DATE: December 13, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Thien Ng
Interim Public Works Director

SUBJECT: Carollo Agreement A-8032 for Public Works Engineering (5/10/10)

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That the City Council award and authorize the Mayor to execute Agreement No. A-8032 with Carollo Engineers, Inc. for engineering, regulatory and financial support for the Public Works Department in the amount of $831,600.

BACKGROUND

The City of Oxnard previously contracted with Carollo Engineers, Inc. (Carollo) for recycled water retrofits, development of the public works integrated master plan (PWIMP) and other technical, regulatory and financial assistance through three (3) separate agreements. These agreements are all expiring. This new proposed agreement will combine several carryover tasks from the old agreements and newly identified tasks into a single master agreement.

The new scope of work includes the following:

Task 1 – Water and Environmental Resources (ER) Rate Study Financial Support Services

This task includes efforts related to the continuation and completion of the fees and utility rate analysis. It also includes new efforts such as developing a recycled water financial business plan, and plans for the Water and Environmental Resources (ER) Divisions.
Task 2 – Regulatory/Permitting Support Services
There are three (3) main areas of support contained in this task: 1) finalizing the Report of Waste Discharge (ROWD); 2) finalizing the Local Limits Evaluation; and 3) providing overall permit support.

Task 3 – Master Planning Support Services
This task includes the development of the programmatic environmental impact report (EIR) for the PWIMP, and once the EIR is approved, finalizing the PWIMP.

Task 4 – General Utilities (Wastewater, Water, Recycled Water, and Stormwater) Support Services
This task provides support as needed for the preparation, review, and development of planning documents, schedules, milestones, etc. for water, wastewater, recycled water and stormwater related projects.

The total agreement amount for all carryover and new tasks is $831,600. A cost breakdown for the engineering, regulatory, and financial support services is provided in Exhibit D of the agreement. Carollo anticipates that approximately $450,000 of the contract total will be expended during fiscal year 2017/18, with the balance projected to be spent in fiscal year 2018/19. The table below describes the fiscal year impacts for the new agreement:

<table>
<thead>
<tr>
<th>CAROLLO YEAR 1</th>
<th>CAROLLO YEAR 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>$450,000</td>
<td>$381,600</td>
</tr>
</tbody>
</table>

There is sufficient funding budgeted in Water, Wastewater, ER, and Stormwater Divisions for corresponding tasks included in this proposed agreement.

**STRATEGIC PRIORITIES**

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.

Objective 1a. Complete the Public Works Integrated Master Plan.
Goal 2. Develop an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and storm water.

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

Objective 3b. Set rates and fees to fully recover cost.

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5b. Protect ocean and waterways.

**FINANCIAL IMPACT**

Sufficient funding for this agreement was included in fiscal year 2017/18 budget in the amount of $450,000. The table below designates the spending plan for the agreement:

<table>
<thead>
<tr>
<th>FY17/18</th>
<th>Water</th>
<th>Wastewater</th>
<th>RW</th>
<th>ER</th>
<th>Stormwater</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$176,874</td>
<td>$168,493</td>
<td>$37,399</td>
<td>$55,052</td>
<td>$12,182</td>
<td>$450,000</td>
</tr>
<tr>
<td>FY18/19</td>
<td>$154,359</td>
<td>$167,502</td>
<td>$39,105</td>
<td>$16,576</td>
<td>$4,058</td>
<td>$381,600</td>
</tr>
</tbody>
</table>

**ATTACHMENTS:**

Attachment A: Carollo A-8032
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 5th day of December, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Carollo Engineers, 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 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"). Should there be any conflict between this Agreement and any exhibit, the Agreement shall govern.

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 Project Manager ("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. City shall arrange for access to and make all provisions for Consultant to enter upon public property as required for Consultant to perform the Services.

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 Tracy Clinton 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. City shall furnish Consultant available studies, reports and other data pertinent to Consultant’s services; and obtain or authorize Consultant to obtain or provide additional reports and data as required. Consultant shall be entitled to use and rely upon all such information and services provided by City or others in performing the Services.

