DATE: January 12, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, P.E., Public Works Director
Public Works


CONTACT: Lou Balderrama, City Engineer
lou.balderrama@ci.oxnard.ca.us, 385-7839

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Consulting Services Agreement with Hopkins Groundwater Consultants, Inc. (Agreement No. A-7848) for Hydrogeologic Design, Technical Review, and Consulting Support Services for a three year term in an annual amount of $250,000 for a total contract amount not to exceed $750,000.

BACKGROUND

The City’s Purchasing Division and Water Resources Division Water Section prepared a competitive Request for Proposal for hydrogeologic design, technical review, and consulting support services. It was distributed to twenty-two (22) regional hydrogeologic consulting firms, advertised in the local newspaper and on the City’s website. Three firms responded. Public Works-Utilities staff reviewed the proposals and determined Hopkins Groundwater to be the most qualified candidate with extensive knowledge of the rules and regulations relevant to water resources in western Ventura County, as well as relevant regulatory agencies, such as Fox Canyon Groundwater Management Agency (FCGMA), the California Department of Water Resources, the California Department of Public Health, and the California Regional Water Quality Control Board. Therefore, staff recommends that the City award Hopkins Groundwater the contract for hydrogeologic design, technical review, and consulting support services.
The City owns 13 groundwater production wells that are subject to the oversight of the FCGMA, which is charged with maintaining the health of the aquifers of the greater western Ventura County area.

The Water Division requires hydrogeological expertise on various issues that arise on an ad-hoc basis and often require rapid response. In particular, staff requires assistance in:

- Addressing FCGMA issues such as well boundaries, conservation credits and to conduct well maintenance and testing.
- Optimizing the blending of City water sources to increase consistency and efficiency.
- Aid in reviewing various City Water System Master Plans, Water Supply Assessments, Water Supply Verifications, and in commenting on groundwater related issues including potential for injection and storage of imported water.
- The design, monitoring and documentation of “As-Built” details for potable, recycled, injection, extraction, and aquifer storage and recovery well projects.

In addition, the consultant will provide extensive assistance on the pilot Aquifer Storage Recovery Well during final design and construction and will also serve as the City’s representative on the Fox Canyon Groundwater Management Agency’s Technical Advisory Group.

**FINANCIAL IMPACT**

The Agreement is for three years for an annual cost of $250,000 and a total cost not to exceed $750,000. There are sufficient funds in the Fiscal Year 2015/2016 Budget in the Water Operating Fund, Professional Services Account No. 601-6010-842-8209 ($75,000), Capital Project 116505 (Great ASR Wells) Account No. 179-6551-821.82-09 ($20,000), and Professional Services Account No. 601-6551-821.82-09 ($30,000) to fund the remainder of the fiscal year. Funds for future years will be requested in that year’s budget.

**ATTACHMENTS**

#1 - Agreement No. A-7484
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of January, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Hopkins Groundwater Consultants, Inc. ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, City desires to hire Consultant to perform certain professional consulting services specified herein such 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 (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 City Engineer ("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 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. 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 Curtis J. Hopkins 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 12, 2016, and expire on December 31, 2018.
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 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 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 $250,000 per year for the Services at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

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

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, except where such liability was caused by the sole negligence or sole willful misconduct of the Indemnified Party. 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. If the liability is caused by the comparative 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 set forth in paragraph 21(a) 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 that persons other than Consultant are also responsible for the liability 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 the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If liability was caused by the comparative negligence or willful misconduct
of the Indemnified Party, Consultant shall be entitled to reimbursement from the Indemnified Party for the costs of defense in proportion to the established comparative liability.

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. 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.

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 Hopkins Groundwater Consultants, Inc., P.O. Box 3596, Ventura, CA 93006-3596, Attention: Curtis J. Hopkins.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department – Utilities, 305 West Third Street, 3rd Floor East Wing, Oxnard, California 93030, Attention: City 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

CONSULTANT

Curtis J. Hopkins, Principal Hydrogeologist
Hopkins Groundwater Consultants Inc.

