

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 3rd day of November, 2009 by and between the City of Oxnard, a municipal corporation ("City"), and AECOM ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as either architectural, landscape architectural, engineering, or 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 deducted from payments otherwise due Consultant.

8. Principal in Charge

Consultant hereby designates Brian Jordan, P.E. 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 written direction to Consultant as requested regarding particular project requirements.

11. Term of Agreement

This Agreement shall begin on November 3, 2009, and expire on June 30, 2012.

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 \$6,515,685 for services provided under this Agreement as summarized in Exhibit B and 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 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 agreement number and 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 negligent 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 AECOM, 5851 Thille Street, Suite 201, Ventura, CA 93003, Attention: Brian Jordan.

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.

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

  
\_\_\_\_\_  
Brian Jordan, Senior Vice President  
AECOM

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Lou Balderrama, Project Manager

## EXHIBIT A

### SCOPE OF SERVICES

#### Background and Overview

The City has developed the GREAT (Groundwater Recovery Enhancement and Treatment Program) as an alternative water supply program to meet the projected increase in water demands. As part of the Phase 1 improvements, the City plans to construct the Advanced Water Purification Facility (AWPF) and the Recycled Water Backbone System (RWBS) as part of the GREAT Program.

As part of the GREAT Program, CH2M Hill is providing design-phase engineering services and engineering support during construction for the AWPF and Black & Veatch is providing similar services for the RWBS. The Geotechnical Engineer of Record for the AWPF is CH2M Hill and Fugro for the RWBS. The City is retaining Consultant to provide construction phase engineering services during construction of these components of the GREAT Program as described herein.

Project Component	Magnitude of Cost	Anticipated Construction Duration
AWPF	\$70 Million*	Pre-construction activities from November 4, 2009 for one (1) construction contract with significant construction activities occurring from through January 2012 (25 months) and closeout activities from January 2012 through April 2012 (4 months).
RWBS	\$25 Million	Up to three (3) construction contracts with significant construction activities occurring from April 2010 through June 2011 (15 months) and closeout activities from July 2011 through September 2011 (3 months).
Total	\$95 Million	Total construction period ranges from November 2009 through April 2012 (31 months).

\* Assume approximately \$50 million for construction and \$20 million for pre-procured equipment.

The schedule (Figure 1, next page) summarizes the construction sequences and durations assumed for this proposal. The City of Oxnard will implement a centralized document and change management system for the Program. Accordingly, all submittals and deliverables indicated herein shall be transmitted electronically (e.g. Adobe Acrobat), unless otherwise indicated.

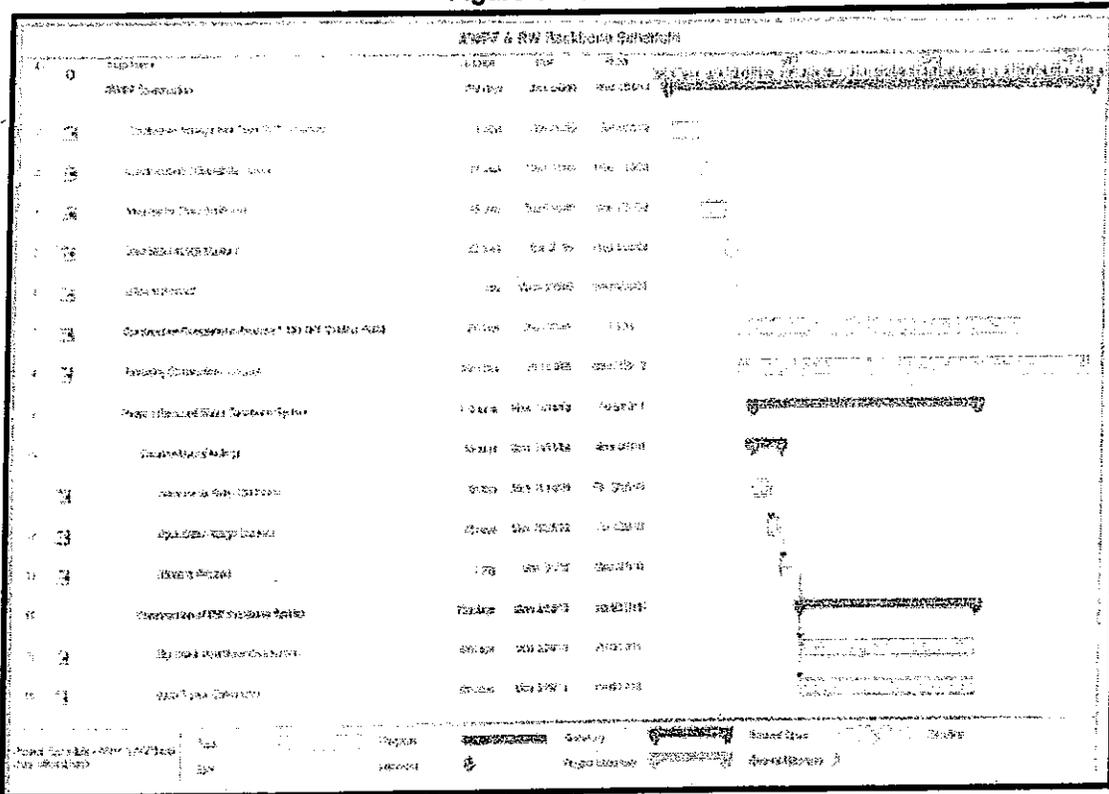
#### Construction Phase Services

Consultant will neither direct nor supervise the Contractor's personnel; will not operate or direct the use of equipment; will not be responsible for construction means and methods, techniques, and procedures; will not be responsible for safety precautions on the project; and will not in any way infringe on the duties of the Contractors. Consultant will monitor the work of the Contractors for general compliance with the contract documents.

The construction phase engineering staff's (CPES) activities will be directly monitored by Consultant's program manager. Consultant will be the City's "Project Representative." CPES's dealing in matters pertaining to the construction contract will, in general, be with the Contractor, keeping the City advised as necessary. The "formal" communications for the construction phase of the project will be as follows:

- Subcontractor to/from Contractor
- Contractor to/from CPES
- CPES to/from the City, to/from the project designers, and to/from permit agencies, and other team participants and stakeholders, as directed

**Figure 1 – Schedule**



Construction phase services will consist of two parts: Part 1 – Program and pre-construction services (Tasks 1000 – 2000 inclusive of all associated sub-tasks) and Part 2 – Construction and post construction services (Tasks 3000 – 7000 inclusive of all associated sub-tasks).

## **Part 1 – Program and Pre-Construction Services**

### **1000 – Overall Program Services**

Consultant shall complete the following tasks:

#### **Task 1010 – Existing Document Review**

Gather and review available project data from the City. Data shall consist of the following:

- Current plans, specifications, and cost estimates.
- Preliminary Design Report.
- Geotechnical reports.
- Environmental and permit documents.
- Record Drawings of existing/previous structures, facilities.
- Cost and schedule data.
- Site history.
- Funding terms, requirements, and data.
- Consolidated program schedule.
- Details of temporary and permanent power and telephone connections, if being provided by others, e.g. SCE.
- Regional Water Quality Control Board (RWQCB) Waste Discharge Requirements (WDRs)
- Traffic Control Plans, if available.
- Standard City Details, Specifications, and Requirements.

#### **Task 1020 – Project Team Workplan Plan Development**

Review construction phase engineering services scope of work for City's consultants. Compile task list of services being provided by the City and the design consultants. Based on the information gathered, develop a workplan for the management and QA/QC activities associated with construction phase engineering services for Consultant, Consultant's subconsultants (environmental, labor compliance, survey, geotechnical/materials testing, and grant management), and all impacted stakeholders (City, design consultants, contractors). Compile all management and QA/QC information into a single workplan file.

#### **Task 1030 – Construction Administration Procedures Manual**

Compile a Construction Administration Procedures Manual for each of the two projects [note that one manual will be prepared for the RWBS which may have up to three (3) bid packages]. The manual will define project administration team responsibilities and assignments and to what degree and frequency the tasks will be executed. Emergency contacts and action plans will be compiled. The primary purpose of this manual is to define the appropriate level of project administration, coordination, and communication. Five (5) copies of the draft manual will be submitted to the City. Upon receipt and addressing of comments, five (5) manuals will be provided to the City. The manual will consist of approximately 150 pages of text, figures and tables. As part of this task, Consultant will work closely with City staff to develop a plan for how resident and business inquiries will be handled during construction activities. The plan, which will be approved by the City, will be incorporated into the manual as an Appendix.

### **Task 1040 – Program Coordination**

Provide program coordination services consisting of weekly coordination meetings and responses to issues that develop on the project to maintain the communications between the City and the following team members:

- AWPf Design Consultant
- RWBS Design Consultant
- Geotechnical Subconsultants
- Environmental Subconsultants
- Permitting Subconsultants
- City Financial Department and Public Information Office
- Right-of-Way Consultant
- Survey Subconsultant
- Permitting Agencies

Program coordination services include review of consultant documents (deliverables), permits, easements, environmental process, and geotechnical services. Note this task does not include weekly coordination with the Contractor. Contractor coordination tasks are detailed elsewhere in this scope.

### **Task 1050 – Budget**

Compile Master Project Budgets and update quarterly. Maintain (monthly) the detailed cost summary for the construction phase for the AWPf and RWBS Programs. The cost summary will track the expenditures and projected expenditures through project completion. City to provide account ledgers monthly.

### **Task 1060 – Schedule**

Compile Master Project Schedules and update quarterly. The schedules will illustrate the sequence and duration of up to 50 major tasks for the AWPf and RWBS construction phases, along with the retrofit services.

Develop baseline critical path schedule for each of the four (4) bid packages in Primavera for internal use by the City. Upon receiving the Contractors' baseline and updated monthly schedules thereafter, update and compare the Contractor's schedule to the work completed and to the City's baseline schedule to identify deficiencies and possible delays. Bring these deficiencies and possible delays to the Contractor's attention, so that he may take appropriate action immediately. Monitor the action to determine if further corrective action is required, and bring this to the attention of the Contractor.

