



CITY OF OXNARD

CAPITAL PROJECTS MANAGEMENT DIVISION

**REQUEST FOR PROPOSAL (RFP)
FOR
MARINE ENGINEERING CONSULTING
SERVICES IN MANDALAY WATERWAYS**

**PROPOSALS MAY BE MAILED
OR DELIVERED IN PERSON
TO THE PURCHASING OFFICE AT
300 WEST THIRD ST., SUITE 202, OXNARD, CA 93030**

**PROPOSALS MUST BE RECEIVED BY 4:00 P.M.
ON THE DATE INDICATED BELOW:**

April 1, 2010

**CITY OF OXNARD
REQUEST FOR PROPOSAL
MARINE ENGINEERING CONSULTING SERVICES IN MANDALAY WATERWAYS**

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**CITY OF OXNARD
REQUEST FOR PROPOSAL
MARINE ENGINEERING CONSULTING SERVICES IN MANDALAY WATERWAYS**

INSTRUCTIONS TO PROPOSERS

RECEIPT AND OPENING OF PROPOSALS

The City of Oxnard invites qualified consultants to submit proposals to provide professional consulting services for Marine Engineering Services In Mandalay Waterways. Proposals will be received in the Purchasing Office by **4:00 p.m.** on April 1, 2010.

An envelope containing one (1) executed original and eight (8) signed copies of the proposal must be sealed and addressed to City of Oxnard Purchasing Office, 300 W. Third St., Suite 202, Oxnard, California 93030, Attention: Heather Mooney, Buyer, and must be marked "RFP – MARINE ENGINEERING CONSULTING SERVICES IN MANDALAY WATERWAYS". The envelope must show the proposer's name and address.

Proposals will not be opened publicly. Any proposal received after the established closing date and time will not be accepted and will be returned to the proposer unopened.

Proposals may be withdrawn upon written request at any time prior to the established closing date and time. The proposer or the proposer's authorized agent must sign such request.

EXAMINATION OF REQUIREMENTS

Each proposer must carefully examine the requirements contained herein. Upon receipt of responses hereunder, each proposer shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a proposer from any obligation in respect to this proposal as submitted. Any misinterpretation of the requirements is solely that of the proposer's.

PREPARATION OF PROPOSAL

As described in Section C “Consultant Qualifications and Responsibilities”, Proposals must be submitted in the following format:

1. Cover letter of introduction.
2. Experience related to Marine Engineering.
3. Qualifications of staff.
4. References of at least three (3) previous clients for whom proposer has provided similar services in the last five (5) years.
5. In addition, any material that will add to the persuasiveness of your proposal may be included.

However, if the materials do not directly address the stated requirements, please include them in an appendix or a separate volume. The City will review and consider all material submitted, but will concentrate on the material that directly addresses the City’s stated needs.

Your proposal must be signed and dated in ink by the owner, partner, or corporate officer of the company, or by an agent duly authorized to represent the contractor under this proposal. Include the name and position held within consultant’s organization.

SITE INSPECTION

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the agreement and to verify any representations made by the City upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the consultant for additional compensation.

ADDENDA AND INTERPRETATION

No interpretation of the meaning of the specifications or other proposal documents will be made to any proposer orally. Proposers are not to contact any individual other than the Buyer. Every request for such interpretation must be in writing and addressed to: Buyer, City of Oxnard, 300 W. Third St., Suite 202, Oxnard, CA 93030 and, to be given consideration, must be received at least seven (7) days prior to the date fixed for the closing of bids. Requests for interpretation may be faxed to the Buyer at (805) 385-7495. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be faxed and mailed by certified mail with return receipt requested to all known prospective proposers (at the respective addresses furnished for such purposes), no later than seven (7) calendar days prior to the date fixed for the closing of proposals. Addenda required later than seven (7) calendar days prior to the proposal closing date may cause a postponement in the proposal closing date. Failure of any proposer to receive any such addendum or interpretation shall not relieve such

proposer from any obligation under this proposal as submitted. All addenda so issued shall become part of the specifications and contract documents.

AWARD OF AGREEMENT

The award of the agreement will be made to a responsive and responsible proposer whose proposal best meets the needs of the City. The successful proposer will enter into an agreement with the City incorporating all prescribed requirements and conditions of this request for proposal. If the successful proposer refuses or fails to execute the agreement, the City may consider the next most qualified proposer. A Selection Panel ("Panel") will be established for this project by the City and will be comprised of City staff and Mandalay Bay homeowners associations.

The City reserves the right to reject any or all responses to this Request for Proposal ("RFP") and to waive any informality or irregularity in this RFP or in responses, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP, in the best interest of the City. This RFP does not commit the City to award an agreement, or to procure or contract for services or goods.

Before award, proposers may be required to furnish evidence of capability, equipment, and financial resources to adequately perform the job.