APPROVED AS TO INSURANCE:

Joseph Lillio, Risk Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E. Interim Public Works Director
EXHIBIT A

SCOPE OF SERVICES

The City of Oxnard requires hydrogeological services to assist with a specific portion of its diverse municipal water supply system. The scope of work requested and detailed in tasks 1-9 below has two major components:

- Hydrogeological study and the design of recycled water aquifer storage and recovery (ASR) facilities to optimize the utilization of local groundwater resources. The scope of services includes hydrogeologist and engineering geologist services during planning, permitting, predesign, design, bidding, construction, and start-up of the groundwater supply and recycled water aquifer storage and recovery (ASR) facilities (Project). The individual scope of services items that comprise the Project will be authorized as necessary and at the discretion of the City.

- Technical review of water supply documents and professional consulting services to support ongoing groundwater resource planning efforts, planned development projects, and City capital improvements programs. The scope of services includes providing the necessary hydrogeological design, technical review, and hydrogeological consultation support services consistent with ongoing groundwater resource planning, development projects, and capital improvement programs. Professional hydrogeological services shall include the following scope of work. The scope of services is detailed below.

Task 1 – Project Management

The Consultant shall provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided for this project. These services shall include coordination and management of all work performed by Consultant and its sub-consultants. Throughout the project, the Consultant will provide Quality Assurance / Quality Control Measures by involving Consultant’s team of professionals as appropriate for the work being conducted. Consultant (and as appropriate its sub-consultants) shall attend project meetings with City staff and regulating agencies as required for project performance and as requested by City staff.

Deliverables: monthly progress reports that are submitted with Project billing.

Task 2 – Preliminary Investigations

In preparation for each phase of the project, Consultant shall review and assess existing well performance and groundwater water quality data, reports, and record documents that are relative to the project and conduct all the necessary investigations and analyses required to identify and
mitigate project issues that could impact or be impacted by construction and operation of the completed groundwater development project. These services shall include:

1. Review of regulations and applicable codes for which the project must comply
2. Provide hydrogeological analyses to satisfy local and state agency permitting requirements
3. Provide hydrogeological analyses to support City CEQA compliance efforts
4. Conduct geotechnical investigation studies in support of design structures, pavement, and pipelines for the project

Deliverables: as they are required for the specific phase of work:

- Draft and final hydrogeological reports.
- Draft and final groundwater replenishment and reuse reports to complete the Title 22 Engineering reports necessary for indirect potable reuse projects.
- Groundwater models.
- Draft and final geotechnical report.
- Presentation materials for stakeholder meetings or technical workshops

Task 3 – Operational Support

Consultant shall provide operational support services to City staff as requested. Services are anticipated to include hydro-geologic evaluations, and groundwater production studies including, but not limited to the following tasks:

1. Develop groundwater production strategies to balance supplies and avoid penalties in response to Fox Canyon Groundwater Management Agency (FCGMA) reductions in groundwater allocations and Calleguas Municipal Water District (CMWD) reductions in imported water supply.
2. Work closely with Water Operations staff to monitor groundwater pumping and water quality variations on a regular basis and provide blending alternatives for City consideration to maintain a uniform water quality within its system.
3. Review well performance and production capacities to understand the limitations that can develop at each City blending station and determine courses of action to improve the reliability of the groundwater supply.
4. Provide direct observations and support for the aquifer storage and recovery program proposed as part of the City indirect potable reuse project at the Campus Park wellfield location including groundwater monitoring, sample collection and laboratory services, data analysis and reporting as necessary for RWQCB permit compliance.
5. Coordinate with staff and City’s engineering consultants and provide hydrogeological insight on issues that will affect proposed Capital Improvement Projects.

6. Conduct assessments of undocumented wells to determine the appropriate response and the course of action required for well destruction.

7. Provide consultation on FCGMA and State Water Resources Control Board issues that may affect the City groundwater supply and/or the proposed ASR well operations for the City’s indirect potable reuse (IPR) project.

8. Provide support for preparation of the 2015 Urban Water Management Plan, to be prepared by a City consultant, and other planning documents that consider groundwater supplies.

9. Provide support to address FCGMA issues such as: a) groundwater basin responses to the GREAT program delivery of water for agriculture use and pump back allocation for City supply, b) transfers of groundwater allocation during land development, c) conservation credit accounting and reuse, and d) pump back of injection credits accumulated from operation of the Campus Park ASR wellfield.

10. Conduct well performance testing and observations to aid City staff in well maintenance and prepare well rehabilitation options for consideration and final specifications for contractor performance.


12. Conduct ASR demonstration study by injecting purified recycled water and collecting groundwater levels and water quality data at the Campus Park wellfield in compliance with RWQCB waste discharge permit requirements.

