DATE: December 29, 2014

TO: City Council

FROM: Daniel Rydberg, Interim Utilities Director

SUBJECT: Agreement for Professional Services with Pavement Engineering Inc. (PEI) for Pavement Management System (PMS) Update

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute an agreement for professional services with PEI for a four year term in an amount not to exceed $451,740 for the PMS Update (Agreement Number A-7723).

2. Approve the appropriation of funds in the amount of $451,740 from the Gas Tax Fund Balance.

DISCUSSION

The City maintains approximately 490 miles of streets and 90 miles of alleys. Historically, street inspections have been performed on a three-year rotation with a third of residential streets inspected each year and 100% of arterials receiving annual inspections. Due to funding constraints the City has not updated its Pavement Management System (PMS) since 2010. To effectively plan future street maintenance and improvements an update of the PMS and 30-year master plan are critical.

This project will include a visual pavement inspection of all streets and alleyways and assignment of a Pavement Condition Index (PCI) for each street and alleyway for entry into the City’s StreetSaver software database program. The StreetSaver program predicts future PCI by calculating the long term deterioration of each street. Utilizing the pavement inspection data, a 30-year maintenance and capital improvement plan will be developed for the City’s streets and alleyways. Finally a presentation will be made to City Council of the Streets Master Plan and guidance on pavement principles and practices for Oxnard.

A Request for Proposal (RFP) was issued on January 7, 2014 for professional consulting and engineering services for the PMS Update with five consulting firms submitting proposals by the RFP.
closing date of January 30, 2014. The five proposals were reviewed and evaluated by staff. Pavement Engineering Inc. (PEI) was determined to be the most qualified firm to perform the scope of work.

FINANCIAL IMPACT

The recommended Budget Appropriation allocates $451,740 from the Gas Tax Fund Balance to provide funding for the PMS Update and 30-year master plan. The Gas Tax Fund had a year-end balance of $5.5 million of which $1 million had previously been appropriated to various projects.

JD:jd

Attachment  #1 – Agreement No. A-7723
#2 – Budget Appropriation
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of January 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Pavement Engineering, Inc. ("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 Daniel Rydberg, P.E., Interim Utilities Director ("Manager"), subject to the direction of the City Manager or Department Manager.
6. **Place of Work**

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

7. **Correction of Errors**

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

8. **Time for Performance**

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

9. **Principal in Charge**

Consultant hereby designates Joe Ririe, P.E., Senior Principal Engineer/President 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 tax certificate.

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 January 13, 2015, and expire on January 13, 2019.

13. **Termination**

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

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

a. City agrees to pay Consultant in an amount not to exceed $451,740 for services provided under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

a. City agrees to pay Consultant monthly upon 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

If, in performing the services set forth in this Agreement, Consultant makes, or participates in, a “governmental decision” as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the services set forth in this Agreement.

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
      Pavement Engineering Inc, 3485 Sacramento Drive Suite A, San Luis Obispo, CA 93401.
      Attention: Joe Rine, P.E., Senior Principal Engineer/President.
   b. Any notices to City may be delivered personally or by mail addressed to City of
      Oxnard, Utilities Department, 305 West Third Street, Oxnard, California 93030, Attention:
      Robert Hearne, P.E., Senior Civil Engineer.

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

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Interim Utilities Director

CONSULTANT

Joe Ririe, Senior Principal Engineer/President Pavement Engineering, Inc.

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager
EXHIBIT A
SCOPE OF SERVICES

Currently, the City of Oxnard maintains approximately 490 miles of streets and 90 miles of alleys. Historically, street inspections have been performed on a three-year rotation with a third of residential streets inspected each year and 100% of arterials receiving annual inspections. Because the City has not updated its Pavement Management System (PMS) since 2010, the City wants to reinspect all its streets, update its PMS and develop a 30-year master.

The City has outlined nine essential tasks in its scope of work: project management; preliminary investigation, software evaluation; pavement inspection; PMS update; maintenance and a capital improvement plan (CIP); PMS report; quality management; engineering and design; construction administration and management; and project closeout.

The scope of services will be performed in six phases over four years, as outlined below.

**Phase 1 – 2014 PMS Update: $182,370**

Phase 1 Scope: Update entire pavement management system, yearly streets and evaluate Areas A, B and C, including one-time software migration and StreetSaver® license fee (as required – see Task 1.3).

- Task 1.1 Project Management
- Task 1.2 Preliminary Investigations
- Task 1.3 Software Evaluation
- Task 1.4 Pavement Inspection
- Task 1.5 PMS Update
- Task 1.6 Maintenance and Capital Improvement Plan (CIP)
- Task 1.7 PMS Report
- Task 1.8 Quality Management

**Task 1.1 Project Management**

Consultant will undertake the following as part of Phase 1, Task 1.1:

Consultant will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City’s maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will also review with staff quality control measures that are described in more detail in Task 1.6. Reviewing these issues and items prior to beginning work will help the City and Consultant develop future maintenance plans and budget scenarios that accurately reflect the City’s objectives.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.
Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules, budgets other Economic Value Added (EVA) content to ensure the work performed meets the City’s expectations and performance goals.

Task 1.2 Preliminary Investigations

Consultant will undertake the following after completion of Task 1.2:

Consultant will arrange to retrieve any PMS data, including MicroPAVER™ database information, GIS files and drawings. Consultant will review past data, assess recent information and determine the information that is important to the project. Consultant’s project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 1.3 Software Evaluation

The City of Oxnard is looking to manage its pavements in the most efficient and cost-effective way. There are multiple pavement management systems in use throughout the United States. The most commonly accepted and employed in California are APWP’s MicroPAVER™ software, which is used by approximately 16% of agencies, and MTC’s StreetSaver® software, which is used by about 31% of agencies. In the past, the City has used MicroPAVER™; however, the City staff wants to look at the advantages and benefits of both pavement management systems to help it develop a pavement management plan for the next 30 years.