**CITY OF OXNARD
REQUEST FOR PROPOSAL
MARINE ENGINEERING CONSULTING SERVICES IN MANDALAY WATERWAYS**

GENERAL TERMS AND CONDITIONS

The following “General Terms and Conditions” shall be applicable to any agreement entered into as a result of this proposal. The terms “proposer”, “consultant” and “firm”, may be used interchangeably in this solicitation and shall refer exclusively to the person, company or corporation with whom the City enters into an agreement as a result of this solicitation.

1. The City may make such investigations as necessary to determine the ability of the consultant to perform the services as required. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such consultant fails to satisfy the City that the consultant is qualified to carry out the obligations of the contract.

2. The successful firm will be required to enter into a contract with the City using the City’s Standard Agreement for Services. A copy of a sample Agreement is Attachment No. 5 to this Request for Proposal. Provisions include, but are not limited to, indemnification, insurance requirements, applicable compliance to ordinances, laws, regulations and licenses, City business license and other terms and conditions. If a firm is not prepared to accept the terms of these general clauses, the firm should not submit a proposal

**CITY OF OXNARD
REQUEST FOR PROPOSAL
MARINE ENGINEERING CONSULTING SERVICES IN MANDALAY WATERWAYS**

CONSULTANT QUALIFICATIONS AND RESPONSIBILITIES

1.0 INTRODUCTION

A detailed introduction about this project can be found in Attachment #1.

2.0 GENERAL BACKGROUND AND PROJECT DESCRIPTION

A detailed general background and project description can be found in Attachment #2.

3.0 SCOPE OF WORK

A detailed scope of work for this project can be found in Attachment #3.

4.0 PROPOSAL REQUIREMENTS AND FORMAT

4.1 The proposal shall be concise, well organized, and demonstrate the responder's qualifications and experience applicable to the project, and understanding of the project. The proposal shall be limited to twenty-five (25) one-sided (8-1/2" x 11") pages, exclusive of resumes, cover letter, graphics, dividers, and front and back cover. Type size and margins for text pages shall result in no more than approximately 500 words per page.

4.2 Proposals will be evaluated based on the information submitted.

4.3 Proposals submitted in response to this RFP shall be in the following order and shall include:

See Attachment #4

4.4 Service Providers shall submit one (1) executed original and eight (8) copies of the proposal to the office and individual identified on the cover sheet of this RFP. Proposals are due on the date and time identified on the cover sheet and in Attachment 1, Section 1.3 of this RFP.

4.5 Failure to comply with the requirements of this RFP may result in disqualification.

4.6 The City is under no obligation to consider proposals received subsequent to the time and date specified herein.

5.0 PRE-SUBMITTAL ACTIVITIES

5.1 All questions regarding this RFP should be addressed to the following City staff:

Heather Mooney, Buyer
300 West Third Street, Suite 202
Oxnard, CA 93030
(805) 385-7497
heather.mooney@ci.oxnard.ca.us

5.2 Revision to the RFP

City reserves the right to revise the RFP prior to the date that proposals are due. Revisions to the RFP will be mailed to all potential proposers. City reserves the right to extend the date by which the proposals are due.

6.0 SELECTION PROCESS

6.1 A Selection Panel (“Panel”) will be established for this project by the City and will be comprised of City staff and Mandalay Bay homeowners associations.

6.2 The Panel will review and rank the proposals and negotiate with qualified Service Providers based on the content of the proposals relative to firm experience, project team experience and qualifications, and past record of performance.

After the firm has been selected, the City will start the process to identify the scope and cost for the project. This process will include the following conditions:

- Consultant will provide full transparency in the build-up of all proposed labor rates.
- Consultant and City will jointly compare the proposed labor rates to industry standards of those in the area.
- Consultant and City will jointly compare the proposed labor multiplier rates to those of the industry in the area.
- Consultant and City will jointly agree upon a labor cost index to be used to determine multi-year escalation where applicable.
- Consultant and City will negotiate allowable level of internal mark-up.
- Consultant and City will negotiate allowable level of mark-up on subconsultants.
- Consultant and City will negotiate the process for reimbursement of direct project expenses (non-labor).

- Consultant and City will negotiate acceptable practices for vehicles and/or mileage reimbursement.
- Consultant and City will discuss and negotiate what level of Consultant executive staff is directly project billable and what level is considered Company overhead.
- Consultant and City will discuss if and when a Consultant employee promotion/demotion within the project term may be grounds for a cost schedule increase/decrease.
- Consultant and City will discuss if and when costs due to employee relocation may or may not be reimbursable.
- Consultant and City will discuss when overtime by Consultant is a legitimate project cost and when it should be absorbed by Consultant.
- Consultant will be required as part of the quantification process to create an integrated responsibility matrix of all design consultants to verify scope coverage without overlap.
- Consultant will be required to prepare a resourced time-scaled staffing proposal to support its cost proposal as part of the negotiation process.

