DATE: December 29, 2014

TO: City Council

FROM: Daniel Rydberg, P.E., Interim Utilities Director

SUBJECT: Agreement for Developing Green Alleys Program

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an agreement with SWA Group (A-7739) in the amount of $300,000 for developing Oxnard’s Green Alleys Program.

DISCUSSION

On July 19, 2011, the City Council adopted Resolution 14,097 ratifying the City Manager’s submission of an application for $250,000 in the California Strategic Growth Council Urban Greening Planning Grant Program to be used for development of the Oxnard Green Alleys Plan and authorized the City Manager to appropriate grant funding upon award of the grant.

The Green Alley Plan submitted with Oxnard’s Proposition 84 Urban Greening Grant application is consistent with the State of California’s Natural Resource Agency planning policies as they pertain to the following priorities:

1. Promote infill development and equity
2. Protect environmental and agricultural resources
3. Encourage efficient development patterns

To implement the Grant, SWA Group will develop the Green Alleys Program to be consistent with the Oxnard 2030 General Plan. The benefits of the Program will include providing opportunities for healthy lifestyles through creation of community gardens and urban agricultural facilities. A Green Alley Program also enhances a community by promoting physical activity and encourages use of alternative transportation modes such as walking and biking. Green Alleys Program implementation minimizes stormwater run-off and improves water quality, eradicates blight, and instills a neighborhood cohesion and pride.

Oxnard will utilize a diverse Planning Committee, Advisory Group, and consultant expertise to ensure that the Green Alleys Program is coordinated with public health objectives as well as City and
Regional Plans. The cost of the project is $300,000, of which $250,000 is funded by the State of California Natural Resources Agency Proposition 84 Urban Greening Grant with a $50,000 required cash match from Measure O previously approved by Mayor and Council. Efforts will begin immediately in January 2015 and be completed by June 30, 2015. These grant objectives will reduce gas emissions consistent with the California Global Warming Solution Act of 2006.

A Request for Proposal (RFP) was posted for three weeks and over twenty potential vendors were notified regarding the RFP. Five vendors submitted proposals. Staff evaluated and rated each proposal. SWA Group’s proposal received the highest total weighted score for meeting the requirements of the State grant and developing Oxnard’s Green Alleys Program.

FINANCIAL IMPACT

There is sufficient funding to cover the cost of the agreement from Proposition 84 Urban Greening Grant in the amount of $250,000 and $50,000 from Measure O.

JD

Attachment #1 – Agreement No. 7739
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 SWA Group ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

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

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

1. Scope of Services

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

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.

3. Standard of Performance

Consultant agrees to undertake and complete the 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 the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with Jay Duncan, Contract & Grant Coordinator, 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 the 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**

The Services performed under this Agreement shall be completed during the term of this Agreement [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 Ying-Yu Hung, ASLA, Managing Partner, SWA Group 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 the Services, including a City business tax certificate.

11. **City’s Responsibility**

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

12. **Term of Agreement**

This Agreement shall begin on January 14, 2015, and expire on July 1, 2015.

13. **Termination**

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager’s desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City
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 without cause if Consultant notifies Manager, in writing, of Consultant’s desire to terminate the Agreement. Such termination shall be effective ten (10) 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 $300,000 for the Services 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 the 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 the 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 the 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 the 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 the Services. All expenses incident to the performance of the Services 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 the 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 the Services beyond the current fiscal year, this Agreement shall cover payment for the 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. Provided Consultant has been paid for its services in accordance with this Agreement, 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 (10) calendar 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 the 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 (3) 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, except as reasonably required to provide the services under this Agreement.

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the “Indemnified Party”) from and against all liabilities regardless of nature, type, or cause that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. Consultant’s obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the negligence, recklessness or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then Consultant’s indemnification obligation shall be reduced in proportion to the established comparative liability.

b. The duty to defend is a separate and distinct obligation from Consultant’s duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys’ fees and defense costs.

c. The review, acceptance or approval of Consultant’s work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant’s indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement.
Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services 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 the 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, subject to extensions of time for reasons caused beyond Consultant’s control.

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 non-binding 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 SWA Group, 811 West 7th Street, 8th Floor, Los Angeles, California 90017, Attention: Ying-Yu Hung, ASLA, Managing Principal, SWA Group.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Utilities Department, 305 West Third Street, 3rd Floor, East Wing, Oxnard, California 93030, Attention: Jay Duncan, Contract & Grant Coordinator.
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

CONSULTANT

Ying-Yu Hung, ASLA, Managing Principal
SWA Group

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Interim Utilities Director
EXHIBIT A

SCOPE OF SERVICES

Project Understanding

Green alleys provide numerous environmental, social and economic benefits for residents and businesses. Recognizing our shared responsibility to creating a sustainable community, the creation of public open spaces and community gathering places are critical to the long-term viability and vitality of our cities and town.