### **Task 1070 – RWQCB Meetings and Coordination**

Attend meetings and maintain coordination on regulatory issues between RWQCB and the City. Consultant assumes the City has coordinated and received all required permits and permit approvals. Further, Contractor will be responsible for all permits and permit approvals from the agency for the management of stormwater groundwater, discharge water, and/or wastewater. Consultant anticipates attendance at up to four (4) meetings and 32 man-hours of supplemental technical support during the finalization of the Title 22 Report (compiled by others).

### **Task 1080 – DPH Title 22 Permit Application Process**

Attend meetings and maintain coordination on regulatory issues between the California Department of Public Health (DPH) and City for issuance of the Title 22 Report (to be compiled by others). Consultant anticipates up to four (4) meetings and 32 man-hours of technical support. Development, design, and implementation of recycled water customer retrofits will be by others.

### **Task 1090 – Off-Site Utility Coordination**

Coordinate the electrical and telephone service requirements with SCE and the telephone company for the AWPf.

### **Task 1100 – Constructability and Operability Review**

Independent constructability reviews will be performed on two (2) independent design packages. The first design package for the AWPf will consist of one (1) “fatal flaws” and operability review on completed for Bid Documents and recommendations for modifications to the front-end documents. The second package will be a constructability review for the RWBS, which will be performed for the 90% design package.

The Consultant shall assume the following will be provided by the City and/or the Design Engineer for each design package:

- Provide design team to present overview of the design on the first day of the workshop.
- Copies of the Intermediate and Pre-Final Design Submittals, including the Intermediate Design Report, Pre-Final Design Report, Plans, Calculations, Technical Specifications and Constructability review comments.
- General Terms and Conditions, Project Schedule, and Engineer’s Opinion of Probable Construction Costs.
- Attendance and participation in the Constructability Review Workshop by City staff and Design staff.
- Review of a Summary of Findings Report for the constructability review conducted by the design professional.
- Access to Design Engineer and the City Project Manager to field questions during document review.

### **Task 1110 – AWPf Constructability and Operability Review**

The operability review will focus on the layout and design of the facilities. The objective of this review is to determine whether the process mechanical components will function in an optimal manner and whether it can be maintained for its intended use. Following the review, the City will be provided with comments focused on the construction details and O&M considerations. Consultant will also assist with the operability review.

The initial constructability review of the AWPf will be a Fatal Flaw review of the Bid Documents which will focus on:

- Coordination of the Equipment Procurement Contract conditions and requirements with AWPf Bid Document.

- Review of Agreement, General Conditions and General Requirements for inclusion of additional contract requirements for procedural issues and responsibilities for submittals, schedule, payment and change order procedures, quality control, protection of the environment, safety, and project closeout.
- Review of construction sequencing.
- Specified quality control and testing requirements and responsibilities of the Contractor
- Geotechnical concerns for:
  - Dewatering in the areas of gravity feed pipeline to plant and impact to salt marsh lagoon.
  - Soil boring information and design parameters.
- Plan review for:
  - Consideration of special limitations imposed by the site.
  - Specifications that adequately relate to the plans and are not unnecessarily restrictive.
- Potential “fatal flaws” related to the design including physical conflicts on the plans and conflicts between specifications and the plans.
- Review of Engineer’s Construction Cost Estimate.
- Review of Designers constructability review comments.
  - Coordinate, lead and participate in a Constructability Review Workshop approximately fourteen (14) business days after receipt of the design package.
  - Review existing information prior to the workshops.
  - Conduct workshop.
  - Preparation of a Summary of Findings Report following the workshops.
- Compile one (1) redlined set of plans, specifications, schedule and cost estimate summary with comments.
- Compile Summary of Findings Report prepared by Consultant.

**Task 1120 – RWBS Constructability and Operability Review**

The second package review for the pipeline will be performed at the 90% design completion stage. Consultant shall review the 90% design documents for:

- Review of Agreement, General Conditions and General Requirements for inclusion of additional contract requirements for procedural issues and responsibilities for submittals, schedule, payment and change order procedures, quality control, protection of the environment, safety, and project closeout.
- Review of Construction sequencing.
- Specified quality control and testing requirements and responsibilities of the Contractor.
- Geotechnical concerns for:
  - Dewatering.
  - Soil boring information.
- Plan review for:
  - Consideration of special limitations imposed by the site.
  - Specifications that adequately relate to the plans and are not unnecessarily restrictive.

- Potential physical conflicts on the plans and conflicts between specifications and the plans.
- Review of Update Construction Cost Estimate.
- Compile one redlined set of plans, specifications, schedule and cost estimate summary with comments.
- Compile Summary of Findings Report prepared by Consultant.

**Task 1200 – Pre-negotiated Equipment Packages**

Coordinate the transfer of responsibility (via assigned contracts) for up to four (4) pre-negotiated equipment packages (low-pressure membranes, high-pressure membranes, UV-advanced oxidation systems, and electrical equipment/systems integrator) from the City to the General Contractor during construction.

**Task 1300 – Centralized Document and Change Management System**

The intent of the scope of this task is to provide the City with a Centralized Document and Change Management System utilizing Primavera Contract Manager (formerly known as Expedition) for the AWPf and each of three (3) RWBS projects. Included in this work will be the development of the standard business processes for implementation of this system.

The development of a centralized system for managing project information, specifically document and change management, shall include five (5) phases:

- Discovery
- Design
- Implementation
- Training
- Deployment

**Task 1300.1 – Discovery**

**Requirements**

- Consultant shall prepare and execute a Discovery session at the facilities of the City. It is assumed that this will be a five (5) day event to develop the appropriate and applicable information on:
  - Project tasks.
  - Staff responsibilities.
  - Business practices.
  - Document handling and control needs and reporting requirements.
  - Change Management process and reporting requirements.
- Consultant assumes the Discovery to be held in such a way as to minimize impact to the day-to-day duties of City staff by holding introductory session(s) and follow on focused sessions with smaller groups or project individuals.
- Introductory topics may include, but not be limited to:
  - Project team introductions and individual roles.
  - Implementation goals and objectives.
  - Defining key success factors, establish key milestones.

- Preliminary target schedule for roll-out, identify roll-out strategy, identify key Oracle applications and functional areas to be implemented.
- Consultant shall provide an agenda and schedule for the Discovery workshop, as well as a list of the types of subject matter experts from the City staff needed to support the business process.
- The City shall provide subject matter experts knowledgeable in the City's business processes.
- Minimum system requirements are assumed to include:
  - The system will provide a centralized system to access project information. The system will be hosted by the Consultant, but turned over to the City at the end of the project.
  - The system must be flexible to enable configuration to support the needs of all business processes.
  - The core of the system must have a scalable relational database built on an operating system that can be easily integrated with other databases.
  - The system must have user interface simple enough for end-users to be able to easily navigate the setup, understand the interfaces, and access data in the most efficient way possible.
- Documents to be tracked and posted include, but are not limited to:
  - Correspondence (letters and e-mail)
  - Submittals/Shop Drawings
  - Requests for Information (RFI)
  - Change Orders and Change Order Requests
  - Meeting Agendas and Minutes
  - Daily Reports
  - Inspection Reports
  - Project Schedules
  - Testing Reports
  - Labor Compliance Documentation
  - Progress Payments
  - Funding Reimbursement
  - Potential Claims
  - Claims
  - Daily, Weekly, and Monthly Reports
  - Training
  - Spare Parts Lists/Checklist
  - Warranties
  - Logs of Business/Resident Inquiries and Resolution
  - Logs
  - Start-up and Testing
  - LEED Certification Documentation
  - Traffic Control Plan Details/Compliance
  - Punch List Items
  - Construction Photos

## **Final “Discovery” Product**

- Consultant shall prepare a System Implementation Plan within 45 business days of completion of the Discovery Workshop and shall describe:
  - Implementation planning requirements.
  - Tasks.
  - Schedule for utilizing the Contract Manager products to achieve the City’s system goals identified during the Discovery.
  - Consultant assumes that the number of Primavera Contract Manager licenses required for project personnel is 12 (Consultant (x4), City (x2), Project Design Engineer (x2), and Construction Contractor (x4)) and the number of P6 licenses required for project personnel is 2 (Consultant and City).
- The implementation plan will allow for support of the business processes associated with the execution of the Project and include a draft outline functional specification. The outline will provide an overview of the proposed system including the Project hierarchy.

## **Task 1300.2 – Design**

### **Intent**

- The intent of the Design Process is to provide standard business process for:
  - Document Management
  - Change Control
- A final detailed functional specification for implementation of Primavera Contract Manager for both document and change management.

### **Requirements**

- Consultant will develop a standard draft business process for:
  - Document Management
  - Change Management
- Consultant will present the draft standard business process to the City for input and approval.
- Business Processes for Document and Change Management shall include, but not be limited to:
  - Standard File Index
  - Incoming and Outgoing Correspondence
  - Submittal and Shop Drawing Review
  - RFI Submittal and Response
  - Change Orders and Change Order Requests
  - Transmittals
  - Issues Tracking
  - Standard Forms
  - Work Directive Change Process
  - Change Request Process

- Negotiation Process
- Final Change Order Approval Process
- It is anticipated that the City will provide:
  - Facilities for the workshops [estimated three (3) workshops].
  - Subject Matter Experts that will have approval authority for the proposed business processes.
  - IT participation.

**Final “Design” Product**

- Standard procedures for document management that will be incorporated into the Construction Field Manual.
- Final functional specification that shall include, but are not limited to:
  - Specifications, standard forms and metadata for:
    - Change Orders
    - Incoming and Outgoing Correspondence
    - Submittal and Shop Drawings
    - RFI
    - Transmittals
    - Issues Tracking
  - Develop a recommendation and procedure for improvement in the Change Order process addressing:
    - Delegated authority to appropriate implementation staff.
    - Standard checklists for maintaining consistent documentation.
    - Checks and balances to ensure completeness and consistency in Change Order processing.
    - Automation through electronic forms and routing.
    - The procedures will be reviewed with the implementing and operating divisions of the City for acceptance and will be formatted for inclusion into the Construction Field Manual.
- Final functional specification that shall include:
  - Specifications, standard forms and metadata for:
    - Change Orders
    - Incoming and Outgoing Correspondence
    - Submittal and Shop Drawings
    - RFI
    - Transmittals
    - Issues Tracking

## **Task 1300.3 – Implementation**

### **Intent**

- The intent of this task is for Consultant to provide the final development, installation and configuration of the selected software “Primavera Contract Manager” for the approved business processes.