12. **Term of Agreement**

This Agreement shall begin on December 5, 2017, and expire on June 30, 2019.
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 $831,600 for the Services at rates provided in the Rate Schedule in Exhibit C, and the Estimated Cost Schedule in Exhibit D, both of which are attached hereto and incorporated by this reference in full herein. Should there be any conflict between Exhibits C and D, Exhibit C shall govern.

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. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties other than Consultant’s agents and/or subcontractors, if any; and quality, type, management, or direction of operating personnel. Therefore, Consultant makes no warranty that City’s actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant’s opinions, analyses, projections, or estimates due to the aforementioned unknown information.

e. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.
f. 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, specifications, 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.
Agreement No. A-8032

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.

d. Documents and materials prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City. Any reuse of completed documents or materials, or any use of partially completed documents or materials, without written verification or concurrence by Consultant for the specific purpose intended will be at the City’s sole risk and without liability or legal exposure to Consultant.

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. Hold Harmless, Indemnity and Defense

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, allegations, 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 (the “Claims”). 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. When the Claim arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Consultant or its employees, agents or subcontractors, 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 that persons other than Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party when the Claim arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. 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 it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys’ fees and defense costs.

c. For services under both 21a and 21b, 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 18704 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**
Agreement No. A-8032

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**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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-prevaling 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 Carollo Engineers, Inc., 2700 Ygnacio Valley Rd. Ste 300, Walnut Creek, CA 94597, Attention: Tracy Clinton, Associate Vice President.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department, 305 West Third Street, Oxnard, California 93030, Attention: Thien Ng, Project Manager.

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 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.

43. Third Parties

The Services are intended solely for the benefit of the City. No entity other than the City, and no person other than City employees and agents, shall be entitled to rely on Consultant’s performance of the Services.

[Signatures on next page]
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

- Tim Flynn, Mayor
  Date
  (If agreement is $250,000.01 or more)
- Greg Nyhoff, City Manager
  (If agreement is $25,000.01-$250,000.00)
- Lisa Boerner, Purchasing Agent
  (If agreement is up to $25,000.00)

CONSULTANT

- Kenneth A. Wilkins
  Date
  Senior Vice President

- Tracy A. Clinton
  Date
  Associate Vice President

ATTEST:

Michelle Ascencio, City Clerk
(Date)
(If agreement is $250,000.01 or more)

APPROVED AS TO FORM:

- Stephen M. Fischer, City Attorney
  Date
  (Required for any agreement amount)

APPROVED AS TO CONTENT:

- Thien Ng
  Date
  Interim Public Works Director
  (Required for any agreement amount)

- Ruth Obama, Assistant City Manager
  Date

APPROVED AS TO AMOUNT:

- Greg Nyhoff, City Manager
  Date
  (If agreement is $250,000.01 or more)

APPROVED AS TO INSURANCE:

- Mike More, Risk Manager
  Date
  (Required for any agreement amount)

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;

- For an LLC, the signatures of at least two managers of the LLC; or

- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT REMOVE THIS BOX

AGREEMENT FOR PROFESSIONAL SERVICES (V-01/25/17)
SCOPE OF WORK

Task 0 – Project Management

Provide oversight and management of the development of work products and all deliverables. Provide regular updates to the City on project budget and status, coordinate and participate on phone calls and emails. Manage the subconsultants and their scopes, budgets, schedules.

Task 1 – Financial Support Services

This task includes continuation of some efforts such as the Fees and Utility Rates Analysis and Utilities Rates and Charges Model. It also includes some new efforts such as developing a recycled water financial business plan, Water Division rates updates five-year plan, and Environmental Resources Division updates five-year plan.

1.1 Fees and Utility Rates Analysis - Continue and complete the update of water and wastewater development fees. The fees will be designed to equitably recover the costs to provide capacity to serve new developments and will adhere to California Government Code § 66000. The calculations will incorporate work previously completed on the water and wastewater cost of service analyses, the updated capital improvement plans (CIPs), and previous work completed related to the development fees.

1.2 Utilities Rates and Charges Model - Carollo developed the rates and charges model that was used for the Wastewater and Water Cost of Services Studies (Carollo 2017). The model was designed to incorporate the input from the CIP financial analyses and estimated operations & maintenance (O&M) costs from the Public Works Integrated Master Plan (PWIMP). This effort includes supporting the City as needed with updates to the model, developing and running various model runs, and meetings with the City staff, management, and Council regarding the model runs and outcomes, as well as performing additional financial analyses as directed by the City.