The creation of a comprehensive Green Alleys Master Plan will enable the City of Oxnard to achieve several objectives that complement and run parallel to each other, including:

- Creating open space and greening the City’s public realm;
- Providing opportunities for healthy lifestyles through creation of community gardens and urban agricultural facilities;
- Promoting physical activity and encouraging use of alternative transportation modes such as walking and bicycling;
- Minimizing stormwater run-off and improving water quality;
- Reducing crime and blight, and improving safety; and,
- Creating neighborhood cohesion and instilling community pride.

We understand that the scope of this project will involve studying approximately 86 linear miles of alleys, with the ultimate goal being the development of templates for demonstration projects that address different types of alleys and clusters of alleys in different neighborhoods throughout the city. The primary focus of the work will be review and analysis of existing available data (e.g., GIS, General Plan CEQA compliance findings and recommendations, etc.); field survey of existing conditions; needs assessment, public outreach and community engagement; written report with recommendations for implementation, funding and maintenance; and development of Design Guidelines and Conceptual Designs for demonstration projects for implementation of green alleys projects. With the City’s recently completed state-of-the-art recycled water system, the use of recycled water can be incorporated into the conceptual design and operations and maintenance plans created for the green alley projects.
Ultimately, the final deliverable will comprise a handbook and templates for proposed greening and placemaking enhancements that can be applied to alleys throughout the city. The Plan will help the City, planners, designers, business owners, and residents to conceptualize what a green alley could look like, the types of amenities it could offer, and how it relates and provides connection to the surrounding neighborhood and city at-large.

**Approach to the Scope of Services**

The following approach narrative generally follows the tasks outlined in the RFP, though many tasks will likely overlap or need adjustment as the project progresses.

**Task 0 - Project Management ($39,553.00)**

The scope and complexity of this project will require a strong project management team and a responsive group of consultants who can operate at the highest levels of professionalism while still maintaining a high degree of flexibility and creativity.

As the prime consultant, SWA will lead this project and will endeavor to make sure all of our consultant team members dedicate the time and resources needed to produce deliverables at each milestone throughout the project. Should the project demand additional staff, our team is prepared to allocate internal resources on a timely and efficient basis.

Allocating time is just one aspect of our approach; the other is allocating the right people who have the sincere interest and commitment for projects in the public realm. To this point, we are extremely confident that we can deliver the time and the resources in making this project a reality.

**Subconsultant Management**

SWA and its subconsultant team will provide the expertise and leadership necessary to fulfill the expectations of the City, and the goals and objectives identified in previous phases of project development. As the prime consultant, SWA will be responsible for overseeing the work of all subconsultant team members. The professionals we have committed to this project offer unparalleled experience in the study, planning, design and construction of multi-purpose infrastructure projects that enhance the public realm. Each firm on the SWA team has proposed senior management/principal leadership to oversee their respective tasks, which will ensure the highest level of quality in delivery of services, design concepts, and reporting.
Our consultant team members all maintain full-time offices in southern California, which will enable SWA team principals, associates, and staff to maintain a strong dialogue and connection with local project stakeholders and the critical issues being discussed and disseminated on a daily basis.

Quality Assurance/Quality Control

In order to ensure quality control throughout the planning and design process, several factors are of prime importance. First, we consider decision making a continuous, interactive process with the client and the entire project team. We update the client at frequent progress meetings where we assist in setting agendas, frame required decisions, and maintain meeting notes on decisions and directions relevant to our work.

Communication is key, and we maintain a continuous and consistent communication structure through the project manager. Development of consensus is achieved through periodic meetings, clear definition of alternatives and the cost involved, and strict adherence to the project schedule.

The second factor is the use of timely, accurate project information and the use of available technology for information exchange with the City and the entire project team. Schedules and project budgets are continuously monitored and updated throughout the project.

The third factor is the involvement throughout the project of experienced principals and staff. An SWA principal oversees the SWA Project Manager, and is responsible for regular in-house review of all information and deliverables. In addition, senior principals throughout the firm periodically review all design and planning projects through peer review/charrette. Further, SWA maintains in-house, field construction personnel who review all landscape cost estimates and budgets. Our experience in controlling project labor and construction costs comes from our long history of working with cost conscious clients and construction managers.

Project Coordination Meetings

The SWA team will lead monthly project status meetings throughout the course of the project. The focus of these meetings will be to report and document status, discuss and identify any unforeseen issues, recommend action plans proposed to keep project on schedule and budget, and review any work products. At the City's request, we will lead additional status report meetings during key milestones and as necessary during the project (e.g., public workshops, presentations to City
Council, etc.).