6.3 City may request an interview and/or site visit from any or all of the qualified firms to further assist in the selection process.

6.4 City reserves the right to reject any or all proposals.

7.0 SPECIAL CONSIDERATIONS

7.1 Reservations

This RFP does not commit City to award an agreement, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work.

7.2 Public Records

All Proposals submitted in response to this RFP become the property of City and public records, and as such, may be subject to public review.

7.3 Right to Cancel

City reserves the right to cancel, in part or in its entirety, this RFP. If City cancels or revises this RFP, City will notify all proposers in writing.

7.4 Additional Information

City reserves the right to request additional information and/or clarifications from any or all proposers to this RFP.

7.5 Insurance Requirements, Permits, Licenses, Agreement:

The successful firm shall maintain in force at its own cost at all times during the performance of the assignment insurance in accordance with the provisions of Exhibit INS-A, attached to the sample agreement for Professional Services attached to this request for proposal. If the firm cannot or will not provide insurance as identified, the City will not contract with the firm.

7.6 Agreement Requirements:

The successful firm will be required to enter into an agreement with the City using the City's Standard Agreement for Services. A copy of a sample Agreement is Attachment No. 5 to this Request for Proposal. Provisions include, but are not limited to, indemnification, insurance requirements, applicable compliance to ordinances, laws, regulations and licenses, City business license and other terms and conditions. If a firm is not prepared to accept the terms of these general clauses, the firm should not submit a proposal.

7.7 Schedule of Events:

The projected schedule below will be followed during the submittal and review process for this proposal. The dates are tentative and subject to change.

Task No.	Task Description	Task Due Date
1	RFP Distribution Date	February 24, 2010
2	Proposal Final Filing Date	April 1, 2010
3	Staff Review of Specific Consulting/Professional Services Proposals	April 23, 2010
4	Interviews with Consultants	May 14, 2010
5	Notice of Award of Agreement	June 30, 2010
6	Notice to Proceed	July 31, 2010
7	Completion of Design	N/A
8	Construction Complete	N/A

Attachment 1
CONSULTANT QUALIFICATIONS AND RESPONSIBILITIES

INTRODUCTION

- 1.1 The City of Oxnard is requesting proposals for marine engineering consulting services for the inland waterways.
- 1.2 This RFP provides the basic description; describes the required scope of services in general terms; defines the selection process; and defines the information that must be submitted to be responsive to this RFP.
- 1.3 Proposals are due on April 1, 2010 at 4:00 p.m. (Pacific time) at the office stated on the cover sheet of this RFP.

Attachment 2
CONSULTANT QUALIFICATIONS AND RESPONSIBILITIES

GENERAL BACKGROUND AND PROJECT DESCRIPTION

I. GENERAL INFORMATION:

The City of Oxnard, incorporated as a general law city in 1903, is located about sixty miles west of the Los Angeles Civic Center and about ten miles southeast of the City of Ventura. It is situated near the mouth of the Santa Clara River on a gently sloping alluvial fan commonly known as the Oxnard Plain. Today, the City of Oxnard has a population of slightly more than 200,000 residents and its corporate limits cover an area of about 32 square miles.

II. BACKGROUND INFORMATION:

Mandalay Bay, located in the southwest section of Oxnard, consists of a residential waterfront development including properties adjacent to navigable waterways connected to Channel Islands Harbor. The waterways consist of six tracts, numbered 1904-1, 1904-2, 1904-3, 2026-1, 2026-2, and 2026-3, developed for single family homes and townhouses (Figure 1).

In 1970, the City Council of the City of Oxnard (City) formed a Waterway Maintenance Assessment District for Maintenance of Waterways, Parking and Landscaping (Waterway Maintenance District) in the Mandalay Bay area of the City. The Waterway Maintenance District, known as Zone 1, was enlarged in 1971 and again in 1976. Zone 1 is comprised of four housing tracts developed for single-family homes and townhouses and is represented by the Channel Islands Waterfront Homeowners Association (CIWHA). Currently, there are 743 single-family homes and 37 parcels designated as parks in the area.

The City Council formed a second assessment district, Assessment District 85-5 for Infrastructure Improvements, in 1985. District 85-5 was annexed in 1987 by the adjacent Waterway Maintenance District and became designated Zone 2 or Harbour Island within the district. Zone 2 currently consists of 129 townhouses and 3 single-family homes, represented by the Harbour Island Condominium Owners' Association (HICOA).