13. Develop program and conduct groundwater tracer testing to satisfy conditions in state regulations governing Groundwater Replenishment Using Recycled Water (DPH-14-003E, dated June 18, 2014).

**Task 4 – Permitting**

Consultant shall assist the City with its permitting obligations by identifying, coordinating, preparing, submitting, and managing (as requested), all required permits for groundwater projects that are issued by agencies including, but not limited to:

1. Ventura County Watershed Protection District
2. County of Ventura
3. California Division of Drinking Water
4. California Regional Water Quality Control Board
5. Fox Canyon Groundwater Management Agency  
6. Calleguas Municipal Water District  
7. United Water Conservation District  

**Task 5 - Preliminary Design**

As City Master Plan projects require groundwater development facilities, Consultant will prepare preliminary design reports for well facilities. Consultant will assess hydrogeological conditions that may affect the implementation of a project and consider both natural and regulatory restrictions that may affect project implementation. Based on our understanding of local hydrogeology and well performance criteria, Consultant will develop conceptual designs for preliminary wellfield layouts at proposed IPR sites and preliminary designs for ASR well construction. As part of these efforts, a cost estimate and implementation schedule will be developed and included in the preliminary design report.

For this work task, Consultant shall develop preliminary ASR well designs that are suitable for the site-specific aquifer conditions and the project constraints identified by the City. Well designs will be based on: a) the findings of the hydrogeological feasibility studies, b) the result of discussions with regulatory agencies and potentially affected parties, and c) the City’s selection of well locations and target aquifer zones. Consultant work will be augmented by the sub-consultant services of Mr. David Pyne, with ASR Systems, LLC. Mr. Pyne will be utilized to provide peer review of the ASR well facility designs, discussions with City staff and its consultants about conveyance piping and well pump operational constraints (including downhole control valves), and professional experience with California regulations regarding aquifer storage and recovery of recycled water.

**Task 6 - Design Development**

After completion of Preliminary Design Report(s) and receipt of comments by City and regulatory agencies, Consultant will develop the final design for groundwater production and ASR wells in preparation for project plans and specifications. Subsequently, Consultant will identify logistical constraints that will be considered when compiling the project plans and specifications. Consultant will work directly with City staff to determine if certain accommodations could be provided by the City for the contractor, which would result in lower project costs (i.e., construction water, and area for cuttings storage and/or disposal, etc.). Based on the findings of this effort, Consultant will prepare the special provisions section of the project bid document package that will be required to solicit bids from qualified construction contractors. The special provisions section will include thorough specifications and requirements for the: a) drilling process to be used, b) drilling fluids properties to be maintained, c) the borehole geophysical logs required, d) the type of materials and installation methods to be used, e) the well development procedures to clean the well and gain well production, and f) the final testing of the well that will provide information necessary for design of the permanent pump capacity and setting.
Well construction specifications will provide a detailed description of the specific materials, methods, and procedures required to accomplish the following project components:

1. Mobilization/Demobilization
2. Sound Control and Public Safety
3. Conductor Casing Installation
4. Pilot Borehole Drilling
5. Geophysical Logging
6. Pilot Bore Reaming
7. Caliper Survey
8. Well Casing, Screen, Gravel Tube, and Sounding Tube Assemblages
9. Gravel Pack Envelope
10. Cement Sanitary Seal
11. Well Alignment Test
12. Standby Time
13. Mechanical and Chemical Development
14. Test Pump Installation and Removal
15. Hydraulic Well Development
16. Production Testing
17. Spinner Survey
18. Well Disinfection
19. Concrete Pad or Pedestal
20. Site Clean-up
21. A unit of payment for each project component will be identified and will be based on either an hourly rate, linear footage, lump sum, or other appropriate quantity cost. All well construction conditions will be in accordance with the requirements of the State of California and the County of Ventura.
22. Consultant will prepare an engineer’s opinion of probable costs for well construction activities that is based on current construction costs, anticipated hydro-geologic conditions, actual well design, and permit conditions.
23. A 90 percent draft of the technical specifications document will be provided to the City for its review and comment. The draft will include a well location map and a preliminary well design drawing to supplement the written text. Upon receipt of City review comments, Consultant will finalize the project plans and specifications and deliver one (1) bound copy and an electronic copy (pdf file) to the City for incorporation into the final specifications document. The City will combine these
technical specifications sections with the City’s standard construction project requirements to produce a final and complete project specifications document. Well construction designs and specifications shall follow established City standards.

