will forward written comments from review of the Final Draft Operations Plan (including City and CA DPH comments) to Consultant. Consultant will incorporate these modifications into the Final Operations Plan. It is anticipated that the City will submit the Final Operations Plan to the CA DPH. Consultant anticipates one (1) informal meeting with CA DPH to review comments on the Operations Plan.

Deliverables: Consultant will submit up to five (5) copies of the Draft Operations Plan (80 percent) to the City for their internal review and comment. Consultant will incorporate written City comments on the Draft Operations Plan and submit up to ten (10) copies of the Final Draft Operations Plan (90 percent). A copy of the Final Draft Operations Plan will be submitted to CA DPH for review and comment. Following receipt of written comments on the Final Draft Operations Plan, Consultant will submit up to ten (10) copies of the Final Operations Plan (100 percent) to the City. A copy of the Final Operations Plan will be submitted to CA DPH. The City will coordinate deliverables to CA DPH.

Budget (Task B)

The estimated fee for Task B is \$104,000.

Task C - Development of Customer Retrofit Standard Details

In order to assist the City with implementing its recycled water program, Consultant will prepare standard details for customer retrofits.

Task C.1 - Draft Customer Retrofit Standard Details (\$5,100)

Consultant proposes preparation of the following standard details:

- Customer Site Recycled Water Retrofit – Identification of Water Control Devices
- Customer Site Recycled Water Retrofit – Irrigation Box Cover/Lids
- Customer Site Recycled Water Retrofit – System Isolation Gate Valve
- Customer Site Recycled Water Retrofit – Remote Control Valve
- Customer Site Recycled Water Retrofit – Irrigation System Controller with Identification Decal
- Customer Site Recycled Water Retrofit - Project Advisory Sign

Standard drawings will utilize the City's title block template and will be prepared on either 8 ½" x 11" or 11" x 17" sheets, depending on the level of detail involved. Consultant will provide the City with eight (8) copies of the draft standard details for review and comment.

Deliverables: Six (6) draft customer retrofit standard details.

Task C.2 - Final Draft Customer Retrofit Standard Details (\$2,500)

Consultant proposes holding one (1) meeting with the City to review and take comments on the Customer Retrofit Standard Details. Based on comments received by the City on the draft details, Consultant will revise the drawings. Eight (8) copies of the Final Draft Customer Retrofit Standard Details will be provided to the City for review and comment.

Deliverables: Six (6) final draft customer retrofit standard details.

Task C.3 - Final Customer Retrofit Standard Details (\$2,400)

Consultant proposes holding a meeting with the City to review and refine the Final Draft Customer Retrofit Standard Details. Based on comments received by the City on the final draft, Consultant will prepare the final details. Consultant will provide the City with eight (8) hardcopies and a CD containing the standard details in both portable document format and AutoCAD.

Deliverables: Six (6) final customer retrofit standard details.

Budget (Task C)

The estimated fee for Task C is \$10,000.

Total Budget – Phase 2A

The total budget for Phase 2A is \$347,000.
2A.

EXHIBIT B
SCHEDULE OF FEES

January 1, 2009

Personnel Compensation

Classification	Hourly Rate
CAD-Technician.....	\$ 95
Designer-Senior Technician	\$125
Engineer-Scientist-Specialist 2.....	\$120
Engineer-Scientist-Specialist 3.....	\$135
Engineer-Scientist-Specialist 4.....	\$150
Engineer-Scientist-Specialist 5.....	\$165
Engineer-Scientist-Specialist 6.....	\$185
Engineer-Scientist-Specialist 7.....	\$210
Engineer-Scientist-Specialist 8.....	\$220
Engineer-Scientist-Specialist 9.....	\$225
Project Administrator	\$ 85
Administrative Assistant.....	\$ 70
Aide.....	\$ 55

In addition to the above Hourly Rates, a three percent (3%) Communications Charge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

Direct Expenses

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

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the rate of 50 cents per mile or at a negotiated monthly rate.

Reimbursement for use of computerized drafting systems (CAD), geographical information systems (GIS), and other specialized software and hardware will be at the rate of \$12 per hour.

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

Other in-house charges for prints and reproductions, equipment usage, laboratory analyses, etc. will be at standard company rates.

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

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2009 through December 31, 2009. After December 31, 2009, invoices will reflect the Schedule of Charges currently in effect.

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

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

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

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

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

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No.
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. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

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

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

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. _____
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

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DC)
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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
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GENERAL
 PRODUCTS/COMPLETED OPERATIONS
 PERSONAL & ADVERTISING INJURY
 FIRE DAMAGE

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

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

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

- INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
 Attn: Risk Manager
 Reference No. _____
 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 the company to this endorsement.

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