Description of Bulkheads and Repairs

The developed lots in zone 1 are protected from the water by means of reinforced concrete bulkheads (seawalls) constructed in the late 1960's and early 1970's, and later developments in zone 2 are protected by sloped rip-rap walls. There are two types of bulkheads in zone 1, called "Zurn" and "Boise-Cascade." The Zurn bulkheads are L-shaped cantilevered walls, with a footing supported by two rows of wooden piles, one straight, one battered, as shown in Figure 2. The Boise-Cascade bulkheads consist of reinforced concrete panels held in place by T-shaped pilasters anchored to a footing supported by a single row of battered wooden piles, and a system of horizontal rods (tiebacks) with anchors (dead-men) within the individual lots, as shown in Figure 3. The walls have a height of approximately 10 to 11 feet, with the top of the bulkhead footing

approximately one foot below mean sea level. The maximum tide range in Mandalay Bay spans from approximately 5 feet above to approximately 3 feet below mean sea level. The toe of the walls is exposed at low tide. In 1980 to 1982, the City constructed curtain walls along the Zurn bulkhead footings and installed concrete filled fabric blankets to protect and stabilize the slopes at the base of the walls into the channels to further prevent erosion.

The City has regularly retained a consultant to monitor and evaluate the condition of more than 32,000 lineal feet of precast and cast-in-place concrete seawalls. Professional underwater divers have performed underwater surveys and investigations of the entire Mandalay Bay seawall foundation and slope protection areas. The investigations logged observations on more than six miles of seawall to identify areas of repair. The consultant and City staff subsequently developed a phased program of repair and preventative maintenance, herein referenced as the "CIP Plan" and prepared a cost estimate for the plan. City staff has prepared this CIP Plan to memorialize mutual issues of concern, including the repair and maintenance of the bulkheads and dredging of the channels.

Visual inspections were made in 2005, 2007, and 2009. The data obtained by these inspections formed the basis for the current CIP Plan. The 2009 Noble Inspection Reports will be made available (CD media) for use in this solicitation for marine services. The inspections resulted in limited assessments of the basic structural elements of the bulkheads construction. Over the years a number of different repairs have been implemented to the basic structural elements of each type of wall. One of the objectives of this solicitation is to determine if the repairs to date have been sufficient to maintain the structural integrity of the bulkheads to an acceptable level of their initial construction. Another objective is to review and update the CIP Plan and cost estimates based on the application of new and non-destructive test techniques for the qualitative assessment of the bulkheads. The goal is to optimize the use of available funds. The selected consultant shall perform a benefit/cost analysis to determine whether the useful life of the structures merits investing maintenance dollars to extend their life, or if there is greater benefit to utilize funds for capital replacement.

Bulkhead Repair Objectives

The short-term objective is to restore the bulkheads to a level of structural capability to maintain their service life for another 15 to 20 years if feasible based on a benefit/cost analysis. This is to be achieved by: (a) non-destructive testing to determine their current degraded condition; (b) develop structural engineering repair techniques tailored for the unique structural elements of each bulkhead, and; (c) manage the short term necessary repairs. The goal of the proposed repair program is to realistically identify the condition of the bulkheads at each residence and organize the classes of repairs into need based groupings according to their condition and design cost effective repair techniques, and manage the implementation of such repairs.

The long-term objective is to design and develop significant retrofit improvements to the existing bulkheads that would essentially result in bulkheads that are structurally, seismically, and aesthetically superior to the as-built existing bulkheads, to the extent that it is cost effective. This may involve many possible remedies including, but not limited to new steel reinforced facades, new footing pilings and extensions as well as a new Zurn bulkhead tie-back system.

III. EXISTING CIP PLAN DESCRIPTION:

Waterway/Harbor Dredging & Maintenance

The CIP Plan includes the cost of future dredging and any preventative maintenance required to maintain the silted waterways to the standard depths indicated in approved construction drawings of the waterways cross-sections. The plan also recommends a landscaping ordinance change that will prohibit planting certain trees on private property adjacent to the seawalls.

This CIP Plan calls for enhanced monitoring and more frequent dredging, presently estimated at \$111,874 per year or \$1.68 million over 15 years. In addition, the seawalls in Zone 1 require significant repair and maintenance, currently estimated at \$14.56 million. The total immediate costs addressed in this CIP Plan are \$17.24 million.

As part of the anticipated waterway and harbor dredging, two concerns should be addressed. Foremost, a schedule and program for the dredging and preventative maintenance should be established.

The eastern part of the Mandalay Bay Channel comprises the majority of the area to be dredged. The City is responsible for monitoring, annual physical inspection, scheduling, and coordination of the dredging and maintenance of the waterways. The dredging locations and schedule will be determined by monitoring and the results of the annual inspection program. Specific problem areas will be addressed by routine clamshell operations as determined by the inspections and monitoring.

Seawall Maintenance & Repair

There is a substantial need for on-going maintenance, repairs, monitoring, inspection, and implementation of an adopted Capital Improvement Program (CIP) for seawall and waterway maintenance and repair. Therefore, a shared plan between the residents and the City is recommended to prioritize and fund the necessary work.