**Task 7 - Procurement Assistance**

Upon completion of the Technical Specifications Section, Consultant will assist the City in preparing the procurement documents in the City’s format to complete the project plans and specifications in preparation for release. During the bidding period Consultant will attend a pre-bid meeting with the contractors and City personnel to review the critical aspects of the technical specifications for well construction and answer questions about site conditions or specified materials, methods and procedures. Consultant will assist the City with preparation of any technical addendum that may be required during the bidding period to provide clarification of the work specified. Subsequently, Consultant will assist the City by reviewing the formal bids and determining the lowest responsive bidder’s drilling qualifications.

**Task 8 - Post Design Services**

**Preconstruction Meeting.** Upon receipt of all required contract submittals, Consultant will participate with City staff in a preconstruction meeting where construction related details will be discussed specifically for identification and clarification of project-critical issues prior to commencement of work. Specific contacts will be identified for all the parties actively involved to facilitate communication that must be executed in a timely and succinct manner in order to avoid change order claims or project delays. Consultant will assist the City in review and acceptance of construction contractor submittals and drawings for technical compliance with the project plans and specifications. During this process Hopkins will also respond to contractor requests for technical information.

**Construction Inspection and Documentation.** During well drilling and construction, Consultant will monitor contractor activities and document compliance with the construction specifications. Consultant will provide around-the-clock (24-hour) inspection services during the drilling and well construction aspects of the project where this work schedule is required of the contractor and of the work that is critical to the ultimate performance of the well. Consultant will coordinate with City staff and the anticipated Contractor schedule to minimize unnecessary inspection time during mobilization and demobilization, pump installation and removal, site cleanup, etc. as a measure to control contract costs. Consultant will document its observations and conversations with Contractor personnel on daily field reports, which will provide a legal basis to protect the City and minimize its liability and risks. Consultant will review and approve technical submittals required from the Contractor for well construction.

**Lithological Logging and Final Well Design.** During the well drilling process Consultant’s services will include lithological logging of the pilot borehole cuttings, inspection and interpretation of the geophysical electric log, collection of formation samples for conducting laboratory sieve analyses, and monitoring (and if necessary verification testing) of drilling fluid
parameters. After completion of the pilot borehole, the lithological log and geophysical surveys will be correlated to provide a basis for final well design recommendations. The final well design will take into consideration both the fluid quality and quantity of groundwater production that can be inferred from geophysical log interpretation. The final design will consider material types versus project costs, provide sufficient materials strengths, result in prudent screen entrance velocities and up hole velocities, and provide casing diameter/depth considerations.

**Drilling Fluid Monitoring and Materials Inspection.** During pilot borehole reaming activities the drilling fluid parameters will be monitored more closely by Consultant to prevent excessive formation damage that can be caused by drilling fluid invasion. Drilling fluid parameters are important to develop a stable borehole and minimize risk of collapse during the well construction process. After completion of the drilling process, Consultant will monitor well construction to verify that the materials and construction methods used during well installation are in accordance with those specified. Well screen slot openings will be callipered and wall thicknesses measured to verify quality assurance and control is provided on the more critical aspects of well design. Representative samples of the wells select gravel pack materials may be submitted to a laboratory for a grain-size analysis to assure conformance with the specified gradation that will promote low sand production and high well efficiency.

**Well Development and Testing Observations.** Upon completion of well construction activities, Consultant will observe active well development procedures to document development progress and effectiveness. Well development is anticipated to incorporate chemical, mechanical and hydraulic methods in combination to provide quick and reliable development of well screen intervals. During well development pumping and subsequent production testing, Consultant will instrument the pumping well with a pressure transducer and data logger (HERMIT) to obtain accurate water level readings. Water level data will be collected during the variable rate discharge (step) test, constant rate discharge test, and well recovery test periods. Prior to removal of the test pump equipment, the well screen interval will be logged with a spinner tool (if desired by the City). The spinner survey will provide an indication of the zone specific contribution to well production at the time of well construction. This information will be valuable in assessing well plugging that has occurred over time prior to performing future well rehabilitation procedures.

**Final Inspections.** Upon removal of the test pumping equipment and after bailing fill from the bottom of the well, Consultant will inspect the post completion well video, the plumbness and alignment survey, and well chlorination procedures.