Consultant will undertake the following as part of Task 1.3:

Consultant will review with the City the elements MicroPAVER™ and StreetSaver® and the advantages and/or disadvantages for each program to help the City choose the best PMS program for its goals. If the City decides to transition from MicroPAVER™ to StreetSaver®, Consultant will manage the transition.

Task 1.4 Pavement Inspection

Consultant will undertake the following as part of Task 1.4:

Consultant’s certified staff will manually inspect all 490 miles of City streets and 90 miles of alleys for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate that drive by or windshield surveys.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by Consultant’s quality assurance standards, which are designed to ensure accuracy and consistency. Consultant’s inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.
As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

Consultant will sample locations on random test sites of ± 2,500 sf. Consultant will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

To ensure safety during the visual evaluation, Consultant will provide traffic control using a flashing beacon and a vehicle-mounted magnetic sign warning of frequent stops.

In addition to PMS inspections, Consultant will perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. For the ADA ramp locations, Consultant will review all the City’s streets and document the location of existing ADA ramps and determine where ADA ramps should be located.

For sidewalk displacements, Consultant will review all the City’s sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. Consultant will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps. Consultant will review each street and document potential illegal cuts and ramps by street address. Consultant’s report will document addresses and condition.

**Task 1.5  PMS Update**

Consultant will undertake the following as part of Task 1.5 following completion of Task 1.4:

Consultant will enter all data into the preferred system, either MicroPAVER™ or StreetSaver® and develop “family curves” for each road or functional classification. Consultant will verify, to the extent possible, the original construction date(s) of a street segment.

In addition, Consultant will work with the City to review the functional classifications of streets in its system to determine if they comply with Caltrans specifications and are therefore eligible for future federal funding. To perform this work, Consultant will compare each road section contained in the PMS and City’s general plan with the California Road System (CRS) maps found on the Caltrans website to verify functional classification accuracy.
As part of the update, Consultant will review the City’s current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 1.6 Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 1.6:

Using historical current pavement inspection data, Consultant will develop a 30-year maintenance and Capital Improvement Plan (CIP) for the City’s pavement assets.

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments on a street by street or neighborhood by neighborhood basis according to a critical-point management approach. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late.

Consultant will focus on three major elements: preventative maintenance, alleys and arterials. Consultant will help City staff determine the best maintenance approach for the next 30 years that will maintain the City’s overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Using the selected PMS software, Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 1.7 PMS Report

Consultant will undertake the following as Task 1.7:

Consultant will prepare and present to City staff a draft report that summarizes Consultant’s findings and contains the following:

- Network condition summary.
- Network summary statistics broken down into functional class: arterial, collector, residential/local and other required classifications.
- Summary of conditions, recommended treatments and estimated unit costs by functional class.
- Budget scenarios for improving or maintaining the PCI during the next 30 years.
- A sortable desktop reference that lists roads by PCI from best to worst or alphabetically by name.

As an option, Consultant can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.
Task 1.8  Quality Management

Consultant will provide the following quality assurances in Task 1.8 as part of the overall scope of work:

Consultant will ensure its quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, Consultant’s QA/QC procedures for PMS work includes the following elements:

- **Trained and certified staff.** Consultant’s field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, Consultant’s data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Field technicians are certified by the Metropolitan Transportation Commission (MTC).

- **Equipment verification.** Prior to beginning any pavement assessment, Consultant inspects, verifies and, if necessary, calibrates its measurement equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

- **Data checks.** Consultant’s PMS crew typically performs a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician specialist compiles the final database according the agency’s locations and mapping system. The project manager works with the data specialist to recheck segment lengths and look for any missing segments or data elements. The data specialist then reviews the entire database for proper formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports for planning and budgeting.

- **Control, verification and random site testing.** Consultant reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant then compares these reference values to the initial PCI generated by either MicroPAVER™ or StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

**Phase 2 – 2015 PMS Annual Update: $90,915**

Phase 2 Scope: Update yearly streets and evaluate Area A.

- Task 2.1  Project Management
- Task 2.2  Preliminary Investigations
- Task 2.3  Pavement Inspection
- Task 2.4  PMS Update
- Task 2.5  Maintenance and Capital Improvement Plan (CIP)
- Task 2.6  PMS Report
- Task 2.7  Quality Management
Task 2.1 Project Management

Consultant will undertake the following as part of Phase 2, Task 2.1:

Consultant will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City’s maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will also review with staff quality control measures that are described in more detail in Task 2.7. Reviewing these issues and items prior to beginning work will help the City and Consultant develop future maintenance plans and budget scenarios that accurately reflect the City’s objectives.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules, budgets other Economic Value Added (EVA) content to ensure the work performed meets the City’s expectations and performance goals.

Task 2.2 Preliminary Investigations

Consultant will undertake the following after completion of Task 2.2:

Consultant will review past PMS data, assess recent information and determine the information that is important to the project. Consultant’s project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 2.3 Pavement Inspection

Consultant will undertake the following as part of Task 2.3:

Consultant’s certified staff will manually inspect one-third of the City’s streets and of alleys (combination of arterial, collector and residential) in Area A for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate than drive by or windshield surveys.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by Consultant’s quality assurance standards, which are designed to ensure accuracy and consistency. Consultant’s inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.
As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

Consultant will sample locations on random test sites of ± 2,500 sf. Consultant will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

To ensure safety during the visual evaluation, Consultant will provide traffic control using a flashing beacon and a vehicle-mounted magnetic sign warning of frequent stops.