The following priorities for maintenance and preventative maintenance repairs of seawalls are recommended:

1. Complete pilaster repairs
2. Crack repair
3. Weep hole repair
4. Wall corner repair
5. Slope protection repair, where needed
6. Cold joint repair

The City is responsible for scheduling and coordination of the repair and maintenance of the seawalls. An annual physical inspection is conducted of each property to record and monitor the condition of the seawalls throughout Mandalay Bay. This information is then input into a City-created database, with updates to account for any work orders issued for each address. Additional monitoring and inspection of identified leaning walls will also be a part of the program.

The approaches to necessary repairs and replacements suggested above were the most cost effective available at the time of the physical inspection and estimate. New and innovative approaches to these or any future necessary repairs and replacements will be value engineered by the City as they evolve over time, consistent with the City of Oxnard Capital Project Management standard operating procedures and practices. Impact-echo testing is proposed to assess the condition of wall panels and structural components of the various wall structures. Cathodic protection, both active and passive systems will also be considered.

Mandalay Bay Waterways Assessment District, Westport (CFD No. 2) and Seabridge (CFD No. 4) waterway communities require in water physical inspections, evaluations and maintenance for seawall, slope protection, rip rap, mud slopes of all waterways. The condition assessment for structural integrity of the seawalls is mainly focused in the Mandalay Bay Waterways Assessment District Zone 1. Consultant shall furnish City with professional consulting services set forth in Attachment 3, Scope of Work, of the RFP.

Attachment 3 CONSULTANT QUALIFICATIONS AND RESPONSIBILITIES

SCOPE OF WORK

The marine engineering consulting services involve planning, testing, require in-water physical inspections, evaluations, monitoring, assessment and development of a maintenance program for seawall, slope protection, rip-rap, and mud slopes of the waterways, and development of a dredging program throughout the existing Mandalay Bay, Westport and Seabridge Waterway Assessment Districts. The services are intended to be inclusive of developing both a capital improvement program and a maintenance program. They are categorized as follows:

- Review Existing CIP Plan, Cost Estimates, Benefit/Cost Analysis
- Engineering Assessment, Testing, Cost Benefit Analysis, and Design services
- Development of a Capital Improvement Program
- Plans, Specifications, and Estimates, Contract Documents Preparation services
- Contract Administration, Management, Inspection and Testing services
- Maintenance/Monitoring and Related services
- Database information

Review and Update Existing CIP Plan, Cost Estimates, Benefit/Cost Analysis

Consultant shall review and update the existing “CIP Plan” and corresponding cost estimates based on the application of new and non-destructive test techniques for the qualitative assessment of the bulkheads. A cost/benefit analysis shall be performed to determine the best use of funds. The goal is to optimize the use of available funds. The selected consultant shall perform a benefit/cost analysis to determine whether the useful life of the structures merits investing maintenance dollars to extend their life, or if there is greater benefit to utilize funds for capital replacement.

Engineering Assessment, Testing, and Design Services:

Consultant shall perform an engineering assessment by an experienced Structural Engineer of the components of the bulkheads, utilizing impact-echo testing, long wavelength surface penetrating radar (LWSPR) or other available new and proven techniques/standard of practice methods. Consultant shall analyze data, results, and inspections, and perform structural calculations and seismic analysis. The Consultant shall prepare plans, specifications, and estimates of cost for the various bulkhead repairs. The impact-echo, LWSPR or other high tech testing shall be done under the direct supervision of an engineer with a minimum of 3 years of testing experience. The Consultant shall determine and recommend the most feasible grid spacing for the impact echo or other testing data collection. The Consultant shall develop a quality control procedure to ensure that the test data is consistent and accurate throughout the testing/data collection phase.

The primary goal of the engineering testing and assessment is to determine the condition of all wall panels, pilasters, tie-backs, and footings, as well as the steel reinforcement within the structures, and to categorize them into groupings according to their condition. The consultant shall then design a cost effective repair based on the specific need of each group.

The structural Engineer shall establish the general theoretical load bearing capability of the existing wall types and develop a deterioration threshold criterion that differentiates wall panels and/or pilasters that need repair from those that do not. The Consultant shall develop a menu of repairs for logical groupings of walls based on their actual condition. Each repair design shall be fully developed including drawings and calculations, signed and stamped by a California registered civil or structural engineer.

The design services includes the development of a capital improvement program(CIP) and a phased implementation of the program to prepare projects based on an established priority that attempts to extend the life of the assets and limits of available funds. During the development of the CIP plan, the Consultant shall review and determine the applicability of cathodic protection systems (active and passive), identifying the initial capital costs of each type and on-going maintenance costs. The Consultant shall prepare a Technical Memorandum for the City's consideration, summarizing and providing a recommendation on the feasibility of utilizing a cathodic protection system.