**Construction Change Order Processing.** Consultant will assist the City with the review of drilling Contractor change orders that may be submitted over the course of the project. All change order requests will be reviewed and analyzed with regard to the provisions detailed in the technical plans and specifications. Review findings will be submitted to the City in the form of a recommendation for final approval or rejection.
Contractor Invoice Review and Approval. Consultant will review progress payment invoices from the drilling Contractor as they are received to ensure that they are accurate and that the amounts being invoiced are consistent with observations documented in Consultant’s’ daily field reports. Upon completion of our review, the Contractor requests for payment will be forwarded to the City. If there are invoice discrepancies, the items will be identified for City review to facilitate subsequent correction of the invoice amounts.

Task 9 - Project Closeout

Upon the completion of well construction and testing activities, Consultant will assist City staff with closeout of all project activities with the Contractor and deliver all project files to the City. Subsequently, Consultant will assemble a summary of operations report that will be complete with documentation of construction procedures, copies of well logs, and a drawing of “As-Built” well construction details. The well production testing data will be analyzed to estimate aquifer parameters and determine well performance characteristics for use in well interference analyses and to provide recommendations for a permanent pump design and depth setting. Three (3) bound copies and an electronic copy (pdf file) of the final report will be provided to the City for its use and future reference.
## Project Fee Schedule

### Labor Category

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Fee ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expert Witness</td>
<td>$480</td>
</tr>
<tr>
<td>Principal Professional</td>
<td>$240</td>
</tr>
<tr>
<td>Associate Professional</td>
<td>$205</td>
</tr>
<tr>
<td>Senior Professional</td>
<td>$185</td>
</tr>
<tr>
<td>Project Professional</td>
<td>$165</td>
</tr>
<tr>
<td>Staff Professional</td>
<td>$135</td>
</tr>
<tr>
<td>Technician</td>
<td>$115</td>
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</tbody>
</table>

(Prevailing Wage Projects Requiring Technician Labor 1.5 times normal rate)

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Fee ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draftsman/Illustrator</td>
<td>$100</td>
</tr>
<tr>
<td>Word Processor</td>
<td>$85</td>
</tr>
</tbody>
</table>

### Other Expenses

<table>
<thead>
<tr>
<th>Expense</th>
<th>Fee ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Expenses</td>
<td></td>
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<tr>
<td>Reproduction Expenses</td>
<td></td>
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<tr>
<td>Outside services and materials</td>
<td></td>
</tr>
<tr>
<td>Vehicle Mileage</td>
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</tr>
</tbody>
</table>