**Grant Management**

Key SWA team subconsultant, Kestrel Consulting, will be responsible for preparing quarterly progress reports and coordinating with City Finance Department staff to complete the quarterly financial reports. We will keep the grant agency staff informed about the status of the project and any issues that arise, and ensure good relations. We will assist with modifications to the grant agreement, including an immediate time extension, and will submit deliverables. We will prepare the final project report and coordinate with City staff to ensure that proper records are kept for audit.

Kestrel will advise the SWA team to ensure that the Green Alleys Plan that is produced meets the requirements of the funding agency. To do this we will have discussions with Resources Agency staff, and make recommendations to the project team.

**Earned Value Analysis**

SWA maintains an internal system of checks and balances to insure the quality of finished products and to ensure that client expectations are met at every phase of a project—from concept to punch list. Every project is assigned a Principal-in-Charge whose primary responsibility is to provide overall leadership and experience. SWA takes quality seriously and to that end, assures the commitment of the Principal-in-Charge throughout the entire duration of the contract.

From project inception through completion, SWA will maintain open communication with the City to ensure the project team meet all milestones and deliverables on-time, and within budget. At project kick-off, we will consult the City’s Project Manager to verify schedule and budget, and to identify metrics for assessing work progress throughout the life of the project. SWA invoices clients for work completed to-date on a monthly basis, or at specified project milestones (e.g., 50% concept design report/presentation).

SWA employs a number of software systems to ensure high quality project management and project controls, including Primavera. This program can be used to assess earned value analysis through developing a comprehensive Work Breakdown Structure (WBS), baseline schedule and budget, and metrics for evaluating specific features of the work (e.g., hours billed per task, rates charged for personnel, etc.).
Task 1 - Preliminary Investigations ($41,213.00)

Upon notice-to-proceed, the SWA team will conduct preliminary investigations to form an understanding of greening and ‘placemaking’—or programming—strategies that can be implemented in different types of alleys, and in different neighborhoods/districts.

Project Kick-off Meeting

We will organize and attend a kick-off meeting with City of Oxnard staff to: introduce our team; discuss the general range of opportunities and expectations; review and refine scope and schedule; and set up procedures for communication. Key personnel from the SWA team visit the project area to clarify field conditions and limits of work. This initial meeting/site visit will give everyone a chance to start on the same page with a meaningful exchange of expectations and concerns.

At this time, the City will brief the SWA team on:

- Programming and design vision for the Green Alleys Plan based on outreach and planning conducted to-date;
- Challenges, constraints and opportunities;
- Operations and maintenance goals/objectives; and,
- Clarification of project phases/task durations, expected deliverables and milestones.
- Also at project kick-off, we will work with the City to finalize the meeting schedule, and to finalize the deliverables schedule.
- Meeting minutes will be prepared for kick-off and all design phase meetings, and submitted to the appropriate attendees.

Data Gathering

Prior to commencing field surveys and site analysis and evaluation, the SWA team will familiarize itself with available GIS data provided by the City, and perform a peer review on all relevant studies, including but not limited to the following:

- 2030 General Plan
- Bicycle and Pedestrian Facilities Master Plan
• Regional Stormwater and Watershed Enhancement Plans
• Urban Water Management Plan and Water Conservation Master Plan
• Clean Ocean Gardens Program
• Graffiti Action Program
• Green Sustainability Programs
• Neighborhood improvement plans

Additional reports we will reference, as appropriate, include but are not limited to:

• Oxnard Downtown District Plan
• Ventura County Regional Bikeways Plan
• Oxnard-Camarillo and Oxnard-Ventura Greenbelt Agreements
• Save Open Space and Agricultural Resources Initiatives
• Ventura Countywide NPDES Stormwater Quality Management Plan

Field Surveys

Through field survey, we will obtain initial photographic coverage of existing site conditions to supplement existing available imagery; topographical maps; plans; study area reports (environmental, geotechnical, land use, etc.); and utility information.

Site Analysis and Evaluation

The purpose of this step is to gain an understanding of how alleys relate to and can work with surrounding contexts, to develop a network of alleys, streets and adjacent community resources (e.g., vacant lots, parks, schools, etc.). Based on the results of the data gathering and field surveys, our team will document and evaluate existing environmental site conditions to identify preliminary design challenges and opportunities to be further studied in subsequent tasks. In so doing, we will be prepared to answer the myriad questions posed in the subsequent needs assessment, public outreach, and plan development tasks.
Task 2 - Needs Assessment ($38,195.00)

The SWA team will review previous studies and planning reports, and conduct hands-on outreach with community and stakeholder groups, further described in the next two sections. Given the extent of work already completed in support of the Green Alleys Plan, we will consider existing resources and plans such as the 2030 General Plan, the Bicycle and Pedestrian Facilities Master Plan, Regional Stormwater and Watershed Enhancement Plans, Urban Water Management Plan and Water Conservation Master Plan, Clean Ocean Gardens Program, Graffiti Action Program, Green Sustainability Program, and neighborhood improvement plans, as appropriate.