Development of a Capital Improvement Program

The Consultant shall develop a capital improvement program (CIP) based on the full assessments of data, seismic analysis, cost/benefit analysis, testing results, priorities, and funding restraints. The CIP Plan shall have a phased implementation to prepare projects based on an established priority that attempts to extend the life of the assets and limits of available funds.

Included in the CIP Plan is the development of a systematic maintenance dredging program. This shall include recommendations for periodic reviews of specific locations, and inspection of the waterways to determine soil movement, drainage impacts and sedimentation of channel bottom.

Also included is the data collection, compilation, and historical recordation of all work performed on properties, by address and parcel number, in an Access database, and coordinated to be compatible with the City's GIS system

Plans, Specifications, Estimates, Contract Documents Preparation Services for planned implementation of the CIP and Maintenance Programs:

Preparation of project plans, specifications, costs estimates, and contract documents based on the engineering assessment/investigations/testing, and from available City historical data, aerial photographs, and field measurements; application of project design information including structural condition; and conformity to existing structures. It will require review and response to RFIs, attendance at pre-bid conferences; preparation of project addenda; and attendance at pre-construction conferences.

Consultant's final product will be design drawings and specifications for all approved projects, unless plans are deemed unnecessary by the City Engineer for certain types of projects. These drawings shall be done in accordance with City Standards and submitted to the City Engineer, or designee for review and approval.

Contract Administration, Management, Inspection and Testing services:

Perform contract administration and construction management of approved projects, including conducting pre-construction meetings, progress meetings, and other meetings required to coordinate work with the contractor and resolve problems; construction engineering including routine project review, and other engineering necessary to implement the design intent of the contract documents; change order development and review; claims analysis; schedule review and management; quantity measurement; progress payment development and review; project final inspection; project closeout including final payment, record drawings and preparation of all construction documents for archiving on the City's system; and preparation of construction records.

Inspection:

Provide one or more full time marine construction inspector personnel. Inspection personnel shall be experienced in the types of work being performed and shall keep daily project records.

Testing services:

Shall include but not be limited to impact-echo testing, GPR, LWPR, geo-technical corings, sampling and materials testing (soils, steel, concrete, etc.) as well as determining the appropriate tests to provide the intended data for analysis/assessment and/or approval of all material used and verification that all materials meet required specifications.

Maintenance, Monitoring and related services:

Services to be provided under this section include periodic bathymetric condition surveys of the navigable waterways; annual underwater surveys by certified divers, of foundation and slope protection elements; various on-call engineering services to address special conditions and concerns of City staff and residents connected with the seawalls, slope protection, and waterway repair and maintenance; presenting findings and conditions both orally in written reports to the City and the appropriate Homeowner's Association; advice and assistance in applying for and securing any and all necessary permits needed for work to proceed in a timely manner; and review and comment on City codes and City standard design plates related to the marine environment.

Equipment and Software

The service provider agrees to furnish to the City of Oxnard all necessary materials, equipment, labor (unless otherwise noted in the RFP) to complete the Assessment in accordance with the provisions, instructions and specifications for the City of Oxnard. The service provider will list proposed software and hardware systems below in response to this solicitation:

GPS

Plainly identify the proposed mapping-grade or better GPS survey instruments proposed – including manufacture, model and year – for collecting coordinate and observational data for

this program. Identify software systems for data collection, post processing, filtering and editing positional data – including version.

Work Order and Asset Management Software

The City of Oxnard utilizes Hansen software to manage work orders and to schedule and track maintenance. At a minimum, the service provider will be required to note and collect information (as noted in Documentation) for each section of the walls to seamlessly integrate this data into the City of Oxnard's Hansen work order management system. The service provider shall recommend a strategy for collecting and transferring field data back to the City of Oxnard's Hansen system. All proposals must include a minimum of two (2) references for successful integration of data directly into Hansen and describe the processes, plan and methodology for successful delivery and integration.

Mapping Software

Identify the software system proposed by the service provider to create supporting map documents listed under Reports – including version.

GPS Data

All the assets encountered in this program are to be GPS located using mapping-grade devices. Attribute data will be delivered in a geo-database feature class compatible with the City of Oxnard's existing data schema. Coordinate data shall be field collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point features shall be collected at an epoch of 1 second with a minimum occupation of 20 seconds.

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process:

- PDOP value
- HDOP value
- Correction Status
- Date Recorded
- Time Recorded
- Total Positions
- Filtered Positions
- Horizontal Precision
- Vertical Precision
- Standard Deviation
- .cor File Name
- X-coordinate
- Y-coordinate
- Physical Data
- Location Data
- Operational Data

Documentation

Data will be documented at each asset and will be agreed upon in advance of work startup with the City of Oxnard. The successful service provider will push field collected data directly into the City of Oxnard's Hansen asset management system populating both asset and work order records. All proposals must include detailed methodology for transfer of data to the City of Oxnard's GIS and Hansen asset management systems.