In addition to PMS inspections, Consultant will perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. For the ADA ramp locations, Consultant will review all the City’s streets and document the location of existing ADA ramps and determine where ADA ramps should be located.

For sidewalk displacements, Consultant will review all the City’s sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. Consultant will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps. Consultant will review each street and document potential illegal cuts and ramps by street address. Consultant’s report will document addresses and condition.

**Task 2.4 PMS Update**

Consultant will undertake the following as part of Task 2.4 following completion of Task 2.3:

Consultant will enter all data into the preferred system, either MicroPAVER™ or StreetSaver® and develop “family curves” for each road or functional classification. Consultant will verify, to the extent possible, the original construction date(s) of a street segment.

In addition, Consultant will work with the City to review the functional classifications of streets in its system to determine if they comply with Caltrans specifications and are therefore eligible for future federal funding. To perform this work, Consultant will compare each road section contained in the PMS and City’s general plan with the California Road System (CRS) maps found on the Caltrans website to verify functional classification accuracy.

As part of the update, Consultant will review the City’s current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.
Task 2.5  Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 2.5:

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

Consultant will help City staff determine the best maintenance that will maintain the City’s overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 2.6  PMS Report

Consultant will undertake the following as Task 2.6:

Consultant will prepare and present to City staff a draft report that summarizes Consultant’s findings and contains the following:

- Network condition summary.
- Network summary statistics broken down into functional class: arterial, collector, residential/local and other required classifications.
- Summary of conditions, recommended treatments and estimated unit costs by functional class.
- Budget scenarios for improving or maintaining the PCI during the next 30 years.
- A sortable desktop reference that lists roads by PCI from best to worst or alphabetically by name.

As an option, Consultant can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 2.7  Quality Management

Consultant will provide the following quality assurances in Task 2.7 as part of the overall scope of work:

Consultant will ensure its quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, Consultant’s QA/QC procedures for PMS work includes the following elements:
• Trained and certified staff. Consultant’s field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, Consultant’s data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Field technicians are certified by the Metropolitan Transportation Commission (MTC).

• Equipment verification. Prior to beginning any pavement assessment, Consultant inspects, verifies and, if necessary, calibrates its measurement equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

• Data checks. Consultant’s PMS crew typically performs a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician specialist compiles the final database according the agency’s locations and mapping system. The project manager works with the data specialist to recheck segment lengths and look for any missing segments or data elements. The data specialist then reviews the entire database for proper formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports for planning and budgeting.

• Control, verification and random site testing. Consultant reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant then compares these reference values to the initial PCI generated by either MicroPAVER™ or StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Phase 3 – 2016 PMS Annual Update: $89,105

Phase 3 Scope: Update yearly streets and evaluate Area B.

Task 3.1 Project Management
Task 3.2 Preliminary Investigations
Task 3.3 Pavement Inspection
Task 3.4 PMS Update
Task 3.5 Maintenance and Capital Improvement Plan (CIP)
Task 3.6 PMS Report
Task 3.7 Quality Management

Task 3.1 Project Management

Consultant will undertake the following as part of Phase 3, Task 3.1:

Consultant will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City’s maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will also review with staff quality control measures that are described in more detail in Task 3.7. Reviewing these issues and items
prior to beginning work will help the City and Consultant develop future maintenance plans and budget scenarios that accurately reflect the City’s objectives.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules, budgets other Economic Value Added (EVA) content to ensure the work performed meets the City’s expectations and performance goals.

**Task 3.2 Preliminary Investigations**

Consultant will undertake the following after completion of Task 3.2:

Consultant will review past PMS data, assess recent information and determine the information that is important to the project. Consultant’s project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

**Task 3.3 Pavement Inspection**

Consultant will undertake the following as part of Task 3.3:

Consultant’s certified staff will manually inspect one-third of the City’s streets and of alleys (combination of arterial, collector and residential) in Area B for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate that drive by or windshield surveys.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by Consultant’s quality assurance standards, which are designed to ensure accuracy and consistency. Consultant’s inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

Consultant will sample locations on random test sites of ± 2,500 sf. Consultant will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.
To ensure safety during the visual evaluation, Consultant will provide traffic control using a flashing beacon and a vehicle-mounted magnetic sign warning of frequent stops.

In addition to PMS inspections, Consultant will perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. For the ADA ramp locations, Consultant will review all the City’s streets and document the location of existing ADA ramps and determine where ADA ramps should be located.

For sidewalk displacements, Consultant will review all the City’s sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. Consultant will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps. Consultant will review each street and document potential illegal cuts and ramps by street address. Consultant’s report will document addresses and condition.

**Task 3.4  PMS Update**

Consultant will undertake the following as part of Task 3.4 following completion of Task 3.3:

Consultant will enter all data into the preferred system, either MicroPAVERTM or StreetSaver® and develop “family curves” for each road or functional classification. Consultant will verify, to the extent possible, the original construction date(s) of a street segment.

In addition, Consultant will work with the City to review the functional classifications of streets in its system to determine if they comply with Caltrans specifications and are therefore eligible for future federal funding. To perform this work, Consultant will compare each road section contained in the PMS and City’s general plan with the California Road System (CRS) maps found on the Caltrans website to verify functional classification accuracy.