We will create a matrix to illustrate the needs, actions, and expected outcomes of implementing actions, based on data gathered in Task 1, and utilizing best practices established by previous similar studies, such as the LA’s Green Streets and Green Alleys Design Guidelines and Standards. The table below presents a preliminary understanding of the needs, potential solutions, and anticipated results.

<table>
<thead>
<tr>
<th>Project Need</th>
<th>Plan Element Solution</th>
<th>How Element Supports Plan Implementation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of stormwater/increased drought frequency and duration</td>
<td>Vegetated shallow planters and bio-swales</td>
<td>Captures and retains stormwater and urban runoff; reduces volume of polluted stormwater; reduces urban heat island effect; and increases carbon storage.</td>
</tr>
<tr>
<td>Lack of access to fresh fruits and vegetables</td>
<td>Community gardens and urban agriculture</td>
<td>Reduces impervious surfaces and resulting urban heat island effect; improves soil makeup; and decreases GHG emissions associated with the long distance transport of food. Improves public access to healthy lifestyle choices.</td>
</tr>
</tbody>
</table>

Attachment No. 1
Page 17 of 34
<table>
<thead>
<tr>
<th>Issue</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unappealing aesthetic of underutilized/blighted alleys/ROWs</td>
<td>Improves air quality; reduces urban heat island effect; and increases carbon storage. Increases safety and security for pedestrians/cyclists.</td>
</tr>
<tr>
<td>Deficient paved surfaces/crumbling infrastructure</td>
<td>Reduces urban heat island effect; reduces volume of polluted stormwater flowing into waterways; and controls channel forming (erosion) and high-efficiency flood events.</td>
</tr>
<tr>
<td>Alternative transportation infrastructure / safe routes to schools</td>
<td>Increases number of bike and pedestrian trips, in turn reducing vehicle trips and GHG emissions. Increases safety and security for pedestrians/cyclists.</td>
</tr>
<tr>
<td>Shortage of available water for irrigation/agriculture</td>
<td>Reduces energy use and carbon emissions; lowers operations and maintenance expenses.</td>
</tr>
</tbody>
</table>

**Planning Committee and Advisory Group**

The SWA team will work with the Planning Committee and Advisory Group to establish goals and objectives for the Green Alley Plan. Throughout the duration of the project, the SWA team will engage the Planning Committee and Advisory Group to ensure that the Green Alleys Plan is coordinated with recently completed and ongoing planning efforts, and that it also leverages the previous investments of involved organizations and City resources. The Planning Committee and Advisory Group will help identify and address potential conflicts as well as opportunities for synergies between the Plan and other relevant plans, policies and procedures.
The Planning Committee and Advisory Group will include senior staff from the Public Works Department, Planning Division of the Development Services Department, Finance Department, City Wide Enhancement Program, and Neighborhood Services. The Planning Committee will also include representatives from the Recreation and Community Services Department and Environmental Resources Division of the Public Works Department to help ensure that existing frameworks for maintenance and trash/recycling collection are considered.

Members of the Planning Committee and Advisory Group will also include representatives from numerous partner organizations and agencies, including but not limited to the following:

- Ventura County Health Care Agency, Public Health Division
- County of Ventura Watershed Protection District
- Watershed Coalition of Ventura County
- Ventura County Transportation Commission (GoVentura)
- Healthy Ventura County
- Central Coast Alliance United for a Sustainable Economy (CAUSE)
- Oxnard ALLIANCE for Community Strength
- Graffiti Task Force
- Neighborhood Councils
- Schools
- Businesses
- Homeowners’ associations

Needs Assessment

The Needs Assessment task will be critical to the success of developing the Green Alleys Plan. In this task, the SWA team will work with the City and Planning Committee to:

- Prioritize appropriate greening strategies (e.g., environmental enhancements, landscaping and hydrological systems integration, urban agricultural opportunities, etc.;
• Identify factors that will inform ‘placemaking’ opportunities (e.g., character/density of surrounding neighborhood, connections to other transit modes, planned/future development on adjacent/nearby properties, etc.); and,

• Synthesize analysis to identify several alleys within a neighborhood that share similar characteristics, and recommend the most appropriate greening and placemaking solutions for each.

**Task 3 - Public Outreach and Community Engagement ($15,113.00)**

We believe that designers should guide collaboration rather than impose solutions. We replace the traditional notion of authorship: “I created this object,” with a new one: “We nurtured this process.”

For the Oxnard Green Alleys Plan, the SWA team will work closely with the City and involved organizations to create opportunities where everyone can voice their opinions in a safe and productive environment—from public workshops open to all interested community members, homeowners’ associations, local organizations and businesses, and Neighborhood Councils; surveys available at locations (in print) and electronically; and a website or Facebook page containing all of the project information, planning issues, ideas, and feedback opportunities.

