



Meeting Date: 03 / 06 / 12

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Ralph Alamillo *RA* Agenda Item No. I-5
 Reviewed By: City Manager *YRB* City Attorney *SMF* Finance *Jul* Other (Specify) _____

DATE: February 21, 2012

TO: City Council

FROM: Michael Henderson, General Services Superintendent
City Manager Department *MH*

SUBJECT: First Amendment to Agreement No. A-7425 for On-Call Engineering Services with Penfield & Smith Engineering

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-7425 for On-Call Engineering Services provided by Penfield & Smith Engineering to increase the not-to-exceed amount from \$250,000 to \$500,000, and extend the expiration date to August 31, 2013.

DISCUSSION

It was determined that many small projects within the City required the services of a licensed engineering firm to allow a set of plans be approved through the City's plan check process. In 2011, the City General Services Division issued an RFP to select an on-call engineering service for the City. The City received and reviewed six firms and Penfield & Smith Engineering was selected. A multi-year agreement with options to renew and a not to exceed \$250,000 amount was issued to them in July, 2011. This first amendment is a request to revise the not-to-exceed amount from \$250,000 to \$500,000 and to extend the expiration date to August 31, 2013.

FINANCIAL IMPACT

This is a city-wide use agreement and funds are allocated by various departments for the services on a project by project basis.

MH/pcf

- Attachment #1 - First Amendment
- #2 - Original Agreement

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 31st day of January, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Penfield & Smith Engineers ("Consultant"). This First Amendment amends the Agreement entered into on July 12, 2011, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the term 'will expire on August 31, 2012' is deleted and replaced with 'will expire on August 31, 2013'.
2. In Section 14 of the Agreement, the amount not exceed '\$250,000' is deleted and replaced with '\$500,000.00'.
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

PENFIELD & SMITH ENGINEERS

Dr. Thomas E. Holden, Mayor



Hady Izadpanah, P.E., President & CEO

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:



Alan Holmberg, City Attorney



James Cameron, Risk Manager

DEPARTMENT APPROVAL AS TO CONTENT AND AMOUNT:



Michael Henderson, Superintendent
CM General Services

Karen Burnham, Interim City Manager

ATTACHMENT NO. 1

PAGE 1 OF 1

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of July, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and Penfield & Smith Engineers ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as either Civil, Structural Engineering and Land Surveying Services; and

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

All services are to be coordinated with Project Manager, subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to a schedule provided by the Consultant and approved by the City for each of the assignments. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Sal Contreras, Senior Engineer as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on July 18, 2011, and expire on August 31, 2012. There may be multi-year options to renew this agreement.

13. Termination

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

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

14. Compensation

a. City agrees to pay Consultant for the first annual term in an amount not to exceed \$250,000.00 for services provided under this Agreement at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the

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

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

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

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

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Indemnity

Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly out of, pertain to, or relate to the negligence, recklessness, or willful misconduct from any acts or omissions of Consultant related to this Agreement as performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, or passive negligence.

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

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

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

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

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Penfield & Smith Engineers, 1327 Del Norte Road, Ste. 200, Camarillo, CA 93010, Attention: Sal Contreras.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, General Services PPM, 1060 Pacific Ave., Bldg. 2, Oxnard, California 93030, Attention: Patricia Friend.

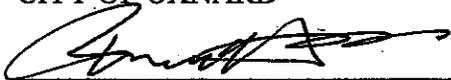
41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

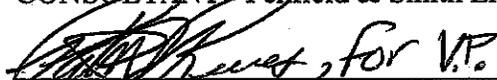
City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD



Dr. Thomas E. Holden, Mayor

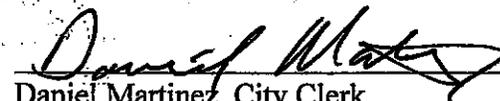
CONSULTANT: Penfield & Smith Eng.



Hady Zadpanah, P.E., President & CEO

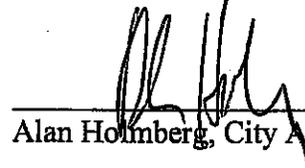
PATRICIA J. REEVES PE, VP

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

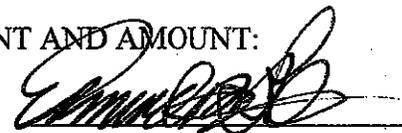


James Cameron, Risk Manager

DEPARTMENT APPROVAL AS TO CONTENT AND AMOUNT:



Michael Henderson, Superintendent
CM General Services



Edmund F. Sotelo, City Manager

Exhibit A

SCOPE OF TYPICAL PROJECT WORK -TASK

The City will assign Task Numbers and shall meet and work with Penfield & Smith to identify a concise description of the individual scope of work to be performed and how Penfield & Smith will complete the Task/Work Scope. It is up to Penfield & Smith to determine the best and most cost-effective method to complete the work so that the project/task can be constructed to the satisfaction of the City. The City and Penfield & Smith will negotiate a lump sum amount based on the agreed upon hourly rates of services for the entire duration of the individual project/task, which will include but not limited to the following services:

- a. Prepare and distribute meeting minutes during design.
- b. Obtain approval of all required permits, City, County, State and Federal.
- c. Design services for all complete design, including during construction, and post construction design services. Assist the City in obtaining all required permits.
- d. Provide quality control.
- e. Perform cost estimates for each milestone.
- f. Perform a constructability analysis.
- g. Construction Services - Review RFI (request for information), submittal, and shop drawings.
- h. Maintain good record keeping.
- i. Provide a schedule of each tasks, and overall design schedule, and construction.
- j. Schedule monthly owner meetings or as necessary during design.
- k. Provide value engineering recommendations to City staff members and architect/engineer.
- l. Keep daily communication or as required with City staff and consultants.
- m. Other duties as may be required by City staff.