### **Requirements**

- Development of Contract Manager
  - The Consultant shall obtain the number of Primavera Contract Manager licenses identified during the Discovery Workshop.
  - The Consultant shall perform the functional configuration to support the designed business processes.
  - Configuration shall support the logging, cataloguing and indexing of project documents including:
    - Change Orders
    - Incoming and Outgoing Correspondence
    - Submittal and Shop Drawings
    - RFI
    - Transmittals
    - Issues
    - Daily Reports
    - Inspection Reports
  - Configuration shall include the development of security and workflows as identified by the City.
  - User Acceptance Testing
    - Prior to roll-out of the system for continued use, Consultant shall perform user testing to ensure system meets the business process requirements.
    - Consultant shall provide testing scripts including preparation, review, and finalization of mock-ups.
  - Integration of feedback and revisions
    - Consultant shall incorporate comments received during user testing.
  - It is anticipated that the City will provide:
    - Facilities for the workshops [estimated three (3) workshops].
    - Subject Matter Experts that will participate in the user testing.

### **Final Implementation Product**

- System Mock-ups
- User Testing Scripts
- Revision Tracking Table
- Online system

## **Task 1300.4 – Training**

### **Intent**

- The intent of this task is for Consultant to provide the training required for end users. Included in this task are the development of training materials and provision of training instructors.

### **Training**

- Consultant shall develop training curriculum and materials based on feedback received during the User Acceptance Testing.
- Training materials will be presented to the City for review and approval prior to training.
- Consultant will conduct training for project personnel. Training will teach City staff how to use the configure system. As part of the overall training plan, Consultant will provide:
  - 1 - 4 hour Overview/Demonstration of Oracle/Primavera Contract Manager.
  - 1 - 24 hour (3 x 8 hour days) standard Oracle/Primavera Contract Manager Course 201 for beginner/novice users (maximum 12 users).
  - 1 - 16 hour (2 x 8 hour days) modified Oracle/Primavera Contract Manager Course 201 for experienced users of Primavera Expedition/Contract Manager.

### **Final Training**

- Consultant will provide five (5) copies of a preliminary draft training materials including:
  - Procedure handouts based on User Tasks.
  - PowerPoint slides to be used during course of instruction. Cross-reference each training aid within each subsection of the lesson plan.
  - User Manuals
    - Training Schedule will be submitted prior to the training sessions.
    - Student Handouts for at least 12 attendees.

### **Turnover Training and Support**

- The intent of this task is for Consultant to provide training and support to allow the City to maintain and use Primavera Contract Manager after the transfer of computer files and software.
  - Consultant shall provide training to support regular system use as follows:
    - Technical support training for the City's IT staff (1 session total 8 hours).
    - User Training for the City's Engineering Staff (as required) 16 hour (2 x 8 hour days) modified Oracle/Primavera Contract Manager Course 201 for experienced users of Primavera Contract Manager.

### **Task 1300.5 – Deployment**

#### **Intent**

- The intent of this task is for Consultant to provide user and configuration support during the use of the system.

#### **Deployment**

- Consultant shall provide Helpdesk support services including coaching and mentoring of end users.
- Consultant shall provide as needed software configuration support.

#### **Final Deployment**

- Issue Reports shall be provided detailing:
  - User problems
  - Resolution
  - Date of Issue
  - Date of Resolution provided

### **Task 1300.6 – IT Turnover**

Provide IT support for system turnover to City.

### **2000 – Bid Phase Services**

Consultant shall provide the following preconstruction phase engineering services during the bid phase for the AWPB and for up to three (3) bid packages for the RWBS.

Note: Bid phase services begin after the plans and specifications are signed, ready for bid with a completed estimate of probable construction cost and a proposed schedule compiled by the Design Engineer and reviewed by Consultant and the City.

#### **Task 2010 – Bid Document Review**

Review the project schedule, cost estimate, final technical specifications and plans for an understanding of the required Contractor work for each bid package.

#### **Task 2020 – Permits and Easements**

Verify that permits and easements have been obtained by others for each bid package.

#### **Task 2030 – Contractor Pre-qualification**

Consultant will assist the City in conducting, coordinating and performing a pre-qualification and selection process for the two trenchless technology bid packages associated with the RWBS Contractors. Each of the two pre-qualification selection processes will include the following tasks:

- Utilizing the Department of Industrial Relations model as a format, prepare pre-qualifications questionnaire and advertisement for City review and approval. Submit draft copy to the City. Meet to discuss comments. Finalize pre-qualification advertisement and pre-qualification questionnaire.

- By contacting local cities, counties, consultants and/or special districts, assist the City in identifying a list of Contractors what have prior experience with similar projects. Contact the Contractors identified to advertise the City's project.
- Facilitate the City's review of pre-qualification submittals received from interested Contractors.
- Compile letters of notification for firms that responded.
- Conduct an orientation meeting with selected firms. Identify project data to be provided by the City to selected firms.

#### **Task 2040 – Bid Support**

For each of the four (4) bid packages, facilitate the City's solicitation of bids. Distribute bid packages (reproduced and provided by the City).

#### **Task 2050 – Pre-bid Conference**

For each of the four (4) bid packages, attend the pre-bid conference. Prepare minutes and distribute to project team.

#### **Task 2060 – Bidder Support**

For each of the four (4) bid packages, receive bidder's questions and coordinate responses with the City, their design consultants and permit agencies, as required. Review and distribute up to five (5) addenda prepared by the City's project design engineer(s) for each bid package.

#### **Task 2070 – Bid Analysis**

For each of the four (4) bid packages, review and analyze the bids to identify responsive and responsible bidders. Prepare bid tabulations. Coordinate execution of the contract.

#### **Task 2080 – Conformed Documents**

Consultant will coordinate the preparation of the conformed documents by the City's Design Consultant and execution by the City and Contractor. Copies of conformed documents will be provided by the City to the Contractor.

### **Part 2 – Construction and Post-Construction Services**

#### **3000 – Construction Services - AWPf**

Consultant will make available the Resident Engineer (RE) and mobilize the field staff to the project site as soon as Consultant receives authorization to proceed and construction is ready to begin. The RE and the field staff will maintain field offices (for both the AWPf and RWBS) provided by the AWPf Contractors. The RE will implement the record-keeping documentation and contract administration systems. Consultant will be the City's focal point (agent) for correspondence related to the construction phase of the project.

#### **Task 3010 – Pre-construction Conference**

Conduct a pre-construction conference with the City, City's consultants, involved agencies, utilities, and the Contractor's team as they prepare to mobilize for the project. The RE will review plans and specifications with the Contractor in an effort to facilitate the Contractor's understanding of the project. The RE will review the Contractor's construction schedule for the project, including equipment, labor, and supervision planning. The RE will review appropriate protocols and procedures detailed in the Construction Administration Procedures Manual. The

RE will apprise the Contractor of contract requirements regarding security matters such as fences, lighting, and posting of signs. Consultant will prepare meeting minutes for the pre-construction meeting.

#### **Task 3020 – Weekly Progress Meetings**

Conduct weekly progress meetings at the City's wastewater treatment plant with the Contractors, permit agencies (if applicable), and the City's design representatives.

The principal purpose of the project coordination meetings will be to:

- Review progress and quality and work planned for the next week.
- Progress of critical path schedule items and tasks critical to project success (e.g., status of long lead time items).
- Review submittal and RFI logs.
- Notify the attendees of any construction deficiencies.
- Discuss labor, material, and equipment related to upcoming work.
- Address team coordination matters.
- Review maintenance of "as-built" drawings throughout construction.

Consultant will plan for these meetings, chair these meetings, and conduct each meeting according to a published agenda and have meeting summaries prepared and promptly distributed. Meeting summaries will detail action items, the discussions that ensued, and announce the time and date of the next meeting.

#### **Task 3025 – Centralized Document and Change Management System**

Consultant will provide administrative support and management of the Centralized Document and Change Management System to include regular updates of:

- Correspondence (letters and e-mail)
- Submittals/Shop Drawings
- Requests for Information (RFI)
- Change Orders and Change Order Requests
- Meeting Agendas and Minutes
- Daily Reports
- Inspection Reports
- Project Schedules

#### **Task 3030 – Request for Information (RFI)**

Review, coordinate (with City and Design Engineer), and respond to (up to 800) Contractor's RFIs. When appropriate, recommendations, suggestions and alternatives shall be provided to the Contractor, and/or the City.

#### **Task 3040 – Scheduling**

Review the Contractor's schedule on a monthly basis to verify that the project is being executed in general accordance with the requirements of the contract documents. Monitor the Contractor's compliance with the agreed-upon scheduling requirements.

Consultant's major tasks associated with the overall schedule requirements will be to:

- Review the Contractor's schedule to determine that it is properly prepared, that the milestones dates meet the overall schedule, and that no major conflicts exist.
- Review progress attained against the approved schedule to adequately record work-in-place, detect any potential delays, and review the Contractor's plan for implementation of remedial measures when appropriate, to recover or maintain progress.
- If changes are made to the critical path items review changes in assumptions and logic.
- In conjunction with the City, negotiate schedule adjustments with the Contractor, which may be required due to weather, change orders, or other impacts requiring schedule adjustments.

#### **Task 3050 – Compliance**

Review Contractor's safety program for compliance with the contract documents. Consultant shall not be responsible for Contractor's implementation of or compliance with its safety program or for initiating, maintaining, monitoring or supervising the implementation of such programs or the procedures and precautions associated therewith, or for the coordination of any of the above with the Contractor.

#### **Task 3060 – Construction Administration**

Maintain a set of contract files per the procedures identified in the Construction Administration Procedures Manual. If resident/business inquiries are received, Consultant will log them and work with the City staff to implement a response based on the procedures outlined in the Construction Administration Procedures Manual.

#### **Task 3070 – Monthly Progress Payments**

Review Contractor's monthly progress payment requests, and construction contract records and reports specified to be submitted for compliance with contract documents. Compile recommendations and forward to the City.