The public outreach and community engagement program will seek to clarify and deepen community involvement. Good communication is the key to a successful project; many of our staff are bilingual Spanish/English, Russian/English, Mandarin/English, etc. This will promote maximum participation in which all stakeholders can discuss ideas and information, and find resolution for any challenges encountered during the project. The public outreach program will become the campaign for community-wide endorsement and commitment necessary for implementation of the plan.

**Task 4 - Develop Green Alleys Plan ($66,436.00)**

After compiling the results of the preliminary investigations, needs assessment and public outreach tasks, the SWA team will meet with the Planning Committee to review findings and identify areas for further study in the course of developing the Green Alleys Plan. The Draft Plan will include an executive summary of the results of Tasks 1 and 2, along with draft recommendations for demonstration project candidate sites. The Plan will be designed to be user-friendly and will
include illustrative materials (e.g., tables/charts, graphics, renderings, cross-sections, etc.) to effectively communicate content.

 Fundamental to the vision for the green alleys are design goals that encourage:

- Enhanced pedestrian experience: reinforcing the human scale element
- Restoration of ecological performance to mitigate environmental impacts (incorporating LID strategies and drought-tolerant landscaping)
- Improved alternative transportation options (e.g., walking, bicycling, etc.)
- Safety and security 24/7
- Investment opportunities and synergies
- Response to and reflection of the community

The Green Alleys Plan will be consistent with the state’s planning policies in order to preserve and enhance natural ecological and environmental systems; provide healthy lifestyle options for residents in terms of urban agriculture and active transportation; and promote efficient, equitable and sustainable in-fill development.

With this in mind, we will propose incorporation of Low Impact Development (LID) Best Management Practices (BMPs) that promote the use of natural or engineered systems in priority order for infiltration, capture and use, high efficiency bio-filtration or retention system including evapotranspiration, or a combination thereof. In particular, the Green Alleys Plan will focus on identifying projects and policies to better manage stormwater run-off and mitigate heat island effects by use of porous pavements, landscaping, shade tree enhancement and other greening activities in densely developed areas. When implemented, these elements will reduce greenhouse gas emissions consistent with the California Global Warming Solutions Act of 2006.

The plan will include a Plant Palette and give detailed information on best management practices (BMPs) for bioswales, pervious and impervious pavement maintenance, street trees maintenance and health, water quality improvements, and stormwater management, as well as estimated construction costs for demonstration projects, such as community gardens, shade structures and passive recreational programming, active transportation infrastructure improvements, etc.
Written Report

At the culmination of the project, the SWA team will submit a written report to the City that integrates the findings and deliverables of all tasks. The written report will include appropriate maps, illustrations, graphics, photos, concept design drawings, and narrative to support recommendations.

The report will address the suitability of candidate sites, or groupings of candidate alleys that share similar characteristics, as well as the feasibility for implementation of projects (including potential environmental impacts identified). The report will be based upon verifiable data and contain sufficient information and analysis so that a determination may be made on elements including designs, technical feasibility, community impact, funding analysis, inter-agency coordination requirements, and environmental issues.

The report will also identify any financial projections and any other facility or design-related factors which might affect the successful implementation of the project. The report will further identify and estimate project development and operating costs, and specify the level of accuracy of these estimates and the assumptions on which these estimates have been based.

Design Guidelines

Also in this task, SWA will create Design Guidelines for green alley projects, drawing upon existing standards and research; feedback from the public, Planning Committee and Advisory Group; and in consultation with our engineering and environmental consultant team members. The Design Guidelines will be developed to function as a handbook for the City, organizations, and residents that wish to implement a green alley project.

Specific elements we will consider include, but are not limited to:

- Bike and Pedestrian Facilities engineering and specifications
- Transportation Network Connectivity and Universal Accessibility (ADA compliance)
- Landscapes and Hardscapes
- Signage/ Wayfinding and Lighting
- Fixtures, Furnishings and Equipment
In addition, the guidelines will present BMPs including, but not limited to, the following:

- Tree planting guidelines and recommendations for tree/plant care
- Vegetated and non-vegetated retention and detention areas
- Water quality treatment techniques such as bioswales or filtration devices
- Infiltration trenches, basins and dry wells
- Stormwater curb extensions and curb inlets
- Pervious paving materials
- Pavement coloring/reflective surfaces
- Smart irrigation techniques
- Educational/interpretive signage and wayfinding opportunities

We will submit the Draft Design Guidelines and Draft Green Alley Plan to the City Wide Enhancement Program for input and review. After incorporating comments, we will submit the Final Design Guidelines and Draft Green Alley Plan to the City’s project manager for final review and approval.