ATTACHMENT NO. 2

PAGE 10 OF 15

EXHIBIT INS-A

**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-7425
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ATTACHMENT NO. 2
PAGE 12 OF 15

Engineering		Construction Management (Cont.)	
Engineering Technician	\$75	Construction Inspector	\$90
Associate Technician	\$85	Prevailing Wage	\$110
Senior Technician	\$95	Senior Construction Inspector	\$100
Designer	\$110	Prevailing Wage	\$115
Senior Designer	\$120	Chief Inspector/Owner's Rep	\$110
Junior Engineer	\$90	Prevailing Wage	\$120
Assistant Engineer	\$110		
Associate Engineer	\$124	Jordan Gilbert & Bain	
Senior I Engineer	\$134	Principal	\$120
Senior II Engineer	\$144	Project Manager	\$95
Principal Engineer	\$165	Clerical	\$55
Surveying & Mapping		Fountainhead Architects	
Survey Technician	\$80	Principal Architect	\$145
Junior Surveyor	\$90		
Assistant Surveyor	\$100	Budlong & Associates	
Associate Surveyor	\$125	Principal	\$155
Senior I Surveyor	\$140	PM/Sr. Eng/ Sr. Des	\$130
Senior II Surveyor	\$155	Designer	\$120
Principal Surveyor	\$175	Senior Drafter/CAD	\$95
One-Man Survey Crew	\$170	Drafter / CAD	\$80
Prevailing Wage	\$185	Clerical	\$55
Two-Man Survey Crew	\$200		
Prevailing Wage	\$230	Rincon Consultants	
Planning		Principal I	\$165
Planning Technician	\$70	Supervising Sr. Biologist I	\$140
Senior I Planner	\$130	Senior Biologist I	\$105
Senior II Planner	\$140		
Principal Planner	\$160	Collings & Associates	
Assistant Planner	\$100	Principal Engineer	\$140
Associate Planner	\$115	Senior Engineer	\$125
Junior Planner	\$85	Staff Engineer	\$95
		Designer	\$80
		CAD/Drafting	\$70
		Admin	\$45
Construction Management		Li & Associates	
Construction Technician	\$90	Principal	\$165
Assistant Construction Manager	\$100	Vice President	\$155
Associate Construction Manager	\$124	Project Engineer	\$120
Senior I Construction Manager	\$134	Drafting	\$85
Senior II Construction Manager	\$144	Clerical	\$60
Principal Construction Manager	\$165		

Earth Systems

Staff Engineer/Geologist/Scientist	\$95
Project Engineer/Geologist/Scientist	\$95
Principal/Geologist/Scientist	\$110
Laboratory Rates	\$75
Haz. Mat Disposal	Cost+20%

Group I

Field, Solid & Material Tester	\$75
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Group II

Deputy Inspector	\$75
Deputy Grading Inspector	\$75

Group III

Non-Destructive Testing	\$75
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See Attached for Laboratory Rates

General

Technical/Clerical Support	\$65
Outside Consultant	Cost + 10%
Reimbursable Expenses	Cost + 10%

*Rates are to be evaluated and adjusted yearly based on the Bureau of Labor Statistics
Consumer Price Index*

LABORATORY SERVICES
SOIL

Expansion Index: UBC Std 29-2; ASTM D 4829.....	\$131.00
Swell of Soils: ASTM D 4546 (modified):	
Undisturbed.....	\$115.00
Remolded to Specific Density	\$143.00
Maximum Density/Optimum Moisture Test: ASTM D 1557 or D 698; CTM 216	
Full Curve (4" Mold)	\$190.00
Full Curve (6" Mold)	\$225.00
Rock Correction for above.....	\$35.00
Resistance "R" Value of Soils: ASTM D 2844; CTM 301	
Untreated Soils.....	\$225.00
Soils with Additives	Per Quote
Soil Corrosivity Analysis and Testing	\$211.00
Special Sample Preparation	\$75.00/hour

CONCRETE

Compression Test of Cast Cylinders (all sizes): ASTM C 39	\$17.00
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ASPHALT CONCRETE

Marshall Method: ASTM D 1559 (Set of 3)	\$125.00
Extraction of Oil from A.C. Mixtures: ASTM D 2172 Method And Sieve Analysis of Extracted Aggregate: ASTM D 5444; AASHTO T 30	\$130.00

AGGREGATE BASE

Sieve Analysis: ASTM C 117, C 136; CTM 202.....	\$230.00
Resistance "R" Value of Aggregate: ASTM D 2844; CTM 301	\$225.00
Sand Equivalent: ASTM D 2419; CTM 217	\$95.00