1.3 Recycled Water Financial Business Plan - Develop a financial business plan for the recycled water system. This effort will include:
   - Review and consideration of the existing recycled water agreement(s).
   - Develop business plan model to test various recycled water program scenarios and assess their impacts on the water utility.
   - Attend meetings with the City staff, management, and Council.
   - Attend meetings with the stakeholders such as United Water, Port Hueneme, etc as requested.
   - Develop a draft and final tech memo of the analysis, findings, and outcomes.

1.4 Water Rates Update (five-year plan) -
Work closely with City staff to update the water cost of service analysis to develop a five-year rate plan. It is anticipated that several scenarios with varying levels of O&M and capital expenditures will be reviewed. Consultant envisions completing the following tasks to update the cost of service study:
   - Develop rate increase scenarios for various O&M and CIP options as defined by the City
   - Analyze updated billing data for City and Other users to determine current usage and characteristics

AGREEMENT FOR PROFESSIONAL SERVICES (V-01/25/17)
Agreement No. A-8032

- Develop projection of water usage by customer type and consumption tier (where applicable) to be incorporated into the analysis
- Incorporate results of the Recycled Water Financial Business Plan into the water rate analysis
- Incorporate selected scenario into cost of service and rate design analyses
- Provide updated proposed rates for:
  - In-City potable water customers;
  - In-City recycled water customers;
  - Oceanview domestic and irrigation customers; and
  - Potable contract customers.

Water cost of service report update for five-year rate plan - Provide an updated water cost of service study based on the selected scenario to support a five-year rate plan.
- Update and provide a draft water cost of service study report based on the selected scenario.
- Provide final water cost of service study report after City review.

Water Utility Rate Advisory Panel (URAP) support for five-year rate plan - Attend and assist in preparation for the URAP meetings that the City will conduct. Up to four (4) URAP meetings are assumed. As directed by City staff, Consultant will:
- Prepare presentation materials such as PowerPoint presentations, handouts, graphics, etc.
- Present materials related to the rate study process and results.
- Field questions from URAP participants in person.
- Provide written responses to questions or comments provided in person or by other means.

Utilities Task Force (UTF) and Council meetings - Attend and present at up to three (3) public meetings. It is anticipated that the meetings will include one (1) UTF meeting and two (2) City Council meetings.
- Prepare materials for City staff and City Council meetings as directed by City staff.
- Attend review meetings and workshops with City staff as requested by City staff.
- Attend limited City Council meetings as requested by City staff.

1.5 Environmental Resources Rates Update (five-year plan) - Work closely with City staff to update the Environmental Resources Division’s cost of service analysis to develop a five-year rate plan. It is anticipated that several scenarios with varying levels of O&M and CIP expenditures will be reviewed. Consultant envisions completing the following tasks to update the cost of service study:
  - Develop rate increase scenarios for various O&M and CIP options as defined by the City.
  - Analyze updated billing data for City and Other users to determine current usage of refuse, recycling and green waste services by customer class and type.
  - Incorporate selected scenario into cost of service and rate design analyses
  - Address specific rate structure issues such as charges for extra containers as directed by the City.
  - Provide updated proposed rates for the City’s Environmental Resources customers.

Environmental Resources cost of service report for five-year rate plan - Consultant will provide an updated Environmental Resources cost of service study report based on the selected scenario to support a five-year rate plan.
  - Update and provide a draft cost of service study report based on the selected scenario.
  - Provide final Environmental Resources cost of service study report after City review.

UTF and Council meetings - water model updates for five-year rate plan.
Consultant will attend and present at up to three (3) public meetings. It is anticipated that the meetings will include one (1) UTF meeting and two (2) City Council meetings.
Agreement No. A-8032

- Prepare materials for City staff and City Council meetings as directed by City staff.
- Attend review meetings and workshops with City staff as requested by City staff.
- Attend limited City Council meetings as requested by City staff.

Task 2 – Regulatory/Permitting Support Services

This task consists of three (3) main areas for support – finalizing the Report of Waste Discharge (ROWD), finalizing the Local Limits Evaluation, and providing overall permit support. These items are further defined below.