**Task 5 - Concept Designs for Demonstration Projects ($39,653.00)**

SWA’s collaborative design process is based on a “good, better, best” approach, wherein we will present preliminary design concepts that satisfy project goals and objectives along with proposed design solutions to address challenges and capitalize on opportunities for enhancement. Ultimately, our collaborative design process will result in a well-designed and programmed open space that support long-term operations and maintenance.

Following public review and City Council approval of the Green Alleys Plan, the SWA team will meet with the Planning Committee to identify two to four sites for implementation of green alley projects. SWA designers will develop context-sensitive visuals to illustrate select greening and placemaking strategies to assist the City, Planning Committee and Advisory Group to understand the Concept Designs and associated implementation costs.
Emphasis will be placed on greening alleys in neighborhoods that have the most concrete/fewest trees and are most heavily trafficked by pedestrians and bicyclists. Emphasis will also be placed on economically disadvantaged communities that can benefit most from increased quality of life, enhanced bicycle and pedestrian connectivity and safety, and reduced crime and blight.

**Deliverables:**

Concept boards to include narratives, images, and photographs that capture the essence of each green alley project and reinforce the project vision – reference and character pages that convey the design vision for the demonstration project;

- One (1) to two (2) perspective renderings for each demonstration project
- Draft Plant Palette booklet listing proposed plant materials by use and type;
- Narrative describing site issues related to utilities, grading, and stormwater management, as well as the proposed landscaping materials, finishes, planting, and other elements to be used; and,
- Preliminary construction budget cost estimate for each demonstration project.

**Presentations**

The final Draft Plan and written report will be submitted for public review. The completed Green Alleys Plan will be presented to the Oxnard City Council for input and adoption. The Plan will include illustrative materials (e.g., tables/charts, graphics, renderings, cross-sections, etc.) to effectively communicate content.

Working with an established handbook for Green Alleys, the City will not only enhance the overall quality of life for all community members, but also enable the City’s public realm to serve as a model for cities and towns throughout the region and state.

**Task 6 - Plan Implementation ($9,823.00)**

The SWA team will analyze funding and implementation strategies to identify ways that the community can remain engaged in the implementation, and long-term operations and maintenance of green alley projects. Strategies may include community/neighborhood adoption programs, creation of neighborhood-scale landscape assessment districts, collaboration with youth and
school programs—such as the City Corps' Townkeepers—to provide mentoring and leadership training, and partnerships with local organizations devoted to improving the quality of life in the region.

Of particular importance will be issues related to project permitting and mitigating impacts to operations during construction. Supporting SWA in this effort will be Penfield and Smith, whose engineers will draw on their extensive knowledge of the City street network and past experience with construction of major capital improvement projects in Oxnard to review demonstration project programming and design concepts, and will advise the project team regarding potential impacts, as well as potential ways to mitigate these impacts. These could include:

- Alteration of design concept
- Innovative construction methods
- Development of off-site contractor staging areas.
- Phased construction
- Work hour restrictions
- Multi-modal detours
- Public outreach programs
- Temporary private parking agreements or creation/restoration of on-street parking
- Emergency service personnel coordination
- Mail delivery coordination
- Trash service coordination
- Street sweeping coordination

**Funding Recommendations**

Kestrel will work with SWA to identify funding sources for implementation of green alleys demonstration projects. We will evaluate grants, loans and partnerships with community organizations, schools and businesses. Funding sources may include gas taxes, water quality and park bonds, intergovernmental grants, general fund resources, or through neighborhood
assessment districts created to operate and maintain the green alleys.

Our work will include discussions with Resources Agency staff concerning implementation funding. We will work with City staff to evaluate the structure of the existing neighborhood assessment districts. We will share information about planned stormwater improvements with the Watershed Protection District, and seek collaboration on funding strategies.

Kestrel will produce a summary report for inclusion in the Green Alleys Plan.

Coordination with Partners for Implementation

The Green Alleys Plan encompasses many City government functions including planning, public works, solid waste collection and stormwater management, finance, traffic management, parks, public safety, fire protection, and neighborhood services. A successful planning effort will require coordination with all of the City departments responsible for overseeing these services, as well as the numerous organizations and institutional partners who will be responsible for the implementation of green alleys projects.

The SWA team will provide regular updates to key stakeholders via phone, meetings and email, and sharing information from these stakeholders with the City. We will prepare a staff report and slide presentation for Public Works staff to present to the City Council, to update them on the planning effort. We will help to coordinate the planning team meetings and help to ensure that key people get involved at the right time.