As part of the update, Consultant will review the City’s current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

**Task 3.5  Maintenance and Capital Improvement Plan (CIP)**

Consultant will undertake the following as part of Task 3.5:

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not
too late. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

Consultant will help City staff determine the best maintenance that will maintain the City’s overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

**Task 3.6 PMS Report**

Consultant will undertake the following as Task 3.6:

Consultant will prepare and present to City staff a draft report that summarizes Consultant’s findings and contains the following:

- Network condition summary.
- Network summary statistics broken down into functional class: arterial, collector, residential/local and other required classifications.
- Summary of conditions, recommended treatments and estimated unit costs by functional class.
- Budget scenarios for improving or maintaining the PCI during the next 30 years.
- A sortable desktop reference that lists roads by PCI from best to worst or alphabetically by name.

As an option, Consultant can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

**Task 3.7 Quality Management**

Consultant will provide the following quality assurances in Task3.7 as part of the overall scope of work:

Consultant will ensure its quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, Consultant’s QA/QC procedures for PMS work includes the following elements:

- Trained and certified staff. Consultant’s field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, Consultant’s data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Field technicians are certified by the Metropolitan Transportation Commission (MTC).
- Equipment verification. Prior to beginning any pavement assessment, Consultant inspects, verifies and, if necessary, calibrates its measurement equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.
• Data checks. Consultant’s PMS crew typically performs a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician specialist compiles the final database according to the agency’s locations and mapping system. The project manager works with the data specialist to recheck segment lengths and look for any missing segments or data elements. The data specialist then reviews the entire database for proper formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports for planning and budgeting.

• Control, verification and random site testing. Consultant reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant then compares these reference values to the initial PCI generated by either MicroPAVER™ or StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Phase 4 – 2017 PMS Annual Update: $89,350

Phase 4 Scope: Update yearly streets and evaluation of Area C
  Task 4.1 Project Management
  Task 4.2 Preliminary Investigations
  Task 4.3 Pavement Inspection
  Task 4.4 PMS Update
  Task 4.5 Maintenance and Capital Improvement Plan (CIP)
  Task 4.6 PMS Report
  Task 4.7 Quality Management

Task 4.1 Project Management

Consultant will undertake the following as part of Phase 4, Task 4.1:

Consultant will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City’s maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will also review with staff quality control measures that are described in more detail in Task 4.7. Reviewing these issues and items prior to beginning work will help the City and Consultant develop future maintenance plans and budget scenarios that accurately reflect the City’s objectives.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules, budgets other Economic Value Added (EVA) content to ensure the work performed meets the City’s expectations and performance goals.
Task 4.2 Preliminary Investigations

Consultant will undertake the following after completion of Task 4.2:

Consultant will review past PMS data, assess recent information and determine the information that is important to the project. Consultant’s project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 4.3 Pavement Inspection

Consultant will undertake the following as part of Task 4.3:

Consultant’s certified staff will manually inspect one-third of the City’s streets and of alleys (combination of arterial, collector and residential) in Area C for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate that drive by or windshield surveys.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by Consultant’s quality assurance standards, which are designed to ensure accuracy and consistency. Consultant’s inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

Consultant will sample locations on random test sites of ± 2,500 sf. Consultant will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

To ensure safety during the visual evaluation, Consultant will provide traffic control using a flashing beacon and a vehicle-mounted magnetic sign warning of frequent stops.

In addition to PMS inspections, Consultant will perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. For the ADA ramp locations, Consultant will review all the City’s streets and document the location of existing ADA ramps and determine where ADA ramps should be located.
For sidewalk displacements, Consultant will review all the City’s sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. Consultant will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps. Consultant will review each street and document potential illegal cuts and ramps by street address. Consultant’s report will document addresses and condition.

Task 4.4  PMS Update

Consultant will undertake the following as part of Task 4.4 following completion of Task 4.3:

Consultant will enter all data into the preferred system, either MicroPAVERTM or StreetSaver® and develop “family curves” for each road or functional classification. Consultant will verify, to the extent possible, the original construction date(s) of a street segment.

In addition, Consultant will work with the City to review the functional classifications of streets in its system to determine if they comply with Caltrans specifications and are therefore eligible for future federal funding. To perform this work, Consultant will compare each road section contained in the PMS and City’s general plan with the California Road System (CRS) maps found on the Caltrans website to verify functional classification accuracy.

As part of the update, Consultant will review the City’s current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 4.5  Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 4.5:

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

Consultant will help City staff determine the best maintenance that will maintain the City’s overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.
Task 4.6 PMS Report

Consultant will undertake the following as Task 4.6:

Consultant will prepare and present to City staff a draft report that summarizes Consultant’s findings and contains the following:

- Network condition summary.
- Network summary statistics broken down into functional class: arterial, collector, residential/local and other required classifications.
- Summary of conditions, recommended treatments and estimated unit costs by functional class.
- Budget scenarios for improving or maintaining the PCI during the next 30 years.
- A sortable desktop reference that lists roads by PCI from best to worst or alphabetically by name.

As an option, Consultant can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 4.7 Quality Management

Consultant will provide the following quality assurances in Task 4.7 as part of the overall scope of work:

Consultant will ensure its quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, Consultant’s QA/QC procedures for PMS work includes the following elements:

- Trained and certified staff. Consultant’s field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, Consultant’s data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Field technicians are certified by the Metropolitan Transportation Commission (MTC).
- Equipment verification. Prior to beginning any pavement assessment, Consultant inspects, verifies and, if necessary, calibrates its measurement equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.
- Data checks. Consultant’s PMS crew typically performs a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician specialist compiles the final database according the agency’s locations and mapping system. The project manager works with the data specialist to recheck segment lengths and look for any missing segments or data elements. The data specialist then reviews the entire database for proper formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports for planning and budgeting.
Control, verification and random site testing. Consultant reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant then compares these reference values to the initial PCI generated by either MicroPAVER™ or StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Phase 5 – Plans, specifications and estimates for a pavement maintenance/rehabilitation project based on an estimated construction budget of $1.3 million: $99,745

Phase 5 Scope: Work includes a kick-off meeting with City staff to confirm the project’s scope of work, schedule, budget and availability of project documents; review project goals; discuss format of deliverables; and clarify the responsibilities of each party. Progress meetings will be arranged to review the work at critical stages such as the review of our QC check, 50% design review, 95% & 100% design reviews and final submittal.