**Report of Waste Discharge** - A draft ROWD was developed and submitted to the Los Angeles Regional Water Quality Control Board (RWQCB) for its review and consideration. This task effort would be to work with the City and the RWQCB to finalize the ROWD as needed. This effort could include items that include but are not limited to:

- Meetings with the City and/or RWQCB – by phone or in person, as needed
- Additional efforts as requested by the City to develop the final ROWD
- Developing the final ROWD report to meet the City and RWQCB needs

**Local Limits Evaluation** - Two draft reports have been prepared and submitted to the City (September 2015 and June 2017). Additional meetings and discussions were needed following submittal of the first draft, and substantial modifications were made to produce the second draft report. The final report will be submitted to the RWQCB after the report and the public notification process are completed.

The purpose of this task is to complete the final draft and final reports and to assist the City with roll-out of the final local limits and adoption by City Council, following RWQCB review. This task includes work efforts as follows:

- Completion of Final Draft Local Limits Evaluation
- Assisting the City with development of presentation materials for the UTF
- Development of a pretreatment program cost recovery policy covering standard discharge fees/surcharges, and monetary penalties for discharge violations.
- Preparation of the Final Draft Local Limits Evaluation (estimated in mid-2018) to address RWQCB comments on its review of the Final Draft report. This task includes providing a letter to the RWQCB with written responses to its comments. Since the extent of the comments is unknown, the level of effort needed to finalize the local limits report cannot be confirmed at this time.
- Presentation of the local limits to industrial dischargers. One meeting is assumed
- Presentation of the local limits to City Council at the start of the 30-day public hearing. One presentation is assumed.
- Revision of the Sewer Use Ordinance (SUO) to incorporate the new local limits and narrative limits. Includes one meeting with the City and its legal counsel to review and discuss red-lined changes to the SUO.
- Additional assistance as requested by the City during the roll-out of the local limits program through submittal of the City's formal submittal of the revised SUO to the RWQCB.

**Overall Utilities Permits Support** - Support the City as needed with its water, wastewater, recycled water, and stormwater permits and renewals. This could include: meetings/discussions with the regulators, review of existing documents and conditions, developing permit revisions for letters to the regulators, and more activities as requested by City staff relating to utilities permits.
Task 3 – Master Planning Support Services

This task includes development of the programmatic environmental impact report (EIR) for the integrated master plans, and once approved environmentally, finalizing the integrated master plans.

Programmatic EIR for the PWIMP - In December 2015, Carollo delivered the Final Draft PWIMP, including water, wastewater, recycled water, stormwater, and streets. A part of the Integrated Plan contract was to also develop the associated rates and fees and the CIP. The PWIMP was updated and re-published as a Revised Final Draft September 2017 version to incorporate the approved projects from the Water and Wastewater Cost of Service Studies (Carollo, 2017).

Council received and filed the Final Draft PWIMP on October 3, 2017, without taking any formal action and authorized staff to move forward with the environmental documentation.

The environmental activities completed under the PWIMP Phase 1 included:
- Preparing the draft project description and alternatives (based on the 2015/16 PWIMP),
- Preparing the public notice of preparation (NOP) and notice of intent (NOI),
- Conducting two public scoping meetings – held in 2016, and
- Conducting City consultation.

The main intent of this effort is to continue the environmental process to develop a programmatic EIR. The environmental process and documentation will be developed by our subconsultant SMB Environmental (SMB). SMB’s role will be to prepare a programmatic EIR pursuant to CEQA-Plus requirements for the implementation of the City’s proposed CIP. In addition, the City may be interested in applying for grants and/or loans under the State Revolving Funds Loan Program (SRF) and any upcoming water bond grants. The SRF is administered by the State Water Resources Control Board (State Board) on behalf of the U.S. Environmental Protection Agency (USEPA) for ensuring that the project adheres to federal environmental regulations, including the Endangered Species Act, the National Historic Preservation Act (NHPA) and the General Conformity Rule for the Clean Air Act (CAA), among others. The USEPA has chosen to use the CEQA as the compliance base for California’s SRF, in addition to compliance with ESA, NHPA, and CAA. Collectively, the State Board calls these requirements CEQA-Plus. Additional federal regulations may also apply.