Task 7 - CEQA Documentation ($30,655.00)

The SWA team will coordinate with the Planning Committee to make sure the Green Alleys Plan is compatible with the 2030 General Plan, and other recent and ongoing planning efforts. While we will make every effort in the early stages of the project to avoid sites that pose complex environmental challenges, there may exist some project sites that would require environmental review. Our team CEQA specialist, Rincon Consultants, will prepare any necessary environmental documentation to support project implementation (e.g., Categorical Exemption, Negative Declaration, Mitigated Negative Declaration, etc.).
SWA Commitment to the Project

Our proposed principal leadership, led by SWA Managing Principal Ying-Yu Hung—with critical support provided by Kestrel's Monica Reid—are prepared to provide the expertise and leadership that will fulfill the expectations of the Project Team in making this vision a reality. Interfacing directly with the City, Planning Committee and Advisory Group, and community members, the SWA team will coordinate any necessary logistical challenges related to the project approach and methodology for delivering a quality project on time and on budget.
# Oxnard Green Alleys Schedule

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Start</th>
<th>End</th>
<th>2014/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Jan</td>
</tr>
<tr>
<td>0.1</td>
<td>Grant Administration (ongoing)</td>
<td>1/1/2014</td>
<td>1/1/2015</td>
<td></td>
</tr>
<tr>
<td>0.2</td>
<td>Monthly Meeting with Staff and Consultants</td>
<td>1/2/2014</td>
<td>1/2/2015</td>
<td></td>
</tr>
<tr>
<td>0.3</td>
<td>Quarterly Meetings with Project Team</td>
<td>1/2/2014</td>
<td>1/2/2015</td>
<td></td>
</tr>
<tr>
<td>0.4</td>
<td>Final Report</td>
<td>1/2/2014</td>
<td>1/2/2015</td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Data Gathering/Report Review</td>
<td>1/2/2014</td>
<td>1/2/2015</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Field Survey</td>
<td>1/2/2014</td>
<td>1/2/2015</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Site Analysis and Evaluation</td>
<td>1/2/2014</td>
<td>1/2/2015</td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Identify Goals and Objectives</td>
<td>2/3/2015</td>
<td>2/3/2015</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Draft Planning and Design Guidelines</td>
<td>2/2/2015</td>
<td>2/2/2015</td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Create Map with High Priority Areas</td>
<td>2/2/2015</td>
<td>2/2/2015</td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Media Outreach</td>
<td>2/2/2015</td>
<td>2/2/2015</td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Public Forum #1</td>
<td>2/2/2015</td>
<td>2/2/2015</td>
<td></td>
</tr>
<tr>
<td>3.3</td>
<td>Public Forum #2</td>
<td>2/2/2015</td>
<td>2/2/2015</td>
<td></td>
</tr>
<tr>
<td>3.4</td>
<td>Open House #1</td>
<td>4/22/2015</td>
<td>4/22/2015</td>
<td></td>
</tr>
<tr>
<td>3.5</td>
<td>Open House #2 (optional)</td>
<td>4/29/2015</td>
<td>4/29/2015</td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>Develop Draft Plant Palettes</td>
<td>3/16/2015</td>
<td>3/16/2015</td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Draft Plan for Public Review</td>
<td>3/16/2015</td>
<td>3/16/2015</td>
<td></td>
</tr>
<tr>
<td>4.2b</td>
<td>Incorporate feedback</td>
<td>4/27/2015</td>
<td>4/27/2015</td>
<td></td>
</tr>
<tr>
<td>4.3a</td>
<td>State Review</td>
<td>5/11/2015</td>
<td>5/11/2015</td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Incorporate feedback</td>
<td>5/18/2015</td>
<td>5/18/2015</td>
<td></td>
</tr>
<tr>
<td>5.1</td>
<td>Select high quality priority demonstration areas</td>
<td>3/2/2015</td>
<td>3/2/2015</td>
<td></td>
</tr>
<tr>
<td>5.2</td>
<td>Complete 50% designs for demonstration areas</td>
<td>3/2/2015</td>
<td>3/2/2015</td>
<td></td>
</tr>
<tr>
<td>5.2a</td>
<td>City 50% Design Review</td>
<td>4/9/2015</td>
<td>4/9/2015</td>
<td></td>
</tr>
<tr>
<td>5.3</td>
<td>Complete 100% designs for demonstration areas</td>
<td>4/9/2015</td>
<td>4/9/2015</td>
<td></td>
</tr>
<tr>
<td>5.3a</td>
<td>City 100% Design Review</td>
<td>4/27/2015</td>
<td>4/27/2015</td>
<td></td>
</tr>
<tr>
<td>5.4</td>
<td>Finalize Incorporate feedback</td>
<td>5/8/2015</td>
<td>5/8/2015</td>
<td></td>
</tr>
<tr>
<td>6.1</td>
<td>Develop innovative funding strategy</td>
<td>4/2/2015</td>
<td>4/2/2015</td>
<td></td>
</tr>
<tr>
<td>7.2</td>
<td>Prepare appropriate CEQA documentation</td>
<td>4/16/2015</td>
<td>4/16/2015</td>
<td></td>
</tr>
</tbody>
</table>