#### **Task 3080 – Change Orders**

Investigate proposed change orders submitted by the Contractor or requested by the City and/or its consultants. Change order submittals will include supporting records. Consultant's investigation will include the impacts on the project schedule and budget, and will include a recommendation for approval or disapproval.

Consultant will:

- Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
- Review change order estimates compiled by the City's Design Consultants consisting of a cost estimate conforming to the City's procedures and forms; assess the impacts of the proposed change on the Contractor's schedule and operations; and prepare a written report summarizing the impact of the proposed change in terms of extra cost, cost savings, schedule, and effect on Contractor's obligations.
- Evaluate the Contractor's price proposals for reasonableness and accuracy of construction quantities, rates and unit prices, and time and schedule impacts.

- Maintain a change order log as a means to tracking change order proposals through the review and approval process. Consultant will establish files for potential change orders or claims such as to accumulate documentation should the issues result in a change order or claim.

#### **Task 3090 – Submittals**

Receive from Contractor up to 300 sets of specified submittals and O&M Manuals. Transmit these to the Design Engineer for review. Maintain a log and manage shop drawings and sample/submittal review process to determine the following:

- All short-term look-ahead schedules contain critical submittal dates, and the logs reflect the same.
- Submittals are reviewed in a timely fashion and returned to the Contractor to minimize lost production time.
- Logs are updated on a regular basis.
- Shop drawings have been reviewed and returned before associated work has begun.
- A copy of all submittals is maintained in the file.

Subsequent to the review, return submittal to the Contractor and forward a copy to the City.

Consultant shall conduct an administrative review of worker safety protection/excavation plans and dewatering plans prepared by the Contractor's registered civil or structural engineer to assist the City with the acceptance of detailed plans developed by the Contractor for the design of excavation, bracing, sloping or other provisions necessary for the protection of existing facilities and for the protection of workers from the hazard of caving ground during the excavation of any trench five (5) feet or more in depth (hereinafter referred to as "Excavation Plan").

Consultant's review does not include an independent review of the Contractor's calculations or of the materials used by the Contractor. Nothing contained in the Scope of Work shall be construed as relieving the Contractor of the full responsibility for providing an Excavation Plan(s) that is adequate for worker protection, nor for the liability resulting from the failure to do so.

#### **Task 3100 – Permit Coordination**

Act as liaison (for communications) between the City and representatives of permitting agencies. Assist the City with finalizing permit coordination. All permit fees are to be paid by Contractor and/or City.

#### **Task 3110 – Field Observation**

Implement observation guidelines for monitoring the quality of the Contractor's work. Conduct field observation and prepare documentation (daily reports) of construction tasks, including but not limited to construction staging, utility coordination, process, mechanical, electrical, instrumentation, traffic access, pedestrian access, drainage, NPDES requirements, concrete, grading, pipeline, building construction, base and surfacing, lighting, landscaping, and erosion control.

Upon witnessing (and discussing with City) materials, erection or installation process, or levels of quality that do not meet the requirements of the construction contract documents, issue a Non-Conformance Report notifying the Contractor of such deviation and inquire about the Contractor's proposed corrective action. Copies will be forwarded to the City.

The Contractor has sole responsibility for compliance with safety requirements on the construction contract. Consultant's staff will monitor the Contractor's general compliance with its safety program and advise the City of observed deficiencies.

Maintain a photographic log of construction activities and provide the City copies of significant photographs.

#### **Task 3120 – Punch List**

Punch lists shall be developed to permit City acceptance of each segment of work to occur after the Contractor attains substantial completion. Conduct a final project review with the City. Submit a recommendation for project acceptance. Provide services necessary to support (one) third-party certification during and following substantial completion.

#### **Task 3130 – Record Drawings**

Collect construction record drawings from Contractor and transmit to design engineer for processing.

#### **Task 3140 – Technical Support**

Provide assistance from experienced pipeline, construction, process, mechanical, structural, electrical, and controls engineers and other professionals, to assist with field observation and resolution of technical issues.

#### **4000 – Construction Services - RWBS**

***NOTE: THIS SCOPE OF WORK WILL BE PROVIDED FOR EACH OF THE THREE (3) BID PACKAGES.***

Consultant will make available the RE and mobilize the field staff to the project site as soon as Consultant receives authorization to proceed and construction is ready to begin. The RE and the field staff will maintain field offices (for both the AWPf and RWBS) provided by the AWPf Contractors (see Task 3000). The RE will implement the record-keeping documentation and contract administration systems. Consultant will be the City's focal point (agent) for correspondence related to the construction phase of the project.

#### **Task 4010 – Preconstruction Conference**

Conduct a pre-construction conference with the City, City's consultants, involved agencies, utilities, and the Contractor's team as they prepare to mobilize for the project. The RE will review plans and specifications with the Contractor in an effort to facilitate the Contractor's understanding of the project. The RE will review the Contractor's construction schedule for the project, including equipment, labor, and supervision planning. The RE will review appropriate protocols and procedures detailed in the Construction Administration Procedures Manual. The RE will apprise the Contractor of contract requirements regarding security matters such as fences, lighting, and posting of signs. Consultant will prepare meeting minutes for the pre-construction meeting.

#### **Task 4020 – Weekly Progress Meetings**

Conduct weekly progress meetings at the City's wastewater treatment plant with the Contractors, permit agencies (if applicable), and the City's design representatives.

The principal purpose of the project coordination meetings will be to:

- Review progress, quality, and work planned for the next week.
- Progress of critical path schedule items and tasks critical to project success (e.g., status of long lead time items).
- Review submittal and RFI logs.
- Notify the attendees of any construction deficiencies.
- Discuss labor, material, and equipment related to upcoming work.
- Address team coordination matters.
- Review maintenance of "as-built" drawings throughout construction.

Consultant will prepare for these meetings (i.e., review the most current schedule ahead of the meeting), chair these meetings, and conduct each meeting according to a published agenda and have meeting summaries prepared and promptly distributed. Meeting summaries will detail action items, the discussions that ensued, and announce the time and date of the next meeting.

#### **Task 4025 – Centralized Document and Change Management System**

Consultant will provide administrative support and management of the Centralized Document and Change Management System to include regular updates of:

- Correspondence (letters and e-mail)
- Submittals/Shop Drawings
- Requests for Information (RFI)
- Change Orders and Change Order Requests
- Meeting Agendas and Minutes
- Daily Reports
- Inspection Reports
- Project Schedules

#### **Task 4030 – Request for Information (RFI)**

Review, coordinate (with City and design engineer), and respond to (up to 200) Contractor's Requests for Information (RFI). When appropriate, recommendations, suggestions and alternatives shall be provided to the Contractor and/or the City.

#### **Task 4040 – Scheduling**

Review the Contractor's schedule on a monthly basis to verify that the project is being executed in general accordance with the requirements of the contract documents. Monitor the Contractor's compliance with the agreed-upon scheduling requirements.

Consultant's major tasks associated with the over all schedule requirements will be to:

- Review the Contractor's schedule to determine that it is properly prepared, that the milestones dates meet the overall schedule, and that no major conflicts exist.

- Review progress attained against the approved schedule to adequately record work-in-place, detect any potential delays, and review the Contractor's plan for implementation of remedial measures when appropriate, to recover or maintain progress.
- If changes are made to the critical path items review changes in assumptions and logic.
- In conjunction with the City, negotiate schedule adjustments with the Contractor, which may be required due to weather, change orders, or other impacts requiring schedule adjustments.

#### **Task 4050 – Compliance**

Review Contractor's safety program for compliance with the contract documents. Consultant shall not be responsible for Contractor's implementation of or compliance with its safety program or for initiating, maintaining, monitoring or supervising the implementation of such programs or the procedures and precautions associated therewith, or for the coordination of any of the above with the Contractor.

#### **Task 4060 – Construction Administration**

Maintain a set of contract files per the procedures identified in the Construction Administration Procedures Manual. If resident/business inquiries are received, Consultant will log them and work with the City staff to implement a response based on the procedures outlined in the Construction Administration Procedures Manual.

#### **Task 4070 – Monthly Progress Payments**

Review Contractor's monthly progress payment requests, and construction contract records and reports specified to be submitted for compliance with contract documents. Compile recommendations and forward to the City.

#### **Task 4080 – Change Orders**

Investigate proposed change orders and RFIs submitted by the Contractor or requested by the City. Change order submittals will include supporting records. Consultant's investigation will include the impacts on the project schedule and budget, and will include a recommendation for approval or disapproval.

Consultant will:

- Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
- Review change order estimates compiled by the City's Design Consultants consisting of a cost estimate conforming to the City's procedures and forms; assess the impacts of the proposed change on the Contractor's schedule and operations; and prepare a written report summarizing the impact of the proposed change in terms of extra cost, cost savings, schedule, and effect on Contractor's obligations.
- Evaluate the Contractor's price proposals for reasonableness and accuracy of construction quantities, rates and unit prices, and time and schedule impacts.
- Maintain a change order log as a means to tracking change order proposals through the review and approval process. Consultant will establish files for potential change orders or claims such as to accumulate documentation should the issues result in a change order or claim.

### **Task 4090 – Submittals**

Receive from Contractor up to 500 sets of specified submittals and O&M manuals. Transmit these to the Design Engineer for review. Maintain a log and manage shop drawings and sample/submittal review process to determine the following:

- All short-term look-ahead schedules contain critical submittal dates, and the logs reflect the same.
- Submittals are reviewed in a timely fashion and returned to the Contractor to minimize lost production time.
- Logs are updated on a regular basis.
- Shop drawings have been reviewed and returned before associated work has begun.
- A copy of all submittals is maintained in the file.

Subsequent to the review, return submittal to the Contractor and forward a copy to the City.

Consultant shall conduct an administrative review of worker safety protection/excavation plans and dewatering plans prepared by the Contractor's registered civil or structural engineer to assist the City with the acceptance of detailed plans developed by the Contractor for the design of excavation, bracing, sloping or other provisions necessary for the protection of existing facilities and for the protection of workers from the hazard of caving ground during the excavation of any trench five (5) feet or more in depth (hereinafter referred to as "Excavation Plan").

Consultant's review does not include an independent review of the Contractor's calculations or of the materials used by the Contractor. Nothing contained in the Scope of Work shall be construed as relieving the Contractor of the full responsibility for providing an Excavation Plan(s) that is adequate for worker protection, nor for the liability resulting from the failure to do so.