Wall Assets

Documentation will include, at a minimum:

- Physical data
Asset ID number, map number, linear feet, type of wall, year, and additional physical information as necessary.
- Location data
GPS position and coordinate data items as noted above
- Operational data
Observed additional operational comments as necessary

Metadata

The service provider will provide metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy to be submitted with final and interim data deliveries.

Reports

At a minimum the following deliverable reports will be presented to the City of Oxnard:

- Validated geo-database
- Annotated maps which depict the program area
- A list of recommended repairs
- Work orders for these repairs
- A list of recommended replacements
- Evaluation report

Electronic versions of written reports, spreadsheets, photos, and other data shall be provided in a format determined by the City Engineer, or designee.

As each project is identified, a project schedule will be prepared by Consultant and submitted to the City Engineer, or designee for review and approval.

Attachment 4
CONSULTANT QUALIFICATIONS AND RESPONSIBILITIES

PROPOSAL REQUIREMENTS

Executive Summary

Include an overview of the entire proposal describing the highlights of the proposal.

Firm Profile and Experience

Include a profile of the firm including firm history and structure; number and makeup of the firm-wide and local resources; firm corporate office and local office locations; and profiles of at least three (3) representative projects that best demonstrate your qualifications and experience applicable to the services, your knowledge of the local environment, and your record of success as measured by client satisfaction.

The profiles on your representative projects shall identify the Client Contact Persons with telephone numbers, and services provided by the firm.

Project Organization and Key Personnel

Include a description of the proposed project organization, including identification of key personnel and their qualifications, experience, experience with the firm, and project responsibilities.

Include a discussion of staffing plan to meet the required/specialized scope of work.

Conflict of Interest

Name of entities associated with Service Provider who may have a conflict of interest with any activity of this RFP should be included in the proposal. Provide details and reasons. Service providers are subject to disqualification on the basis of conflict of interest as determined by the City.

Exceptions

Service Providers shall certify that they take no exception to this RFP, including but not limited to the provisions of the City of Oxnard Agreement, included as Attachment 5. These provisions will be included in any agreement with Service Provider. If the Service Provider does take exception to any portion of the RFP, the specific portion of the RFP to which exception is taken shall be identified and fully explained.

Attachment 5

Agreement No. _____

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20____, by and between the City of Oxnard, a municipal corporation ("City"), and _____ ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as either architectural, landscape architectural, engineering, or land surveying services; and

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

All services are to be coordinated with Mark S. Norris, Assistant Public Works Director, subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

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

9. Principal in Charge

Consultant hereby designates _____ as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on _____, and expire on _____.

13. Termination

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

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

14. Compensation

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

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

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

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

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

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

20. Confidentiality of Information

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

21. Indemnity

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

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

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

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

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

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to _____,
_____, _____,
Attention: _____.

b. Any notices to City may be delivered personally or by mail addressed to City of
Oxnard, _____, _____, Oxnard, California 93030,
Attention: _____.

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 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

CONSULTANT

Dr. Thomas E. Holden, Mayor

(name)

ATTEST:

APPROVED AT TO INSURANCE:

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AT TO CONTENT:

Ken Ortega, Public Works Director

APPROVED AS TO CONTENT:

Mark S. Norris, Assistant Public Works Director

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

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

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

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

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

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

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

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

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.

ACCORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
CODE	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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")**

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) (to)

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone:

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

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

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage.

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

Name:

Name: _____
Address: _____

Telephone: ()

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No.

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐

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

Signature _____
(original signature required)

Telephone: () Date Signed _____

Attachment 6



MUST APPLY IN PERSON BUSINESS LICENSE APPLICATION

214 South C Street • Oxnard, CA 93030 • (805) 385-7817 • FAX (805) 385-7836

PLEASE TYPE OR PRINT CLEARLY AND COMPLETE ALL SECTIONS. AN INCOMPLETE APPLICATION WILL NOT BE PROCESSED.