**Key:**
- Meeting with Project Team
- Ongoing task
- Outreach Meeting
- Task
- Subtask
- Client review
- Ongoing task (optional)
<table>
<thead>
<tr>
<th>Task</th>
<th>SWA</th>
<th>Kestrel</th>
<th>P&amp;S</th>
<th>Rincon</th>
<th>Cumming</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Landscape Architecture</td>
<td>Grant Administration</td>
<td>Civil/Traffic/Hydro</td>
<td>CEQA</td>
<td>Cost Estimating</td>
</tr>
<tr>
<td>Task 0: Project Management</td>
<td>$26,169</td>
<td>$4,534</td>
<td>$6,370</td>
<td>$1,800</td>
<td>$680</td>
</tr>
<tr>
<td>Task 1: Preliminary Investigations</td>
<td>$22,623</td>
<td>$16,850</td>
<td>$1,740</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 2: Conduct Needs Assessment</td>
<td>$26,135</td>
<td>$10,320</td>
<td>$1,740</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 3: Public Outreach and Community Engagement</td>
<td>$12,069</td>
<td>$3,044</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 4: Complete Green Alleys Plan</td>
<td>$55,754</td>
<td>$5,392</td>
<td>$5,290</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 5: Create Designs for Demonstration Projects (2 concepts)</td>
<td>$30,688</td>
<td>-</td>
<td>$6,245</td>
<td>$2,720</td>
<td></td>
</tr>
<tr>
<td>Task 6: Identify Funding Sources for Implementation</td>
<td>$4,235</td>
<td>$5,588</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal by firm:</strong></td>
<td><strong>$177,673</strong></td>
<td><strong>$18,558</strong></td>
<td><strong>$45,075</strong></td>
<td><strong>$5,280</strong></td>
<td><strong>$3,400</strong></td>
</tr>
</tbody>
</table>

**SWA Team Total Fees:** $249,986  
**SWA Team Estimated Reimbursable Costs:** $24,999
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No.
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

12/14
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 CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>CO</th>
<th>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></td>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>[x] COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>[x] CLAIMS MADE [x] OCCUR.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>[x] OWNER'S &amp; CONTRACTOR'S PROT.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<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></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></td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td></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. ________
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

Attachment No. 1
Page 32 of 34
**GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the “City”)**

**PRODUCER**

<table>
<thead>
<tr>
<th><strong>POLICY INFORMATION:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Company:</td>
</tr>
<tr>
<td>Policy No.:</td>
</tr>
<tr>
<td>Policy Period: (from)</td>
</tr>
<tr>
<td>(to)</td>
</tr>
<tr>
<td>LOSS ADJUSTMENT EXPENSE</td>
</tr>
<tr>
<td>□ Included in Limits</td>
</tr>
<tr>
<td>□ In Addition to Limits</td>
</tr>
</tbody>
</table>

**Telephone:**

**NAMED INSURED**

**TYPE OF INSURANCE**

<table>
<thead>
<tr>
<th>GENERAL LIABILITY</th>
<th>OTHER PROVISIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>□ Claims Made</td>
</tr>
<tr>
<td>COMPREHENSIVE GENERAL LIABILITY</td>
<td>Retroactive Date</td>
</tr>
<tr>
<td>OWNERS &amp; CONTRACTORS PROTECTIVE</td>
<td>□ Occurrence</td>
</tr>
</tbody>
</table>

**COVERAGES**

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

**LIABILITY LIMITS IN THOUSANDS $**

<table>
<thead>
<tr>
<th>EACH OCCURRENCE</th>
<th>AGGREGATE</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td>( )</td>
</tr>
</tbody>
</table>

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) 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 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**

<table>
<thead>
<tr>
<th>CITY OF OXNARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Risk Manager</td>
</tr>
<tr>
<td>Reference No. ______</td>
</tr>
<tr>
<td>300 W. Third Street, Suite 302</td>
</tr>
<tr>
<td>Oxnard, CA 93030</td>
</tr>
</tbody>
</table>

**AUTHORIZED REPRESENTATIVE**

<table>
<thead>
<tr>
<th>□ Broker/Agent</th>
<th>□ Underwriter</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________________</td>
<td>____________________________</td>
</tr>
</tbody>
</table>

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

Signature ____________________________ (original signature required)

Telephone: ( ) Date Signed: ____________

Rev. 12/14

Attachment No. 1
Page 33 of 34

INS-A.doc
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 $ applies to,

with an Aggregate of $. , Per Occurrence □ Per Claim (which)

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

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

AUTHORIZED REPRESENTATIVE

□ Broker/Agent □ Underwriter □

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

Signature ________________________________

(ORIGINAL SIGNATURE REQUIRED)

Telephone: ( ) Date Signed __________________________