Using existing site plans or plans generated by performing topographic survey work, mark locations and define the extent and quality of work expected, including all construction details, materials and procedures.

Task 5.1 Street Investigation and Engineering Review
Task 5.2 Measurement of Field Quantities
Task 5.3 Pavement Evaluations, Deflection Testing and Cording for Pavement Design
Task 5.4 Utility Company Coordination
Task 5.5 Preparation of Contract Documents and Estimates
Task 5.6 Bidding Process Support Services
Task 5.7 Construction Support Services

Task 5.1 Street Investigation and Engineering Review

Consultant will undertake the following as part of Phase 5, Task 5.1

Consultant’s engineers will visually evaluate the pavement condition of each of the proposed project streets. This review will confirm the appropriate action (i.e. overlay or surface treatment) for each street. After our review, Consultant will confer with City staff and review its findings.

Task 5.2 Measurement of Field Quantities

Consultant will undertake the following as part of Phase 5, Task 5.2

Consultant will physically walk each of the project streets identified in the provided project list to measure and record all pertinent field quantities. Physically measuring the quantities provides confidence that the bid quantities are correct. Taking the time to physically measure each bid item in the field ensures smoother contract administration and reduces the potential for change orders.
All field quantities of physical elements to be incorporated in the rehabilitation work of each street will be measured and recorded. This information includes the location of existing striping, pavement markers and paint markings; location of underground utilities; limits of paving transitions, digouts, and other pavement repairs; and total area of pavement to be resurfaced.

If the need for any concrete repairs, handicap ramps or tree root damage is identified during our field reviews, this work will be noted and brought to the City’s attention to determine if the repairs should be added to the contract.

Task 5.3  Pavement Evaluations, Deflection Testing and Coring for Pavement Design

Consultant will undertake the following as part of Phase 5, Task 5.3

Consultant will perform deflection testing, coring and analysis on all of the overlay candidate streets identified in Task 5.1. This type of analysis on each of the overlay streets will eliminate the guess work and ensure that an optimum rehabilitation approach is identified. Adequate cores and deflection data on all overlay streets is invaluable during both the design and construction phases of the project. Experience suggests that gathering this additional data helps produce designs that can last longer than average approaches resulting in additional savings to the City.

The deflection analysis is performed in general accordance with California Test Method 356 (CTM 356). Deflection tests will be performed at 100 foot maximum intervals in each lane (minimum of 10 tests per lane). Coring will be performed at 500 foot maximum intervals over the street segment (minimum two cores per street segment). Traffic control will be provided using a follow vehicle with a mounted arrowboard on arterial and collector streets. Flagging will be provided as needed.

Consultant will work with the City to obtain traffic index information and if necessary, will perform six hour truck counts to accurately determine the traffic index.

To assist us with this analysis, Consultant also will determine the total structural section (AC and AB) and the native soil’s R-value of the residential streets to determine what streets may be suitable for pulverization and resurfacing. The R-value identification of the existing pavement’s total structural section is essential for this determination.

Rehabilitation options to be investigated will include pulverization and resurfacing, milling and filling, conventional asphalt concrete overlay and ARHM overlays.

Task 5.4  Utility Company Coordination

Consultant will undertake the following as part of Phase 5, Task 5.4
Consultant will coordinate with local utility companies and incorporate all utility facilities affecting the projects into the contract documents. Consultant will obtain a current listing of utility companies and contact information from the City for this task.

Task 5.5 Preparation of Contract Documents and Estimates

Consultant will undertake the following as part of Phase 5, Task 5.5

Consultant will compile all field quantities into individual engineer’s estimates by street segment. A summary spreadsheet of the entire project will be provided. Technical specifications will be drafted and details for typical sections, transitions, keycuts, digouts, and additional pavement work will be prepared. Any portions of the maintenance work which require further clarification will be submitted in the form of drafted plan views, details, elevations, or cross sections, as is necessary. Where it facilitates the design, Consultant will use aerial photographs to develop base sheets. The City will provide the aerial photographs from their files. This information will be submitted to the City at the 50% design stage and at the 95% design stage for review. It is anticipated that at the 50% submittal stage, the City will be able to confirm the rehabilitative approach and see a preliminary budget.

After review of the 95% submittal, Consultant will meet with the City staff to resolve any outstanding issues and will adjust the final contract documents accordingly.

Included in the scope of work will be the preparation of traffic control plans and striping plans, should that work be required. In addition, Consultant will arrange for the potholing of any existing utilities.

Task 5.6 Bidding Process Support Services

Consultant will undertake the following as part of Phase 5, Task 5.6

After the final submittal, Consultant will be available to answer any specific questions from the City concerning the design. Should the need arise, Consultant will prepare an addendum as required. In addition, Consultant will also be available for help with questions from the contract administration personnel or from contractors during the bidding process.

Task 5.7 Construction Support Services

Consultant will undertake the following as part of Phase 5, Task 5.7

During construction, Consultant will be available to the City construction staff to review design questions, submittals, and construction problems. Consultant will provide these services on an as-needed basis.
Phase 6 – Plans, specifications and estimates for a pavement maintenance/rehabilitation project based on an estimated construction budget of $3.5 million: $175,470

Phase 6 Scope: Work includes a kick-off meeting with City staff to confirm the project’s scope of work, schedule, budget and availability of project documents; review project goals; discuss format of deliverables; and clarify the responsibilities of each party. Progress meetings will be arranged to review the work at critical stages such as the review of our QC check, 50% design review, 95% & 100% design reviews and final submittal.