### **Task 4100 – Permit Coordination**

Act as liaison (for communications) between the City and representatives of permitting agencies. Assist the City with finalizing permit coordination. All permit fees are to be paid by Contractor and/or City.

### **Task 4110 – Field Observation**

Implement observation guidelines for monitoring the quality of the Contractor's work. Conduct field observation and prepare documentation (daily reports) of construction tasks, including but not limited to construction staging, utility coordination, process, mechanical, electrical, instrumentation, traffic access, pedestrian access, drainage, NPDES requirements, concrete, grading, pipeline, building construction, base and surfacing, lighting, landscaping, and erosion control.

Upon witnessing (and discussing with City) materials, erection or installation process, or levels of quality that do not meet the requirements of the construction contract documents, issue a Non-Conformance Report notifying the Contractor of such deviation and inquire about the Contractor's proposed corrective action. Copies will be forwarded to the City.

The Contractor has sole responsibility for compliance with safety requirements on the construction contract. Consultant's staff will monitor the Contractor's general compliance with its safety program and advise the City of observed deficiencies.

Maintain a photographic log of construction activities and provide the City copies of significant photographs.

**Task 4120 – Punch List**

Punch lists shall be developed to permit City acceptance of each segment of work to occur after the Contractor attains substantial completion. Conduct a final project review with the City. Submit a recommendation for project acceptance.

**Task 4130 – Record Drawing**

Collect construction record drawings from Contractor and transmit to design engineer for processing.

**Task 4140 – Technical Support**

Provide assistance from experienced pipeline, construction, structural, electrical, and controls engineers and other professionals, to assist with field observation and resolution of technical issues.

**5000 – Specialty Services**

The following specialty services will be performed by Consultant and/or Consultant's subconsultants.

**Task 5010 – Partnering**

Consultant will assist the City in facilitating partnering workshops with each of four (4) contracts [one (1) for AWPf and three (3) for RWBS; 16 total]. Attend workshops between the City, City's Design Representatives, Contractor, and Consultant.

The partnering structure is envisioned as follows:

**Facilitator**

- Selected and paid for by the City and/or Contractor

**Executive Level Partners**

- General Contractor—Operations Executives
- City—Executives from Public Works Department
- Consultant—Principal in Charge

**Partnering Team**

- Contractor's executive level, plus project managers and foreman(s)
- City executive level, plus key engineering, field, and operations staff
- Consultant's executive level plus RE, Resident Project Representative(s) and subconsultants
- Key Permit Agencies/Stakeholders
- Design Engineer Representatives

**Task 5020 – Materials Testing Services and Specialty Inspections**

Consultant will periodically provide a field technician for observations during earthwork construction and will provide technical support staff to review and provide recommendations relative to the special inspections identified in the AWPf drawings.

Compaction testing of subgrade and aggregate base in the RWBS trench and AWPf structure locations and concrete cylinder testing are anticipated. Laboratory material quality control testing will be conducted in accordance with project specifications.

The following inspection and testing tasks are anticipated for both the RWBS and AWPf sites:

- Subgrade Compaction Testing
- Aggregate Base Compaction Testing
- Asphalt Concrete Inspection and Testing
- Concrete Sampling (including testing and cylinder breaks)
- Pick Up Concrete Samples
- Concrete Cylinders Breaks
- Aggregate Base Maximum Density
- Asphalt Concrete Maximum Density

Daily field reports of activities related to compaction, concrete placement, and paving will be prepared on site and will be presented before geotechnical personnel leave the site.

Consultant will review the results of all testing materials quality inspections and will then make recommendations for acceptance of work in general compliance with the contract documents or remedial actions required to correct unacceptable portions of the Contractor's work.

The level of effort for testing services and specialty inspections is summarized in Exhibit B.

#### **Task 5030 – Environmental Cultural Monitoring**

Consultant will provide environmental monitoring and permit compliance monitoring to compile an opinion relative to construction activity compliance with permits issued by regulatory agencies. A project with an impact that may cause a substantial adverse change in the significance of an historical resource is considered to have a significant adverse impact on the environment (CEQA Guidelines 15064.5[4] [b]). The Mitigation Monitoring and Reporting Plan (MMRP) defines measures to avoid or minimize any impacts or reduce to a level of less than significant impacts to cultural resources. Avoidance of cultural resources is the preferred alternative. The following mitigation requirements are called out in the MMRP.

- BIO-1, Monitoring of Erosion Control BMPs
- BIO-2, Jurisdictional Waters Monitoring
- BIO-3, Pre-Construction Survey for Sensitive Plants
- BIO-4, Pre-Construction Survey for Burrowing Owls
- BIO-5, Pre-Construction Survey for Nesting Birds
- CUL-1 – Avoidance of Cultural Resources
- CUL-2 – Archaeological Monitoring (predefined areas)
- CUL-3 – Archaeological Survey
- CUL-4 – Archaeological Monitoring (periodic across project)
- PALEO 1 – Retention of Paleontologist
- PALEO 2 – Museum Storage Agreement
- PALEO 3 – Preconstruction Coordination
- PALEO 4 – Paleontologic Monitoring and Fossil/Sample Recovery

- PALEO 5 – Final Laboratory Tasks
- PALEO 6 - Reporting

### **Task 5031 – Cultural and Paleontological Resource Monitoring**

Consultant will provide cultural and paleontological resource services to the City to fulfill some of the technical and construction aspects of these measures to include:

- Conduct background research.
- Develop formal agreement with a recognized museum repository, such as the Los Angeles County Museum of Natural History Vertebrate Paleontology Department (LACMVP).
- Conduct an archaeological survey.
- Prepare a Worker Training Program.
- Prepare a Construction Monitoring and Unanticipated Discovery Plan.
- Monitor construction in sensitive areas.
- Periodic construction monitoring for the duration of the project.
- Overall cultural and paleontological resources support to ensure compliance with state and local laws.

The foundation for all cultural resources work is the gathering of background material. In the event that the City needs to complete this task, Consultant will begin with a record and literature review to determine what previously reported cultural resources exist within and near the project corridor. Concurrently, the Native American Heritage Commission will be contacted to conduct a review of their Sacred Lands files to identify culturally significant properties along project segments.

Following pre-field research, Consultant will conduct a systematic intensive archaeological pedestrian survey of the project. The goal of the intensive inventory is to identify and record archaeological resources and to update and define site boundaries for previously recorded resources.

Consultant will design and implement one Worker Training Program for project personnel who have the potential to encounter and alter unique paleontological and archaeological resources. This includes construction supervisors as well as field construction personnel. No construction worker should be involved in ground-disturbing activities without having participated in the Worker Training Program.

Consultant will also prepare and implement a Construction Monitoring and Unanticipated Cultural and Paleontological Resources Discovery Plan. During construction, it is possible that previously unknown archaeological or other cultural resources, fossils, or human remains could be discovered. The plan will contain one (1) training session of personnel in the identification of remains that could be found in the project area and identify response procedures to be followed in the event of an unanticipated discovery. The plan will contain procedures for identifying and evaluating the significance of the discovery, procedures for Native American consultation if appropriate, and procedures for the discovery of human remains per state law, specifically California Public Resources Code Sections 5097.91 and 5097.98, as amended.

Consultant will provide for monitoring of construction activities in sensitive areas as defined in the RFP, as well as spot monitoring of other portions of the project to compile an opinion relative to construction activity compliance with state and local laws. Monitors will follow the protocols established in the Construction Monitoring and Unanticipated Cultural and Paleontological Resources Discovery Plan.

#### **Task 5032 – Biological Resource Monitoring**

Consultant's biologists will monitor work in jurisdictional areas to compile an opinion relative to construction activity compliance with the conditions set forth in the applicable permits.

Biologists will monitor construction mitigation measures, such as the installation of BMPs, described in these permits to verify that they are carried out during the implementation of the project. If other mitigation measures such as on- or offsite habitat restoration is required, biologists will coordinate with the City and its restoration Contractor to determine actions necessary to meet these permit conditions and monitor their execution.

Prior to ground disturbance activities, the project site will be surveyed by a qualified Consultant biologist for the presence of special-status plant species. If sensitive plants are identified on the site, the biologist will notify the City and coordinate with the applicable resource agency to determine preservation and/or mitigation actions, such as the relocation of individual plants, collection of seeds and/or topsoil, or re-vegetation of affected areas following construction.

No more than 30 days prior to construction, Consultant's biologist(s) will survey the construction areas and immediate vicinity for the presence of burrows that may be inhabited by burrowing owls. If suitable burrows are observed, they will be further evaluated using the standard protocol designed by the Burrowing Owl Consortium to determine whether owls are currently occupying the site and, if so, whether they are nesting. If nesting is taking place, the area will be fenced off and work will be postponed until the nest is no longer in use. If the burrows are occupied, but no nesting is taking place, the owls will be evacuated and the burrows closed via procedures approved by the CDFG.

If construction is scheduled to occur during the bird breeding season (March through August), no more than 30 days prior to construction, Consultant biologist(s) will survey the construction areas and a 500-foot radius for the presence of nesting passerines and raptors. If nesting birds are identified within a 300-foot buffer (500 feet for raptors) of the area of disturbance, the corresponding buffer area surrounding the nest will be fenced off and construction in that area will be postponed until the nest is no longer in use.

Worker Environmental Awareness Program (WEAP) – Prior to the initiation of ground-disturbing activities, a qualified biologist will provide one 'tailgate' training session to personnel involved in construction. Training will highlight the following issues:

- Presence of and/or the potential for the presence of sensitive biological resources at the project site and adjacent areas.
- Summary of special-status species ecology with representative photographs.
- Measures to avoid impacts to special-status resources, including sensitive habitat.
- Measures to minimize the disturbance footprint.
- Proper protocols to follow if special-status species are encountered, including distribution of contact information for qualified biologist (if none are present onsite at the time).

- Reporting procedures.
- Strict adherence to vehicle speed limits and other safe driving practices.
- Good housekeeping practices.