This Phase 2 effort is for development and filing of the complete PWIMP’s programmatic EIR. Specific tasks include:
- Update project description based on September 2017 revised final draft documents – including description of all of the individual project(s) within the PWIMP that articulates the PWIMP’s goals and objectives, the geographic location and footprint for all the physical improvements associated with the proposed project(s), and a comprehensive description of the proposed project’s technical, operational, economic, engineering, and construction features/details as well as two alternatives, including the no project/action alternative.
- Prepare administrative draft CEQA-Plus programmatic EIR, including a discussion of potential environmental impacts associated with implementation of the proposed PWIMP program using criteria outlined in CEQA-Plus guidelines for the following environmental resources topics:
  - Aesthetics/visual
  - Air quality and climate change
  - Biological resources
  - Cultural resources
  - Geology/soils
  - Hazards and hazardous wastes
Agreement No. A-8032

- Hydrology/water quality/groundwater
- Land use/agriculture
- Noise and vibration
- Public health and safety
- Public services/utilities
- Recreation
- Transportation/traffic
- Growth/cumulative impacts

- Prepare biological assessment – as required for CEQA-Plus
- Prepare Section 106 cultural resources report – as required for CEQA-Plus
- Prepare Clean Air Act conformity report - as required for CEQA-Plus
- Prepare public draft CEQA-Plus programmatic EIR - As part of this effort, SMB will prepare the necessary notice of completion (NOC) and notice of availability (NOA) documents and assist the City in distributing the public draft CEQA-Plus programmatic EIR to the public. This version of the document will be distributed for a 45-day public review period. During the 45-day public review period, SMB will conduct a public meeting to receive public comments on the public draft CEQA-Plus programmatic EIR.
- Prepare responses to EIR comments – After the 45-day review period, SMB will compile the comments received and prepare appropriate responses.
- Prepare final CEQA-Plus programmatic EIR, findings, mitigation monitoring and reporting plan (MMRP)
- Agency meetings and coordination as needed – including City, agencies that provided comments during the NOP process, and the State Board to review the proposed approach and obtain their feedback regarding studies required to obtain funding under the SRF.

Carollo will support SMB with needed review of information, graphics development, meetings attendance/input, and support as needed.

Finalize Integrated Master Plans – Once the plans are environmentally approved and a final programmatic EIR is developed, the PWIMP can then be finalized. Finalizing the master plans would include updating the executive summary and the summary report as needed. The project memorandums would remain as originally developed so the City has an accurate record of what was developed and analyzed at the time of the original planning project.

Task 4 - General Utilities (Wastewater, Water, Recycled Water, and Stormwater) Support Services

4.1 Recycled Water/Distribution System - Provide support as requested by the City for preparation, review, and/or development of recycled water planning documents, schedules, milestones, etc. Planning support will be provided including, but not limited to the following:
- Engineering reports required by the California Division of Drinking Water (DDW) for reuse irrigation sites,
- Indirect potable reuse engineering report for RWQCB and DDW for aquifer storage and recovery (ASR) sites, and
- Review and oversight quality assurance/quality control of suggested implementation of the ASR/ indirect potable reuse (IPR) system
- Program management schedule review and development
- Recycled water hydraulic modeling support

4.2 Wastewater/Collection System - Provide support as requested by the City for preparation, review, and/or development of wastewater planning documents, schedules, milestones, etc. Planning support will be provided including but not limited to the following:
- Wastewater treatment and/or collection review and oversight QA/QC of suggested implementation projects
• Wastewater hydraulic modeling support

4.3 Water/Distribution System - Provide support as requested by the City for preparation, review, and/or development of water planning documents, schedules, milestones, etc. Planning support will be provided including but not limited to the following:
  • Water treatment, operations and/or distribution system review and oversight QA/QC of suggested implementation projects
  • Water hydraulic modeling support

4.4 Stormwater System - Provide support as requested by the City for preparation, review, and/or development of stormwater planning documents, schedules, milestones, etc. Items have not been identified as of yet, so this would help support the City with questions on the stormwater model and also identifying the issues needing support.
## EXHIBIT B