Using existing site plans or plans generated by performing topographic survey work, mark locations and define the extent and quality of work expected, including all construction details, materials and procedures.

- Task 6.1 Street Investigation and Engineering Review
- Task 6.2 Measurement of Field Quantities
- Task 6.3 Pavement Evaluations, Deflection Testing and Cording for Pavement Design
- Task 6.4 Utility Company Coordination
- Task 6.5 Preparation of Contract Documents and Estimates
- Task 6.6 Bidding Process Support Services
- Task 6.7 Construction Support Services

Task 6.1 Street Investigation and Engineering Review

Consultant will undertake the following as part of Phase 6, Task 6.1

Consultant’s engineers will visually evaluate the pavement condition of each of the proposed project streets. This review will confirm the appropriate action (i.e. overlay or surface treatment) for each street. After our review, Consultant will confer with City staff and review its findings.

Task 6.2 Measurement of Field Quantities

Consultant will undertake the following as part of Phase 6, Task 6.2

Consultant will physically walk each of the project streets identified in the provided project list to measure and record all pertinent field quantities. Physically measuring the quantities provides confidence that the bid quantities are correct. Taking the time to physically measure each bid item in the field ensures smoother contract administration and reduces the potential for change orders.

All field quantities of physical elements to be incorporated in the rehabilitation work of each street will be measured and recorded. This information includes the location of existing striping, pavement markers and paint markings; location of underground utilities; limits of paving transitions, digouts, and other pavement repairs; and total area of pavement to be resurfaced.
If the need for any concrete repairs, handicap ramps or tree root damage is identified during our field reviews, this work will be noted and brought to the City’s attention to determine if the repairs should be added to the contract.

Task 6.3 Pavement Evaluations, Deflection Testing and Cording for Pavement Design

Consultant will undertake the following as part of Phase 6, Task 6.3

Consultant will perform deflection testing, coring and analysis on all of the overlay candidate streets identified in Task 6.1. This type of analysis on each of the overlay streets will eliminate the guess work and ensure that an optimum rehabilitation approach is identified. Adequate cores and deflection data on all overlay streets is invaluable during both the design and construction phases of the project. Experience suggests that gathering this additional data helps produce designs that can last longer than average approaches resulting in additional savings to the City.

The deflection analysis is performed in general accordance with California Test Method 356 (CTM 356). Deflection tests will be performed at 100 foot maximum intervals in each lane (minimum of 10 tests per lane). Coring will be performed at 500 foot maximum intervals over the street segment (minimum two cores per street segment). Traffic control will be provided using a follow vehicle with a mounted arrowboard on arterial and collector streets. Flagging will be provided as needed.

Consultant will work with the City to obtain traffic index information and if necessary, will perform six hour truck counts to accurately determine the traffic index.

To assist us with this analysis, Consultant also will determine the total structural section (AC and AB) and the native soil’s R-value of the residential streets to determine what streets may be suitable for pulverization and resurfacing. The R-value identification of the existing pavement’s total structural section is essential for this determination.

Rehabilitation options to be investigated will include pulverization and resurfacing, milling and filling, conventional asphalt concrete overlay and ARHM overlays.

Task 6.4 Utility Company Coordination

Consultant will undertake the following as part of Phase 6, Task 6.4

Consultant will coordinate with local utility companies and incorporate all utility facilities affecting the projects into the contract documents. Consultant will obtain a current listing of utility companies and contact information from the City for this task.

Task 6.5 Preparation of Contract Documents and Estimates

Consultant will undertake the following as part of Phase 6, Task 6.5
Consultant will compile all field quantities into individual engineer's estimates by street segment. A summary spreadsheet of the entire project will be provided. Technical specifications will be drafted and details for typical sections, transitions, keycuts, digouts, and additional pavement work will be prepared. Any portions of the maintenance work which require further clarification will be submitted in the form of drafted plan views, details, elevations, or cross sections, as is necessary. Where it facilitates the design, Consultant will use aerial photographs to develop base sheets. The City will provide the aerial photographs from their files. This information will be submitted to the City at the 50% design stage and at the 95% design stage for review. It is anticipated that at the 50% submittal stage, the City will be able to confirm the rehabilitative approach and see a preliminary budget.

After review of the 95% submittal, Consultant will meet with the City staff to resolve any outstanding issues and will adjust the final contract documents accordingly.

Included in this task will be the preparation of traffic control plans and striping plans, should that work be required. In addition, Consultant will arrange for the potholing of any existing utilities.

**Task 6.6 Bidding Process Support Services**

Consultant will undertake the following as part of Phase 6, Task 6.6

After the final submittal, Consultant will be available to answer any specific questions from the City concerning the design. Should the need arise, Consultant will prepare an addendum as required. In addition, Consultant will also be available for help with questions from the contract administration personnel or from contractors during the bidding process.