Consultant's biologists will coordinate with construction personnel to determine when and where Best Management Practices (BMPs) will be implemented to prevent excessive erosion and ensure that byproducts from construction, such as loose soil, debris, etc., remain on the project site and do not impact adjacent areas. Biologists will monitor that BMPs are properly installed, effectively functioning, and maintained through the duration of the construction. BMPs may include the following:

- Silt fencing;
- Sand bags;
- Hay bales;
- Hay wattles;
- Slope protection fabric; and/or
- Hydroseeding with a mix of native species following construction.

Biologists will supply monitoring updates on a schedule agreed upon with the City to provide updates regarding the progression of the project as it pertains to biological resources, including the discovery of any special-status species and the implementation of mitigating actions taken to preserve the biological resources of the area.

It should be noted that it may be possible to conduct many of these tasks concurrently with one another, such as conducting tailgate worker education sessions at the beginning of a monitoring day. It is also important to consider that if sensitive species or their sign are observed during the initial site assessment or monitoring, additional surveying beyond what is assumed here may be required.

#### **Task 5033 – As-Needed Noise and Vibration Monitoring**

When the City identifies the need for noise and/or vibration monitoring, a qualified Consultant noise and vibration specialist will conduct on-site monitoring at the project site. Noise and vibration measurements will be conducted in accordance of ANSI Standards. Duration (15-minute short term or 24-hour long term measurements), location (sensitive receptors or areas of concern) and number of monitoring sites (may require up to four sites) will be determined per site visit and be specific to the potential noise or vibration issue due to the project.

A technical memorandum (TM) will be drafted to outline the results of the noise and vibration monitoring. The results will be evaluated under applicable standards (e.g., daily, hourly, instantaneous, daytime, nighttime) and mitigation recommendations will be outlined within the TM. The TM will be compiled and delivered in a timely manner specific to the type of exceedance and the urgency for mitigation recommendations.

It is assumed each monitoring assignment will require approximately 20 hours of effort from a noise and vibration specialist, and that one (1) assignment will be required during this project.

### **Task 5040 – Labor Compliance**

Consultant's State-certified subconsultant, Golden State LLC, will provide a Labor Compliance Program to monitor the Contractor's labor compliance, which includes the following:

- **Pre-Job Conference.** Conduct a pre-job conference with the Contractor and subcontractors listed in the bid before commencement of the work. Labor compliance requirements will be discussed and copies of the suggested reporting forms furnished. Records of the conferences will be kept on file.
- **Monthly Audit of Contractor Certified Payroll.** Review certified payrolls submitted by the Contractor and his subcontractors to verify compliance with the requirements of prevailing wage. Monitor that Apprenticeship requirements are being met.
- **Monthly On-Site Interview.** Conduct random on-site Contractor employee interviews on a monthly basis as required by the Labor Compliance Program.
- **Violation Enforcement and Recommendations.** Communicate potential violations to City and provide recommended action.
- **Annual Reporting to the Department of Industrial Relations (DIR).** Compile and submit a summary report to the DIR. The report will be submitted annually during construction and at the conclusion of the project.

### **Task 5050 – Funding Assistance**

Consultant will assist the City in complying with the requirements of their Title 16 grant from the United States Bureau of Reclamation (USBR). City staff will track expenditures in categories aligned with the grant reporting, and will make this information available to Consultant no later than the third day of each month. City staff will be available for consultation in preparation and review of the draft invoices. Based on this information, Consultant will prepare quarterly reports and invoices in electronic format for review by City staff. Once approved, the City will forward relevant reports and information to the USBR for reimbursement. Consultant will prepare two (2) hard copies each of annual report and final report (1 City; 1 USBR).

### **Task 5051 – Project Initiation and Finalize USBR Grant Agreement**

- Participate in project kick-off meetings and initial reviews as appropriate.
- Review draft USBR grant agreement and requirements in detail, and make recommendations. Prepare grant agreement.
- Liaison with USBR and City to finalize agreement. Facilitate any needed items such as resolutions, signatures or documentation.
- Meet with City staff, construction management team and Labor Compliance subcontractor to establish procedures for grant reporting.
- Meet with City staff (multiple departments) and construction management team to establish grant record keeping and audit procedures.
- Resolve any obstacles to smooth grant administration.
- Keep team and City staff informed of status of agreement. Respond to RFIs.

### **Task 5052 – USBR Title 16 Grant Management**

- Work with City staff from multiple departments to ensure that reporting, invoicing and reimbursement for the grant goes smoothly.
- Complete quarterly progress reports and grant invoices and coordinate appropriate reviews. The reports will meet the standards of the USBR in sufficient detail to provide a basis for payment of invoices.
- Submit draft reports to the Project Manager at least ten (10) working days in advance of the USBR due date. Assist in resolving any issues related to reporting or invoicing.
- Complete all other required reports, including reports specific to the American Recovery and Reinvestment Act.
- Monitor to ensure compliance with all terms of the agreement. Assist with developing procedures and documenting compliance.
- Maintain good communications between all parties involved including the City, USBR and construction management team in order to gather accurate information for grant reporting. Respond promptly to requests for information. Check in monthly with the USBR grant manager.
- Attend any required USBR grant administration workshops or trainings.
- Assist with coordinating USBR site visits.
- Facilitate any needed amendments or changes to the grant agreement.
- Prepare final project report and coordinate appropriate reviews.
- Assist with grant close-out audit, and ensure that the grant project file is intact.

### **Task 5053 – Grant Contract Management**

- Grant contract administration and meeting coordination.

### **Task 5060 – Surveying**

The City will provide all surveying services related to establishing project datum, benchmarks and setting controls. Consultant will provide surveying services related to construction staking, earthwork quantities, and site monitoring as indicated below:

- Consultant will provide surveying services during construction as described herein. It is assumed that traffic control will be required to set stakes within rights-of-way and will be provided by the Contractor.
- Construction layout stakes will be provided on the RWBS alignment and the AWPf site as follows:

#### **RWBS and Secondary Treatment Pipeline:**

- Stakes will be provided at approximately 25-foot stations through horizontal and vertical curves and at 25-foot stations along the tangents and straight grades along the route, unless specified below.
- Approximately two (2) stakes will be provided for each appurtenant structure such as new manholes. Cut sheets will be provided for distribution to the Contractor.

### **AWPF Site:**

- Survey Control will be established including one benchmark for elevation and two baselines for alignment will be set.
- It is assumed that all construction staking will be provided by the Contractor.

### ***Additional Survey Services:***

The following items are not included in this scope and budget but can be provided for an additional fee:

- Restaking destroyed construction stakes
- Setting survey markers
- Pavement or shoulder restoration stakes
- Preparing Record of Survey Map or Corner Record document
- As-built surveys
- Setting survey marks for Contractor's traffic control establishment

### **6000 – Start-up and Commissioning**

#### **Task 6010 – Start-up and Commissioning Coordination**

Consultant will serve as the start-up and commissioning liaison coordinating the services of the design consultant and Contractor (and the Contractor's subconsultants and suppliers) to develop and implement a start-up and commissioning plan.

Consultant will provide coordination of the start-up and training services (provided by the design engineer) to assist the City with the proper operation and control of various components of RWBS Pipeline and AWPF.

It is assumed the contract documents will require the Contractor to provide start-up services, such as demonstrations of proper system operation, adjustments to the equipment as needed to meet requirements in the contract documents, warranty support and service, vendor training, O&M Manual(s), and required guarantees per the plans and specifications. These requirements will be evaluated during constructability and "fatal flaw" review of the contract documents for each project component. It is further assumed that the Design Engineer will provide technical assistance and overall system review.

It is assumed the contract documents will also require the Contractor to submit an acceptance test plan and protocol that defines the following:

- Specific measurements that will be made, including identification of permanent and temporary measurement devices.
- Calibration procedures for measuring devices.
- Redundancy of any measuring device to demonstrate accuracy.
- Organization of the testing team, including responsibilities.
- Testing schedule.
- Operations and maintenance schedule during the testing period (if not in the Operations Plan discussed below).
- Specific detailed sampling protocols to be used in conducting the acceptance test.

It is also assumed the Design Engineer will provide an Operations Plan for the AWPf, and that the plan will identify the schedule and steps for start-up and commissioning of each system component.

Consultant will perform the following tasks:

- Coordinate Contractors' start-up and commissioning activities and compare to contract document requirements, Operations Plan and Acceptance Plan. Advise City of nonconformance issues. Consultant will coordinate with City staff, Contractor(s), design team(s), systems integrator, and Construction Management team start-up specialists.
- Review Operations Plan and Acceptance Plan and advise the City as to status of the scheduled tasks.
- Coordinate up to six (6) Contractor/Client meetings to review start-up status.
- Coordinate 20 vendor training sessions for attendance by appropriate City staff, design team, and Contractors. Provide input during training sessions regarding design and operation of equipment based on start-up team's experience.

#### **7000 – Post Construction Services**

##### **Task 7010 – Final Project Review**

For each of the four (4) construction projects, conduct final project review with the City and Design Engineers and submit a recommendation for project acceptance.

##### **Task 7020 – Final Report**

For each of the four (4) construction projects, prepare final report, with testing records, and submit to City.

##### **Task 7030 – Final Submittal Package**

For each of the four (4) construction projects, compile a final submittal package (field records) and submit to City.

### **Assumptions and Exclusions**

All construction phase engineering work to be performed by Consultant cannot be defined in detail at this time. Additional engineering work related to the project, and not included in the Scope of Work, may be required. Such work is classified as Special Engineering Services. These additional tasks could include the following:

- Engineering services during the permitting process for compiling supplemental permit applications, completing redesigns, and attending meetings with permitting agencies to clarify and resolve issues.
- Engineering services for compiling and researching right-of-way documents; compilation of permanent and construction easements (inclusive of legal descriptions); and compiling Record of Surveys.
- Assistance to the City in mediation, arbitration or litigation arising from the construction of the project.
- Preparation for and attendance at meetings associated with the project, but not specifically defined as Planned Engineering Services.
- Water quality monitoring for NPDES compliance.
- Consultant services for contaminated soil/water or hazardous materials.
- Traffic monitoring or traffic control plans. (Traffic control / management will be the responsibility of the construction Contractor.)

Special Engineering Services are to be authorized by the City and agreed upon by Consultant on an individual task order basis. Prior to commencement of work for each task, Consultant shall compile and submit a scope of work and estimated not-to-exceed cost.