### Equipment Rental

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Daily Rate</th>
<th>Weekly Rate</th>
<th>Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>MiniTROLL (data logger &lt; 100 FT)</td>
<td>$100</td>
<td>$310</td>
<td>$925</td>
</tr>
<tr>
<td>HERMIT 3000 (data logger)</td>
<td>$125</td>
<td>$400</td>
<td>$1,200</td>
</tr>
<tr>
<td>Pressure Transducer (&lt; 400 FT)</td>
<td>$65</td>
<td>$190</td>
<td>$575</td>
</tr>
<tr>
<td>Pressure Transducer (&lt; 1,000 FT)</td>
<td>$95</td>
<td>$300</td>
<td>$900</td>
</tr>
<tr>
<td>Water Level Sounder</td>
<td>$40</td>
<td>$140</td>
<td>$420</td>
</tr>
<tr>
<td>Stream Flow Meter</td>
<td>$40</td>
<td>$140</td>
<td>$420</td>
</tr>
<tr>
<td>Grundfos RediFlo 2 Sample Pump</td>
<td>$150</td>
<td>$450</td>
<td>$1,350</td>
</tr>
<tr>
<td>Trash Pump (3-inch dia. discharge)</td>
<td>$65</td>
<td>$260</td>
<td>$780</td>
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<tr>
<td>HyDAC/Hanna (Ec, pH, temp. meter)</td>
<td>$45</td>
<td>$140</td>
<td>$420</td>
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<tr>
<td>Horiba U-10 Water Quality Probe</td>
<td>$75</td>
<td>$260</td>
<td>$780</td>
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<tr>
<td>YSI 556MPS Water Quality Probe</td>
<td>$65</td>
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<td>$660</td>
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<tr>
<td>Rossum Sand Tester</td>
<td>$30</td>
<td>$75</td>
<td>$225</td>
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<tr>
<td>Mud Parameter Test Kit</td>
<td>$35</td>
<td>$140</td>
<td>$420</td>
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<tr>
<td>Drilling Fluid/Mud Press</td>
<td>$45</td>
<td>$180</td>
<td>$540</td>
</tr>
<tr>
<td>MFI/SDI Test Kit</td>
<td>$25</td>
<td>$75</td>
<td>$225</td>
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<tr>
<td>Truck Rental (3/4 ton)</td>
<td>$100</td>
<td>$600</td>
<td>$2,400</td>
</tr>
<tr>
<td>Field Computer</td>
<td>$50</td>
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</tr>
<tr>
<td>Digital Camera</td>
<td>$15</td>
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<tr>
<td>GA-52Cxn Magnetometer</td>
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<td>$140</td>
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</tr>
<tr>
<td>Field Handheld GPS Unit</td>
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</tr>
<tr>
<td>Water Quality Bailer (2&quot;)</td>
<td>$45</td>
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<td></td>
</tr>
<tr>
<td>Tedlar Gas Sample Bags</td>
<td>$40</td>
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<td></td>
</tr>
<tr>
<td>Nitrate or Chloride Field Test Kits</td>
<td>$40</td>
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<td></td>
</tr>
<tr>
<td>Electric Generator (220/110 W) (8 hr/day)</td>
<td>$85</td>
<td>$200</td>
<td>$600</td>
</tr>
<tr>
<td>Electric Power Inverter (8 hr/day)</td>
<td>$25</td>
<td>$75</td>
<td>$180</td>
</tr>
<tr>
<td>Downhole Video Camera (hand operated)</td>
<td>$400</td>
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<td></td>
</tr>
</tbody>
</table>

JANUARY 2016
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). Additionally, the workers’ compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. 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.

12/15
INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc
**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.

<table>
<thead>
<tr>
<th>CODE</th>
<th>SUB-CODE</th>
<th>COMPANIES AFFORDING INSURANCE COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
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**INSURED**

Company

Letter A

Specify company names in this space

Company

Letter B

**COVERAGES**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<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>
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</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td>GENERAL LIABILITY</td>
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<td>[x] COMMERCIAL GENERAL LIABILITY</td>
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<td>[ ] CLAIMS MADE</td>
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<td>[x] OWNER'S &amp; CONTRACTOR'S PROT.</td>
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<td>A</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>ALL OWNED AUTOS</td>
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<td>SCHEDULED AUTOS</td>
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<td>HIRED AUTOS</td>
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<td>NON-OWNED AUTOS</td>
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<td>GARAGE LIABILITY</td>
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<tr>
<td>A</td>
<td></td>
<td>EXCESS LIABILITY</td>
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<td>OTHER THAN UMBRELLA FORM</td>
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<tr>
<td>A</td>
<td></td>
<td>WORKERS'</td>
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<td></td>
<td></td>
<td>COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<tr>
<td>A</td>
<td></td>
<td>OTHER</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Errors and omissions insurance or malpractice insurance available for the insured's profession</td>
<td></td>
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<td></td>
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</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**

Rev. 12/15

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ATTACHMENT NO. 1

PAGE 22 OF 30
ENDEAVOR SPECIAL ENDORSEMENT OR THE CITY OF OXNARD (the “City”)}

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)

LOSS ADJUSTMENT EXPENSE
In addition to Limits
Included in Limits

Deductible
Self-Insured Retention (check which) of $ applied to

with an Aggregate of $ applies to

coverage.
Per Occurrence
Per Claim

APPLICABILITY. This insurance pertains to the operations, products and/or

employees of the named insured in excess of the insurance and shall not contribute with it.

PERMIT SCHEDULED LIABILITY

CITY AGREEMENTS/PERMITS

Claim

Claim

Telephone:

AMEND INSURED

Policy

Period: (from) (to)

CITY AGREEMENTS/PERMITS

Declared Excess

Deductible

Self-Insured Retention (check which) of $ applied to

with an Aggregate of $ applies to

coverage.
Per Occurrence
Per Claim

APPLICABILITY. This insurance pertains to the operations, products and/or

employees of the named insured in excess of the insurance and shall not contribute with it.