**Task 6.7 Construction Support Services**

Consultant will undertake the following as part of Phase 6, Task 6.7

During construction, Consultant will be available to the City construction staff to review design questions, submittals, and construction problems. Consultant will provide these services on an as-needed basis.
EXHIBIT B
SCHEDULE

Phase 1 - 2014 PMS Update: $182,370

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Estimated Delivery Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Project Management</td>
<td>Ongoing throughout the project. Includes monthly meetings.</td>
</tr>
<tr>
<td>1.2</td>
<td>Preliminary Investigations</td>
<td>Four weeks after receiving notice to proceed.</td>
</tr>
<tr>
<td>1.3</td>
<td>Software Evaluation</td>
<td>Six weeks after receiving notice to proceed.</td>
</tr>
<tr>
<td>1.4</td>
<td>Pavement Inspection</td>
<td>Ten weeks after completing Task 1.3.</td>
</tr>
<tr>
<td>1.5</td>
<td>PMS Update</td>
<td>Two weeks after completed Task 1.4.</td>
</tr>
<tr>
<td>1.6</td>
<td>Maintenance and Capital Improvement</td>
<td>Four weeks after completing Task 1.8.</td>
</tr>
<tr>
<td>1.7</td>
<td>PMS Report</td>
<td>Four weeks after completing Task 1.6.</td>
</tr>
<tr>
<td>1.8</td>
<td>Quality Management</td>
<td>Three weeks after completing Task 1.5.</td>
</tr>
</tbody>
</table>

Phase 2 - 2015 PMS Annual Update: $90,915

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Estimated Delivery Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Project Management</td>
<td>Ongoing throughout the project. Includes monthly meetings.</td>
</tr>
<tr>
<td>2.2</td>
<td>Preliminary Investigations</td>
<td>Four weeks after receiving notice to proceed.</td>
</tr>
<tr>
<td>2.3</td>
<td>Pavement Inspection</td>
<td>Ten weeks after completing Task 2.2.</td>
</tr>
<tr>
<td>2.4</td>
<td>PMS Update</td>
<td>Two weeks after completed Task 2.3.</td>
</tr>
<tr>
<td>2.5</td>
<td>Maintenance and Capital Improvement</td>
<td>Four weeks after completing Task 2.4.</td>
</tr>
<tr>
<td>2.6</td>
<td>PMS Report</td>
<td>Four weeks after completing Task 2.5.</td>
</tr>
<tr>
<td>2.7</td>
<td>Quality Management</td>
<td>Three weeks after completing Task 2.6.</td>
</tr>
</tbody>
</table>
### Phase 3 - 2016 PMS Annual Update: $89,105

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Estimated Delivery Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Project Management</td>
<td>Ongoing throughout the project. Includes monthly meetings.</td>
</tr>
<tr>
<td>3.2</td>
<td>Preliminary Investigations</td>
<td>Four weeks after receiving notice to proceed.</td>
</tr>
<tr>
<td>3.3</td>
<td>Pavement Inspection</td>
<td>Ten weeks after completing Task 3.2.</td>
</tr>
<tr>
<td>3.4</td>
<td>PMS Update</td>
<td>Two weeks after completed Task 3.3.</td>
</tr>
<tr>
<td>3.5</td>
<td>Maintenance and Capital Improvement</td>
<td>Four weeks after completing Task 3.4.</td>
</tr>
<tr>
<td>3.6</td>
<td>PMS Report</td>
<td>Four weeks after completing Task 3.5.</td>
</tr>
<tr>
<td>3.7</td>
<td>Quality Management</td>
<td>Three weeks after completing Task 3.6.</td>
</tr>
</tbody>
</table>

### Phase 4 – 2017 PMS Annual Update: $89,350

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Estimated Delivery Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Project Management</td>
<td>Ongoing throughout the project. Includes monthly meetings.</td>
</tr>
<tr>
<td>4.2</td>
<td>Preliminary Investigations</td>
<td>Four weeks after receiving notice to proceed.</td>
</tr>
<tr>
<td>4.3</td>
<td>Pavement Inspection</td>
<td>Ten weeks after completing Task 4.2.</td>
</tr>
<tr>
<td>4.4</td>
<td>PMS Update</td>
<td>Two weeks after completed Task 4.3.</td>
</tr>
<tr>
<td>4.5</td>
<td>Maintenance and Capital Improvement</td>
<td>Four weeks after completing Task 4.4.</td>
</tr>
<tr>
<td>4.6</td>
<td>PMS Report</td>
<td>Four weeks after completing Task 4.5.</td>
</tr>
<tr>
<td>4.7</td>
<td>Quality Management</td>
<td>Three weeks after completing Task 4.6.</td>
</tr>
</tbody>
</table>
EXHIBIT C
FEE SCHEDULE

The following are Consultant’s hourly, billing fee schedule for the City of Oxnard’s Pavement Management System Update in support of the City’s Public Works Department:

<table>
<thead>
<tr>
<th>Billing Title/Activity</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>$210</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$135</td>
</tr>
<tr>
<td>PMS Inspection Team</td>
<td>$160</td>
</tr>
<tr>
<td>PMS Data Technician</td>
<td>$85</td>
</tr>
<tr>
<td>PMS Quality Control</td>
<td>$120</td>
</tr>
<tr>
<td>PMS Clerical</td>
<td>$65</td>
</tr>
</tbody>
</table>

The following are fixed costs:

<table>
<thead>
<tr>
<th>Title</th>
<th>One-Time Cost¹</th>
<th>Annual Cost²</th>
</tr>
</thead>
<tbody>
<tr>
<td>Migration of existing MicroPaver™ database to StreetSaver program</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>StreetSaver® online edition license fee</td>
<td>$1,500</td>
<td></td>
</tr>
<tr>
<td>StreetSaver® GIS Toolbox</td>
<td>$500</td>
<td></td>
</tr>
</tbody>
</table>

¹ Estimated one-time fee. The Metropolitan Transportation Commission (MTC) will provide a firm cost after receiving a copy of the City’s MicroPaver™ database.
² StreetSaver® v.9 online edition. Future software versions may result in a cost increase set by the MTC.