### **City Furnished Items**

- Technical support by the project design consultants, including reviews for change orders, RFIs, and shop drawings (submittals); as well as preparation of additional environmental documentation, O&M Manual, Operations Manual, Risk Management Plans and LEED Certification and Commissioning documents.
- Field office.
- SCADA/I&C services including programming.
- Start-up services.
- Training for City Operations staff.
- Traffic control or traffic management services.
- Any services related to encroachment or right-of-ways.
- Permitting services related to groundwater, stormwater, or discharge of excess/wastewater.

## **Supplemental Conditions**

### *Construction Safety*

The City agrees that in accordance with generally accepted construction practices, the construction Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the Project, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours.

### *Contractor Indemnification / Additional Insured*

The City will require that any Contractor performing work in connection with the project for which Consultant is providing professional services, hold harmless, indemnify and defend the City, Consultant, their consultants, and each of their directors, officers, agents and employees from any and all liability, claims, losses, damage and costs, including attorneys' fees, arising out of or alleged to arise from the Contractor's performance of the work described in the construction contract documents, but not including liability that may be due to the sole negligence of the City, Consultant, their consultants, or their directors, officers, agents and employees.

The City will require the Contractor to provide workers' compensation and commercial general liability insurance, including completed operations and contractual liability, with the latter coverage sufficient to insure the Contractor's indemnity, as above required; and such insurance shall include the City, Consultant, their consultants, and each of their directors, officers, agents and employees as additional insureds.

### *Hazardous Materials*

In providing its services hereunder, neither Consultant nor its subconsultants shall be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the project. In the event that the presence of asbestos or hazardous material at the jobsite becomes known, the construction Contractor shall be responsible for complying with all applicable federal and state rules and regulations.

### *Cost Estimate*

Consultant has no control over the cost of labor, materials, equipment or services furnished by others or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices or omissions on the site. Any cost estimates provided by the Consultant will be made on the basis of his experience and judgment. Estimates of probable construction costs may vary from actual construction costs.

### *Re-Use of Documents*

Documents, drawings, specifications, and electronic information/data, including computer aided drafting and design ("CADD"), prepared by Consultant pursuant to this agreement are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Consultant will be at the City's sole risk and without liability to Consultant.

### *Indemnity*

It is understood that Consultant's indemnity obligation in Contract Clause #21 applies only to Consultant's negligent acts, error and omissions and does not include all acts.

### *Right to Rely*

Consistent with the professional standard of care and unless specifically provided herein, Consultant shall be entitled to rely upon the accuracy of data and information provided by the City or others without independent review or evaluation.

### *Delay*

Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly.

### *Design Engineer and Geotechnical Services*

It is understood that the design phase engineers and geotechnical professionals will provide technical support as required during the construction phase of the AWP and RWBS. Consultant will not be the design engineer of record or the geotechnical engineer of record.

### **Estimated Level of Effort and Fees**

The attached Task Cost report (Exhibit B) summarizes the above scope of work tasks, as well as the estimated level of effort and fee for each task.

Consultant will submit monthly invoices to the City. The invoices will be accompanied by a deliverable package highlighting the services provided during the invoicing period, including:

- Budget status.
- Activities performed during the period.
- Work planned for the next period.
- Items not included in the scope of work.
- Concerns and possible delays.
- Compensation for services will be on a time and materials basis consistent with Exhibit C.

Consultant reserves the right to add or delete subconsultants or subconsultant tasks with approval from the City to complete the scope of work identified.

**Exhibit B - Task Cost Report  
(Estimated Level of Effort and Fees)**

**Advanced Water Purification Facility and Recycled Water Backbone System Projects**

City of Oxnard

Task Description	Personnel Hours						Total Hours	Budget			Total	
	Vice President \$299	Technical Support (Average \$203)	Associate \$124	Resident Engineer Bob Stein \$152	Sr Res Project Rep Beach/Folk \$145	Clerical/Gen Office (\$70)		Labor	Non-Labor Fee (estimated @ 3% of labor)	Subcontractant		Total Non-Labor
<b>Part 1 - Program and Pre-Construction Services</b>												
<b>1000 - Overall Program Services</b>												
1010 - Existing Documents Review	5		80	45		40	170	\$ 21,055	\$ 632		\$ 632	\$ 21,687
1020 - Project Team Scope of Work	10			30		20	80	\$ 11,990	\$ 360		\$ 360	\$ 12,350
1030 - Construction Administration Procedures Manual			32	24		16	72	\$ 8,736	\$ 262		\$ 28,015	\$ 36,751
1040 - Program Coordination	100		200	100		200	400	\$ 59,100	\$ 1,773		\$ 1,773	\$ 60,873
1050 - Budget			200	146			396	\$ 61,942	\$ 1,858		\$ 1,858	\$ 63,800
1060 - Schedule			200	146			396	\$ 61,942	\$ 1,858		\$ 1,858	\$ 63,800
1070 - RWQCB Meetings and Coordination	50		200	146			396	\$ 61,942	\$ 1,858		\$ 1,858	\$ 63,800
1080 - DPH Title 22 Permit Application Process	20		40	20		80	160	\$ 19,580	\$ 587		\$ 587	\$ 20,167
1090 - Off-Site Utility Coordination	20		120	20			160	\$ 23,900	\$ 717		\$ 717	\$ 24,617
1100 - Constructability Review			80				80	\$ 9,920	\$ 298		\$ 298	\$ 10,218
1110 - AWWP												
1120 - RWBS	20		160	44		20	284	\$ 51,508	\$ 1,545		\$ 1,545	\$ 53,053
1200 - Pre-Negotiated Equipment Packages	27		147	27		13	272	\$ 50,923	\$ 1,528		\$ 1,528	\$ 52,451
1300 - Centralized Document and Change Management System	10		20	50			80	\$ 13,070	\$ 392		\$ 392	\$ 13,462
1300.1 - Discovery	40			40			80	\$ 18,040	\$ 541		\$ 541	\$ 18,581
1300.2 - Design	10		150	44		50	254	\$ 43,916	\$ 1,317		\$ 1,317	\$ 45,233
1300.3 - Implementation	10		240	48		40	348	\$ 61,982	\$ 1,859		\$ 1,859	\$ 63,841
1300.4 - Training	16		16	16		80	112	\$ 10,832	\$ 325		\$ 325	\$ 11,157
1300.5 - Deployment	8		24	24		40	88	\$ 10,648	\$ 319		\$ 319	\$ 10,967
1300.6 - IT Turnover			80	28		80	160	\$ 15,520	\$ 466		\$ 466	\$ 15,986
<b>Subtotal</b>	<b>372</b>	<b>745</b>	<b>1,107</b>	<b>762</b>	<b>--</b>	<b>719</b>	<b>3,706</b>	<b>\$ 565,972</b>	<b>\$ 16,979</b>	<b>\$ 55,506</b>	<b>\$ 72,485</b>	<b>\$ 638,457</b>
<b>2000 - Bid Phase Services</b>												
2010 - Review Bid Packages	10		80	50		24	164	\$ 22,190	\$ 666		\$ 666	\$ 22,856
2020 - Verify Permits and Easements have been obtained			20	20		40	40	\$ 5,520	\$ 166		\$ 166	\$ 5,686
2030 - Pre-Qualification and Selection Process	10		32	26		32	100	\$ 13,150	\$ 395		\$ 395	\$ 13,545
2040 - Facilitate City's solicitation of bids			40	24		24	88	\$ 10,288	\$ 309		\$ 309	\$ 10,597
2050 - Attend pre-bid conferences	6		32	38		20	96	\$ 12,938	\$ 388		\$ 388	\$ 13,326
2060 - Receive bidder's questions and coordinate responses with the City			64	40		24	128	\$ 15,696	\$ 471		\$ 471	\$ 16,167
2070 - Review and Analyze the Bids	4		40	44		88	88	\$ 12,844	\$ 385		\$ 385	\$ 13,229
2080 - Coordinate the preparation of the confirmed documents	4		48	28		80	160	\$ 17,004	\$ 510		\$ 510	\$ 17,514
<b>Subtotal</b>	<b>34</b>	<b>--</b>	<b>356</b>	<b>270</b>	<b>--</b>	<b>204</b>	<b>864</b>	<b>\$ 109,630</b>	<b>\$ 3,289</b>	<b>--</b>	<b>\$ 3,289</b>	<b>\$ 112,919</b>
<b>Subtotal Part 1 - Program and Pre-Construction Services</b>	<b>406</b>	<b>745</b>	<b>1,463</b>	<b>1,032</b>	<b>--</b>	<b>923</b>	<b>4,570</b>	<b>\$ 675,602</b>	<b>\$ 20,268</b>	<b>\$ 55,506</b>	<b>\$ 75,774</b>	<b>\$ 751,376</b>