PERMIT SCHEDULED LIABILITY

CITY AGREEMENTS/PERMITS

Claim

Claim

Telephone:

AMEND INSURED

OTHER PROVISIONS

CLAIMS: Underwriter’s representative for claims pursuant to this

insurance.

Name:
Address:
Telephone: ( )

CITY AGREEMENTS/PERMITS

Claim

Claim

Telephone:

AMEND INSURED

OTHER PROVISIONS

CLAIMS: Underwriter’s representative for claims pursuant to this

insurance.

Name:
Address:
Telephone: ( )

endorsement is attached.

w 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
formed 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)

mises 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

oken 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

bers 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.

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

nance of this endorsement.

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

olved 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.

cept 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

dorsement is attached.

ENDORSEMENT HOLDER

ITY OF OXNARD

n: Risk Manager

Reference No. ______

30 W. Third Street, Suite 302

xnard, 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

( )

Date Signed: ( )

Telephone: ( )

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PAGE 23 OF 30
** сохраним виноград в детстве **
## General Liability

**Type of Insurance:** Commercial General Liability

**Limit:** $2,500 deductible

**Policy Number:** FEIECC17300-02

**Policy Period:** 8/30/2015 - 8/30/2016

**Limits:**
- Each Occurrence: $5,000,000
- Bodily Injury (Per Person): $5,000,000
- Personal & Advertising Injury: $5,000,000
- General Aggregate: $5,000,000
- Products - Commodity Aggregate: $5,000,000
- Umbrella Liability: $5,000,000

## Professional Liability

**Type of Insurance:** Professional Liability

**Policy Number:** FEIECC17300-02

**Policy Period:** 8/30/2015 - 8/30/2016

**Limits:**
- Each Occurrence: $5,000,000 Limit, $5,000 deductible
- Bodily Injury (Per Person): $5,000,000 Limit, $5,000 deductible
- Personal & Advertising Injury: $5,000,000 Limit, $5,000 deductible
- General Aggregate: $5,000,000 Limit, $5,000 deductible
- Products - Commodity Aggregate: $5,000,000 Limit, $5,000 deductible

## Pollution Liability

**Policy Number:** FEIECC17300-02

**Policy Period:** 8/30/2015 - 8/30/2016

**Limits:**
- Each Occurrence: $5,000,000 Limit, $5,000 deductible
- Bodily Injury (Per Person): $5,000,000 Limit, $5,000 deductible
- Personal & Advertising Injury: $5,000,000 Limit, $5,000 deductible
- General Aggregate: $5,000,000 Limit, $5,000 deductible
- Products - Commodity Aggregate: $5,000,000 Limit, $5,000 deductible

## Workers Compensation and Employers' Liability

**Type of Insurance:** Workers Compensation and Employers' Liability

**Policy Period:** 8/30/2015 - 8/30/2016

**Limits:**
- E.L. Each Accident: $5,000,000 Limit, $5,000 deductible
- E.L. Disease - E.A. Employer: $5,000,000 Limit, $5,000 deductible
- E.L. Disease - Policy Limit: $5,000,000 Limit, $5,000 deductible

## Certificate Holder

City of Oxnard

Risk Manager - Reference #A-7848

300 West Third St Suite 302

Oxnard, CA 93030

**Authorized Representative:**

N. Raunsbak, CISR, AINS
Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 8/30/2015 attaches to and forms a part of Policy Number FIECC17300-02. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person’s or organization’s vicarious liability arising out of your ongoing operations performed for that insured.
Automatic Primary and Non-Contributory
Insurance Endorsement
Designated Work Or Project(s)

This endorsement, effective 8/30/2015 attaches to and forms a part of Policy Number FEIECC17300-02. This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of $15,000 and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.
CERTIFICATE OF INSURANCE