### SCHEDULE OF SERVICES

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Subtask No.</th>
<th>Task Description</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td></td>
<td><strong>NOTICE TO PROCEED</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td><strong>Project Management</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td></td>
<td><strong>Financial Support Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td></td>
<td><strong>Fees and Utilities Rates Analysis</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td></td>
<td><strong>Utilities Rates and Charges Model</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td></td>
<td><strong>Recycled Water Financial Business Plan</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td></td>
<td><strong>Water Rates Update (5-Year Plan)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td><strong>Regulatory/Permitting Support Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td></td>
<td><strong>Report of Waste Discharge</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td></td>
<td><strong>Local Limits Evaluation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td></td>
<td><strong>Existing Permits Support</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td><strong>Master Planning Support Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td></td>
<td><strong>Programmatic EIR for the Integrated Master Plans</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td></td>
<td><strong>Finalize Integrated Master Plans</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td><strong>General Utilities (WW/WR/RR/SS) Support Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td></td>
<td><strong>Recycled Water/Distribution</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td></td>
<td><strong>Wastewater/Collection System</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td></td>
<td><strong>Water/Distribution System</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td></td>
<td><strong>Stormwater System</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Milestone, Meeting, or Deliverable

The City's Project Manager and Tracy Clinton collectively may amend this schedule in writing.
EXHIBIT C

Agreement No. A-8032

RATE SCHEDULE

<table>
<thead>
<tr>
<th>Engineers/Scientists</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Professional</td>
<td>$155.00</td>
</tr>
<tr>
<td>Professional</td>
<td>$190.00</td>
</tr>
<tr>
<td>Project Professional</td>
<td>$225.00</td>
</tr>
<tr>
<td>Lead Project Professional</td>
<td>$245.00</td>
</tr>
<tr>
<td>Senior Professional</td>
<td>$265.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Technicians</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Technicians</td>
<td>$125.00</td>
</tr>
<tr>
<td>Senior Technician</td>
<td>$145.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Support Staff</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Document Processing / Clerical</td>
<td>$95.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subconsultants</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cost +5%</td>
</tr>
</tbody>
</table>

The prices listed above shall be effective through the term of this Agreement. If Carollo Engineers, Inc. wishes to amend its prices, it shall notify the City in writing by August 1st of each year of the prices effective that following November 15th. By October 1st, the City’s Purchasing Agent may authorize continuing the Agreement at the new prices, terminate the Agreement, or continue the Agreement at other negotiated prices.
## CITY OF OXNARD
Engineering, Regulatory, and Financial Support Services

Date: Updated November 16, 2017

<table>
<thead>
<tr>
<th>Subtask</th>
<th>Task No. No.</th>
<th>Task Description</th>
<th>Anticipated Task Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>Project Management</td>
<td>$44,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>TASK 0 SUBTOTAL</em></td>
<td>$44,000</td>
</tr>
<tr>
<td>1</td>
<td>1.1</td>
<td>Financial Support Services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.1</td>
<td>Fees and Utility Rates Analysis (Connection Fees)</td>
<td>$31,500</td>
</tr>
<tr>
<td></td>
<td>1.2</td>
<td>Utilities Rates and Charges Model (Ongoing Support)</td>
<td>$34,500</td>
</tr>
<tr>
<td></td>
<td>1.3</td>
<td>Recycled Water Business Plan</td>
<td>$31,800</td>
</tr>
<tr>
<td></td>
<td>1.4</td>
<td>Water Rates Update (5-Year Plan)</td>
<td>$61,500</td>
</tr>
<tr>
<td></td>
<td>1.5</td>
<td>Environmental Resources Rates Update (5-Year Plan)</td>
<td>$43,500</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>TASK 1 SUBTOTAL</em></td>
<td>$202,800</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Regulatory/Permitting Support Services</td>
<td>$142,400</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>TASK 2 SUBTOTAL</em></td>
<td>$142,400</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>Master Planning Support Services</td>
<td>$400,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>TASK 3 SUBTOTAL</em></td>
<td>$400,000</td>
</tr>
<tr>
<td>4</td>
<td>4.1</td>
<td>General Utilities (WW, Wtr, RW and SW) Support Services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4.1</td>
<td>Recycled Water/Distribution System</td>
<td>$21,200</td>
</tr>
<tr>
<td></td>
<td>4.2</td>
<td>Wastewater/Collection System</td>
<td>$6,360</td>
</tr>
<tr>
<td></td>
<td>4.3</td>
<td>Water/Distribution System</td>
<td>$10,600</td>
</tr>
<tr>
<td></td>
<td>4.4</td>
<td>Stormwater System</td>
<td>$4,240</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>TASK 4 SUBTOTAL</em></td>
<td>$42,400</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CONTRACT TOTAL</td>
<td>$831,600</td>
</tr>
</tbody>
</table>