**Exhibit B - Task Cost Report  
(Estimated Level of Effort and Fees)**

**Advanced Water Purification Facility and Recycled Water Backbone System Projects**

City of Oxnard

Task Description	Personnel Hours							Budget				
	Vice President \$299 Brian Jordan	Technical Support (Average \$203)	Associate \$124 Rosita Harris	Resident Engineer \$152 Bob Stein	Sr Res Project Rep \$145 Hack/Rolk	Clerical/Gen Office (\$70)	Total Hours	Labor	Non-Labor Fee (estimated @ 3% of labor)	Subcontract	Total Non-Labor	Total
<b>Part 2 - Construction and Post-Construction Services</b>												
<b>3000 - Construction Services - AWP</b>												
3010 - Conduct pre-construction meeting			8	12		16	36	\$ 3,936	\$ 118		\$ 118	\$ 4,054
3020 - Conduct weekly progress meetings			300	250		294	844	\$ 95,780	\$ 2,873		\$ 2,873	\$ 98,653
3025 - Support of Centralized Document and Change System			2,500			300	2,800	\$ 331,000	\$ 9,930		\$ 9,930	\$ 340,930
3030 - Review and respond to RFIs			400	540		300	1,240	\$ 152,680	\$ 4,580		\$ 4,580	\$ 157,260
3040 - Review contractor's schedule			200	500		300	1,000	\$ 121,800	\$ 3,654		\$ 3,654	\$ 125,454
3050 - Review contractor's safety program			50	500		550	1,050	\$ 82,200	\$ 2,466		\$ 2,466	\$ 84,666
3060 - Maintain a set of contract files			400	300		2,000	2,700	\$ 235,200	\$ 7,056	\$ 11,478	\$ 18,534	\$ 253,734
3070 - Review monthly progress payment requests			300	300		250	850	\$ 100,300	\$ 3,009		\$ 3,009	\$ 103,309
3080 - Investigate proposed change orders and RFIs			300	280		400	980	\$ 107,760	\$ 3,233		\$ 3,233	\$ 110,993
3090 - Receive up to 500 sets of submittals and O&M manuals			652	750		400	1,802	\$ 222,848	\$ 6,685		\$ 6,685	\$ 229,533
3100 - Liaison between City and permitting agencies			150	340		40	530	\$ 73,080	\$ 2,192		\$ 2,192	\$ 75,272
3110 - Implement Observation Guidelines			300	900		20	1,200	\$ 855,500	\$ 25,665		\$ 25,665	\$ 881,165
3120 - Punch Lists			100	48		20	168	\$ 21,996	\$ 633	\$ 44,000	\$ 44,633	\$ 65,729
3130 - Record Drawings			200	80			280	\$ 36,960	\$ 1,109		\$ 1,109	\$ 38,069
3140 - Technical Support							725	\$ 147,175	\$ 4,415		\$ 4,415	\$ 151,590
<b>Subtotal</b>			5,860	4,800	4,700	4,320	26,485	\$ 2,567,315	\$ 77,619	\$ 55,478	\$ 133,097	\$ 2,720,412
<b>4000 - Construction Services - RW</b>												
4010 - Pre-construction conference			24	30		48	102	\$ 10,896	\$ 327		\$ 327	\$ 11,223
4020 - Weekly Progress Meetings			200	440		400	1,040	\$ 119,680	\$ 3,590		\$ 3,590	\$ 123,270
4030 - Respond to RFIs (up to 200)			100	240		600	340	\$ 48,880	\$ 1,466		\$ 1,466	\$ 50,346
4040 - Review Contractor's Schedule			50	200		600	850	\$ 78,600	\$ 2,358		\$ 2,358	\$ 80,958
4050 - Review Contractor's Safety Program			40	150		100	190	\$ 27,760	\$ 833		\$ 833	\$ 28,593
4060 - Maintain a set of contract files			100	300		200	500	\$ 65,000	\$ 1,950	\$ 2,774	\$ 4,724	\$ 69,724
4070 - Review Contractor's Monthly Progress Payment Requests			50	200		200	450	\$ 50,600	\$ 1,518		\$ 1,518	\$ 52,118
4080 - Investigate Change Orders and RFIs			100	240		340	340	\$ 48,880	\$ 1,466		\$ 1,466	\$ 50,346
4090 - Receive up to 500 sets of submittals and O&M manuals			100	300		400	400	\$ 58,000	\$ 1,740		\$ 1,740	\$ 59,740
4100 - Liaison between City and Permitting Agencies			50	120		170	170	\$ 24,440	\$ 733		\$ 733	\$ 25,173
4110 - Implement observation guidelines			500	500		3,440	4,440	\$ 636,800	\$ 19,104		\$ 19,104	\$ 655,904
4120 - Punch lists			50	50			100	\$ 13,800	\$ 414		\$ 414	\$ 14,214
4130 - Record drawings			40	100			140	\$ 20,160	\$ 605		\$ 605	\$ 20,765
4140 - Technical Support							160	\$ 32,480	\$ 974		\$ 974	\$ 33,454
<b>Subtotal</b>			1,404	2,870	3,440	1,348	9,222	\$ 1,235,976	\$ 37,079	\$ 2,774	\$ 39,854	\$ 1,275,830

**Exhibit B - Task Cost Report  
(Estimated Level of Effort and Fees)**

**Advanced Water Purification Facility and Recycled Water Backbone System Projects**

City of Oxnard

Task Description	Personnel Hours							Budget				Total
	Vice President \$299	Technical Support (Average \$203)	Associate \$124	Resident Engineer Bob Stein \$152	Sr Res Project Rep Haack/Folk \$145	Clerical/Gen Office (\$70)	Total Hours	Labor	Non-Labor Fee (estimated @ 3% of labor)	Subcontractant	Total Non-Labor	
<b>5000 - Specialty Services</b>												
5010 - Permitting	4		40	16	20		80	\$ 11,488	\$ 345	\$ 10,000	\$ 10,345	\$ 21,833
5030 - Materials testing services and Special Inspections			40		100		140	\$ 19,460	\$ 584	\$ 970,991	\$ 971,575	\$ 991,035
5040 - Environmental cultural monitoring	4	180	20	20			204	\$ 40,216	\$ 1,206	\$ -	\$ 41,422	\$ 41,422
5050 - Labor Compliance	4		100	80			184	\$ 25,196	\$ 756	\$ 243,626	\$ 244,382	\$ 269,578
5051 - Funding Assistance	20		100			200	320	\$ 32,380	\$ 971	\$ -	\$ 33,351	\$ 33,351
5052 - Project Inhibition and Finalize USBR Grant Agreement								\$ -	\$ -	\$ 27,753	\$ 27,753	\$ 27,753
5053 - USBR Title 16 Grant Management								\$ -	\$ -	\$ 200,583	\$ 200,583	\$ 200,583
5060 - Grant Contract Management	4		100		100		204	\$ 28,096	\$ 843	\$ 65,000	\$ 65,843	\$ 93,939
<b>Subtotal</b>	36	180	400	16	300	200	1,132	\$ 156,836	\$ 4,705	\$ 1,523,804	\$ 1,528,599	\$ 1,685,435
<b>6000 - Startup and Commissioning</b>												
6010 - Startup Coordination	40	440	20	40			620	\$ 115,440	\$ 3,463	\$ -	\$ 118,903	\$ 118,903
6020 - Optional Training								\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal</b>	40	440	20	40		80	620	\$ 115,440	\$ 3,463	\$ -	\$ 118,903	\$ 118,903
<b>7000 - Post Construction Services</b>												
7010 - Final Project Review	40		100	340	80		560	\$ 87,640	\$ 2,629	\$ -	\$ 90,269	\$ 90,269
7020 - Final Report	10		120	210		80	420	\$ 55,300	\$ 1,662	\$ -	\$ 56,962	\$ 56,962
7030 - Final Submittal package (field records)			400			200	600	\$ 63,600	\$ 1,908	\$ -	\$ 65,508	\$ 65,508
<b>Subtotal</b>	50		620	550	80	280	1,580	\$ 206,630	\$ 6,199	\$ -	\$ 212,829	\$ 212,829
<b>Subtotal Part 2 - Construction and Post-Construction Services</b>												
Total - Construction Phase Services	126	1,505	8,304	8,276	8,520	6,228	32,959	\$ 4,302,197	\$ 129,066	\$ 1,582,146	\$ 1,711,212	\$ 6,013,409
Less Interim Authorization	532	2,250	9,767	9,408	8,520	7,151	37,529	\$ 4,977,799	\$ 149,334	\$ 1,637,652	\$ 1,786,986	\$ 6,764,785
<b>TOTAL CONTRACT AMOUNT</b>												\$ (249,100)
												\$ 6,515,685

**EXHIBIT C**

**STANDARD HOURLY RATE SCHEDULE**

**EFFECTIVE NOVEMBER 1, 2009**

<b>SENIOR PROJECT PERSONNEL</b>			
<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>PROJECT ROLE</b>	<b>PER HOUR</b>
Arthurs	Dave	Pipeline technical advisor	\$ 205.00
Creager	Jim	Construction manager	\$ 205.00
Demicco	Frank	Const. Review / tech advisor- construction	\$ 197.00
Doolittle	Christopher	Archeology monitor	\$ 156.00
Ellison	Dan	Project mgmt support	\$ 220.00
Elkin	George	Arch. Cost estimating	\$ 213.00
Folk	Evan	Inspector pipeline and AWPf	\$ 149.00
Gonzalez	Oscar	Asst. Resident Engineer AWPf	\$ 189.00
Haack	Doug	Lead inspector AWPf	\$ 142.00
Harris	Rosaida	Document control	\$ 124.00
Hartney	Mary Jane	Change mgmt, const review / tech advisor	\$ 245.00
Hobbbs	Robert	Salt march inspector	\$ 149.00
Janson	Maris	Const. Review, I&C Tech Advisor	\$ 204.00
Jordan	Brian	Principal in charge	\$ 299.00
Martin	Chris	Const. Review / tech advisor - treatment	\$ 210.00
Millet	Marcus	Const. Review / tech advisor - architect	\$ 144.00
Mofidi	Alex	Const. Review / tech advisor - UV disinfect	\$ 175.00
Nelson	Ken	QC, Constructability Review	\$ 219.00
Quinn	Ed	QC, document controls	\$ 180.00
Randall	Allen	Const. Review, Electrical Tech Advisor	\$ 240.00
Schottlander	Dan	Cost estimating	\$ 173.00
Stein	Bob	CM, Resident Engineer AWPf	\$ 153.00
Sullivan	Joseph	QC - program management	\$ 255.00
Venkat	Manjunath	Biology monitor, CEQA compliance	\$ 149.00
Zimmermann	Tiit	Const. Review - traffic	\$ 138.00
<b>OTHER PROJECT PERSONNEL</b>			<b>PER HOUR</b>
Direct Project Labor			3.03 x Direct Pay Rate
<b>OTHER PROJECT EXPENSES</b>			
Direct Project Expenses, including travel			At cost
Subconsultant Services / Subcontracted Services / Outside Services			Actual Cost + 10%

The scope of work and fee estimate do not assume overtime hours. If overtime is authorized by the client, an overtime premium multiplier of 1.5 will be applied to the billing rate of hourly personnel who work overtime in order to meet a deadline which cannot be met during normal hours.

Rates will be modified for senior project personnel upon promotion, annual pay rate adjustment, or change of classification, and are based on 3.03 x direct pay rate (excluding fringe benefits and other payroll overhead).

**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. A-7230  
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.

10/09

## 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 LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER  
City of Oxnard  
Attn: Risk Manager  
Reference No. A-7230  
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