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder: HOPKINS GROUNDWATER CONSULTANTS, INC.
Address of policyholder: 2300 ALESSANDRO DR STE 210
Location of operations: VENTURA CA 93001
Description of operations: The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY PERIOD</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>90-S3-1845-1</td>
<td>Comprehensive</td>
<td>12/01/14</td>
<td>BODILY INJURY</td>
</tr>
<tr>
<td></td>
<td>Business Liability</td>
<td>12/01/15</td>
<td>AND PROPERTY DAMAGE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Each Occurrence $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>General Aggregate $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Products - Completed Operations $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Operations Aggregate $1,000,000</td>
</tr>
<tr>
<td>30-XG-9717-2</td>
<td>EXCESS LIABILITY</td>
<td>10/4/15</td>
<td>BODILY INJURY</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10/4/16</td>
<td>AND PROPERTY DAMAGE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(Combined Single Limit)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Each Occurrence $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Aggregate $</td>
</tr>
<tr>
<td>30-BD-5660-5</td>
<td>Workers' Compensation and Employers Liability</td>
<td>01/01/15</td>
<td>Part 1 STATUTORY</td>
</tr>
<tr>
<td></td>
<td></td>
<td>01/01/16</td>
<td>Part 2 BODILY INJURY</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Each Accident $1000000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Disease - Each Employee $1000000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Disease - Policy Limit $1000000</td>
</tr>
</tbody>
</table>

Name and Address of Certificate Holder:

City of Oxnard, its City Council, Officers, Employees and volunteers

Signature of Authorized Representative:

Agent: 11/18/15
Title: Date

Agent's Code Stamp:

AFO Code: F428

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature:

Date:

Agent's Code Stamp:

AFO Code: F428

ATTACHMENT NO. 1
PAGE 28 OF 30
This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

The following policyholder is insured for the coverages indicated below:

**Policyholder**
HOPKINS GROUNDWATER CONSULTANTS, INC.

**Address of policyholder**
2300 ALESSANDRO DR STE 210

**Location of operations**
VENTURA CA 93001

**Description of operations**

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

### POLICY NUMBER | TYPE OF INSURANCE | POLICY PERIOD | LIMITS OF LIABILITY
--- | --- | --- | ---
0-83-1845-1 | Comprehensive Business Liability | 12/01/15 - 12/01/16 | BODILY INJURY AND PROPERTY DAMAGE

- Products - Completed Operations
- Contractual Liability
- Underground Hazard Coverage
- Personal Injury
- Advertising Injury
- Explosion Hazard Coverage
- Collapse Hazard Coverage
- UNOC CVG $1,000,000

### EXCESS LIABILITY POLICY PERIOD | POLICY PERIOD | LIMITS OF LIABILITY
--- | --- | ---
0-XG-9717-2 | Umbrella | 10/4/15 - 10/4/16 | BODILY INJURY AND PROPERTY DAMAGE

- Each Occurrence $1,000,000
- General Aggregate $2,000,000
- Products - Completed Operations Aggregate

0-BD-E566-5 | Workers' Compensation and Employers Liability | 01/01/15 - 01/01/16 |

### POLICY NUMBER | TYPE OF INSURANCE | POLICY PERIOD | LIMITS OF LIABILITY
--- | --- | --- | ---
99 3083-A19-55 | AUTO-11 NISSAN | 07/19/15 - 01/19/16 | 500/500/500 (2,500,000 w/umbrella)

99 3092-A19-55 | AUTO-11 NISSAN | 07/19/15 - 01/19/16 | 500/500/500 (2,500,000 w/umbrella)

99 3091-A19-55 | AUTO-01 FORD PU | 07/19/15 - 01/19/16 | 500/500/500 (2,500,000 w/umbrella)

---

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

**Signature of Authorized Representative**

**Title** | **Date**
--- | ---

**Agent's Code Stamp**

AFO Code 8428

---

**Name and Address of Certificate Holder**

City of Oxnard, its City Council, Officers, Employees and Volunteers

Agreement No. A-7848

00 West Third St, Ste 302

Oxnard, CA 93030

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**ATTACHMENT NO. / PAGE 29 OF 30**
ADDITIONAL INSURED'S NOTICE OF COVERAGE

State Farm Mutual Automobile Insurance Company

NAMED INSURED: HOPKINS GROUNDWATER CONSULTANTS INC
172 EL CERRITO CIR
VENTURA CA 93004-1755

POLICY NO: 0993082-A19-56H
YR/MAKE/MODEL: 2011 NISSAN PICKUP
VIN/CAMPER: 1N6ADDER6C400496
AGENT NAME: JOHN DERR
AGENT PHONE: (805)98B-8895
ENDORSEMENT NO: 6028BU

DATE OF NOTICE: DEC 22 2014
CODE: 34A

NOTE: PLEASE NOTIFY STATE FARM AT THE ADDRESS LISTED AT THE TOP, LEFT CORNER OF THIS PAGE REGARDING ANY CHANGE OF ADDRESS INFORMATION.

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