* Subconsultant Budget includes 5% sub mark-up

Costs for individual tasks are estimated. Unused funds for a particular task may be utilized for alternate tasks.
AGREEMENT NO. A-8032

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 CA 0001) 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 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 sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

   City of Oxnard
   Insurance Compliance
   Reference No. A-8032
   P.O. Box 100085 - OX
   Duluth, GA 30096
   Via Email: cityofoxnard@ebix.com
   Via Fax: 678-259-1007

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 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.
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

 ISSUER DATE (MM/DD/YY)

PRODUCER

CODE    SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

<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 [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNERS' &amp; CONTRACTORS' PROT.</td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $1,000,000</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td>AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS COMPOP AGG. $1,000,000</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>PERSONAL &amp; ADV. INJURY $1,000,000</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FIRE DAMAGE (Any one fire) $</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED. EXPENSE (Any one person) $</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>COMBINED SINGLE $1,000,000</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>LIMIT (Per person) $</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY $</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(Per accident) $</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE $</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE $</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE $</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>STATUTORY LIMITS</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EACH ACCIDENT $1,000,000</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DISEASE-POLICY LIMIT $1,000,000</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DISEASE-EACH EMPLOYEE $1,000,000</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Minimum coverage $1,000,000</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Each consultant $500,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>&amp; listed sub-consultant</td>
</tr>
</tbody>
</table>

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8032
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDORSE 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. 11/17 INS-A.doc
GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

PRODUCER

POLICY INFORMATION:

Insurance Company:
Policy No.:
Loss Adjustment Expense:

☐ Included in Limits
☐ In Addition to Limits

☐ Deductible
☐ Self-Insured Retention (check which) of $__________

with an Aggregate of $__________ applies to

☐ Per Occurrence
☐ Per Claim

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE
☐ Occurrence

RETROACTIVE DATE

NAMED INSURED

Other Provisions

CLAIMS: Underwriter's representative for claims pursuant to this

insurance.

Name: ____________________________
Address: ____________________________
Telephone: _________________________

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

1. INSURED. The City, its officers, agents, 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)
persons leased to 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 of which such person or organization would have as a claimant if not so included.

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

written notice by receipted delivery has been given to the City.

5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage

provided to the City, its officers, agents, employees or volunteers.

6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Att: Insurance Compliance
Reference No. A-8032
P.O. Box 100085 - OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐

____________________________ (print/type name), warrant that I have authority to bind

the above-mentioned insurance company and by my signature hereon do so bind this

company to this endorsement.

Signature ____________________________ (original signature required)
Telephone: __________________ Date Signed: __________________

Rev. 11/17 INS-A.doc
**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT**

**FOR THE CITY OF OXNARD (the “City”)**

**SUBMIT IN DUPLICATE**

**ENDORSEMENT NO.** Issue Date (MM/DD/YY)

**PRODUCER**

- **Insurance Company:**
  - **Policy No.:**
  - **Policy Period: (from) to (to)**
  - **Loss Adjustment Expense**: Included in Limits
  - **Deductible**: Self-Insured Retention

**Telephone:**

**NAMED INSURED**

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

**CITY AGREEMENTS/PERMITS**

**TYPE OF INSURANCE**

- **COMMERCIAL AUTO POLICY**
- **BUSINESS AUTO POLICY**
- **OTHER**

**LIMIT OF LIABILITY**

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

**OTHER PROVISIONS**

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

- **Name:**
- **Address:**
- **Telephone:**

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

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

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

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

4. **CANCELLATION NOTICE.** With respect to the interests of the City, the insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by certified 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: Insurance Compliance

Reference No. A-8032

P.O. Box 100085 – OX

Duluth, GA 30098

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

**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 _______________