Professional Reimbursement

Where charges are associated with Consultant’s employees, the hourly billing rates include the cost of salaries, fringe benefits, indirect overhead costs and fees. Rates for categories of services not identified above shall be negotiated with the Consultant and included in the professional services agreement. Not-to-exceed amounts identified in the agreement with the Consultant do not include overtime hours as defined by State-specific and Federal wage and hour laws. Labor will be billed at 1 1/2 times billing rates for non-exempt employees for overtime hours requested by the City.

Direct Expenses

Reimbursement for direct expenses incurred in connection with the work will be at cost plus ten percent (10%) for items such as:
a. Maps, photographs, reproduction, printing, equipment rental and special supplies related
to the work.

b. Consultants, contractors and other outside services.

c. Rented vehicles, local public transportation, taxis, air/train fare, travel and subsistence
   (non GSA rates),

d. Specific telecommunications and delivery charges.

e. Special fees, insurance, permits and licenses applicable to the work.

f. Outside computer processing, computation and propriety programs purchased for the
   work not mentioned above.

Reimbursement for employee-owned vehicles used in connection with the work will be billed at
the rate per mile equal to the Privately Owned Vehicle (POV) Mileage Reimbursement Rate as
established by the United States General Services Administration for the dates the POV is in use.

Reimbursement for lodging and subsistence used in connection with the work will be at the local
Per Diem rates as established by the United States General Services Administration for the dates
costs are incurred.

Other in-house charges will be at standard company rates. The foregoing billing rate schedule is
effective through June 30, 2015 and may be adjusted thereafter.
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-7723
   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.
# ACORD CERTIFICATE OF INSURANCE

**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**

<table>
<thead>
<tr>
<th>LETTER</th>
<th>SUB-CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**COMPANIES AFFORDING INSURANCE COVERAGE**

**INSURED**

<table>
<thead>
<tr>
<th>LETTER</th>
<th>SPECIFY COMPANY NAMES IN THIS SPACE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td></td>
</tr>
</tbody>
</table>

**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.

<table>
<thead>
<tr>
<th>CO LTR</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR [x] OWNERS &amp; CONTRACTOR'S PROT.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>[x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**CERTIFICATE HOLDER**

City of Oxnard
Attn: Risk Manager
Reference No. A-7723
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**

Rev. 12/14

Attachment No. 1
Page 38 of 40
GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the “City”)

PRODUCER

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE □ Included in Limits
□ In Addition to Limits

Telephone:

NAMED INSURED

□ Deductible □ Self-Insured Retention (check which) of $____________
with an Aggregate of $____________ applies to coverage. □ Per Occurrence □ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or
tenancy of the named insured under all written agreements and permits in force with the
City unless checked here □ in which case only the following specific agreements and
permits with the City are covered

CITY AGREEMENTS/PERMITS

□ COMMERCIAL GENERAL LIABILITY □ Claims Made
□ COMPREHENSIVE GENERAL LIABILITY □ Retroactive Date
□ OWNERS & CONTRACTORS PROTECTIVE □ Occurrence

COVERAGES

LIABILITY LIMITS IN THOUSANDS $

EACH OCCURRENCE AGGREGATE

□ GENERAL
□ PRODUCTS/COMPLETED OPERATIONS
□ PERSONAL & ADVERTISING INJURY
□ FIRE DAMAGE
□ ____________________________ □ ____________________________

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

1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities
performed by or on behalf of the named insured:

2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c)
leases by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an
unbroken chain of coverage excess of the named insured’s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or
volunteers shall be in excess of this insurance and shall not contribute with it.

3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company’s limits of liability.
The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior
written notice by receipted delivery has been given to the City.

5. PROVISIONS REGARDING THE INSURED’S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage
provided to the City, its officers, agents, employees or volunteers.

6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, “occurrence” form CG0001; or
   b. if excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No.A-7723
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE
□ Broker/Agent □ Underwriter □ ____________________________

I ________________ (print/type name), warrant that I have authority to
bind the above-mentioned insurance company and by my signature hereon do so bind
this company to this endorsement.

Signature ____________________________ (original signature required)

Telephone: (_____) Date Signed: ____________________________
AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

PRODUCER

Telephone:

NAMED INSURED

Telephone:

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits
☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $ _____ applies to:
coverage ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or
tenancy of the named insured under all written agreements and permits in force with
the City unless checked here ☐ in which case only the following specific agreements
and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER

LIMIT OF LIABILITY

$ __________ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this
insurance.
Name:
Address:
Telephone: ( )

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

1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐

I __________________________ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature __________________________ (original signature required)

Telephone: ( ) Date Signed ________

REV. 12/14

Attachment No. 1
Page 40 of 40
INS-A.doc
REQUEST FOR BUDGET APPROPRIATION

Department: Utilities
Project/Program Manager: Daniel Rydberg

Date: January 13, 2015
Phone: 385-8055

Reason for Appropriation:
To fund Agreement No. A-7723 with Pavement Engineering to perform a Pavement Management System Update

Accounts and Descriptions

Fund: STATE GAS TAX (181)

Expenditures/Transfers Out
Engineering and Design Services (Project No. 133202)
181-3224-803-8209 SERVICES - OTHER PROFESSIONAL

<table>
<thead>
<tr>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>451,740</td>
</tr>
</tbody>
</table>

Sub-total Expenditures

Net Change to State Gas Tax Fund Balance

<table>
<thead>
<tr>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(451,740)</td>
</tr>
</tbody>
</table>

Net Appropriation Change

<table>
<thead>
<tr>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(451,740)</td>
</tr>
</tbody>
</table>

Approvals
Department Director
Chief Financial Officer
City Manager

SBA# (Finance Use Only)
BA Doc# (Finance Use Only)

Revised: 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

Attachment No. 2
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