Business Name (DBA)		Starting Date (in Oxnard)	
Corporation, Limited Partnership, Limited Liability Co., Partnership or Trust Name (if different from above)		Federal Employer ID Number*	
Business Address	City State Zip	Building Square Footage (Oxnard Only)	Business Phone
Mailing Address (if different from above)		City State Zip	Expiration Date (City Use Only) 06/30/2010
Type of Ownership ☐ Sole Proprietorship ☐ LLC ☐ Corporation ☐ LLP ☐ Partnership ☐ Trust		Application Request ☐ New Business ☐ Change of Ownership ☐ Amendment ☐ Change of Address	
Notes: (for office use only)			
THIS INFORMATION IS CONFIDENTIAL TO THE EXTENT ALLOWED BY LAW List full legal name, title, social security number*, home address*, home phone*, date of birth* and driver's license number* of each owner or trustee. Attach additional sheet if necessary. *Social Security, date of birth, home address, home phone and driver's license numbers are not required if a Corp, LLC or LP registered with the California Secretary of State.			
Name	Title	Social Security No.*	Home Phone
Home Address	City State Zip	Date of Birth	Driver's License No.
Name	Title	Social Security No.*	Home Phone
Home Address	City State Zip	Date of Birth	Driver's License No.
Type of business (Provide accurate, specific description of proposed business operation)		Gross Receipts – estimate gross receipts for a 12-month period. Businesses based outside of Oxnard are to report Oxnard revenue only. \$ _____	
State Resale No.	CA Employer ID No.	State Contractor's No./Class/Expiration Date	
I declare under penalty of perjury that the information and statements contained herein are true and correct to the best of my knowledge and belief. I am aware that any violation of the Oxnard City Code will terminate the business license. (Please see important information on back.)			
Date	Signature of Owner, Member, Trustee or Officer		Title

FOR CITY USE ONLY

Start Date ☐ _____ ☐ ASAP ☐ Bid	Contractors Only: Job Site: _____
Event Dates _____ to _____	
City License No. _____	
Control No. _____ /CC _____	
SIC Code _____	
License Tax \$ _____	PLANNING DIVISION ☐ Approved ☐ Denied Date _____ ☐ Zone Clearance No. _____ ☐ Home Occupation No. _____ By: _____
Amendment Fee _____	
Penalties Due _____	
Processing Fee \$25 _____	
TOTAL _____	

Business License Application 6_4_09

Issue Date _____

By: _____

IMPORTANT INFORMATION

BUSINESS LICENSE

A business license is a tax you pay every year for operating a business within the City of Oxnard. If the business license is on a fiscal year, the fiscal year is from July 1 through June 30, the business license must be renewed at the beginning of each fiscal year, and becomes delinquent after July 31.

The City will send a renewal notice, however; it is your responsibility as the business owner to renew before the delinquent date. Penalties are assessed for delinquent accounts, regardless of whether you receive a renewal notice or not. If you do not receive a renewal notice by the expiration date of the license, please contact Licensing Services immediately.

WHO NEEDS A BUSINESS LICENSE

Any person who conducts any business, trade, profession, enterprise, establishment or occupation within the city shall obtain a license whether or not the physical business address is in or outside of the City.

WHEN TO GET A LICENSE

A business license is required before conducting any business, trade, profession, enterprise, establishment or occupation – regardless of whether your business is located outside of the city limits or you have a business license from another city.

BUSINESS LICENSE COST

Business license tax is based on the type of business and is calculated either on a flat rate or gross receipts. If the license tax is calculated on gross receipts, you will be required to provide a 12- month estimation of gross receipts.

MORE THAN ONE BUSINESS

If you own more than one business, you will need to acquire a business license for each location and for each type of business. You may be eligible for a branch establishment business license, please contact Licensing Services for further information.

PHYSICAL ADDRESS

Before going to any public agency you should have an exact address for the proposed business. Having an accurate site location is crucial for receiving the correct zoning information and for filing various documents and permits. Private mailbox addresses are for mailing purposes only and cannot be used as a physical business address.

HOME OCCUPATION PERMIT

Persons using their home as a business address must also obtain a Home Occupation Permit from Planning and Zoning. The application form and Rules & Regulations are available at Licensing Services however any questions regarding the home occupation permit process should be directed to Planning and Zoning. The home occupation permit is a one-time fee unless you move within the City.

ZONE CLEARANCE

Every business located in a commercial location within the City must also obtain a Zone Clearance Permit from Planning and Zoning to see if the building you intend to occupy is suitable for your type of business. The application form is available at Licensing Services however any questions regarding the zone clearance process should be directed to Planning and Zoning. The zone clearance permit is a one-time fee unless you move within the City.

SIGNS

Check with Planning and Zoning before using or installing any type of permanent or temporary sign including those on walls, windows, banners and captive balloons.

VENDORS: SOLICITORS/PEDDLERS

If you solicit or peddle door to door in the residential areas of Oxnard, you are required to obtain a vendors permit. Contact Licensing Services for further information.

DANCING & ENTERTAINMENT

Any establishment, which conducts or offers dancing, must obtain a dance permit. If your establishment offers entertainment, you must contact Planning and Zoning for approval. Any dancing or entertainment in a commercial location that has more than 25 persons in attendance requires licensed and bonded security guards and a business license.

DO I NEED TO COME IN PERSON TO APPLY?

If your business is physically located within the city limits of Oxnard, you must apply in person or your application will not be accepted. If your business is located outside the city limits, your license can be processed by mail or fax.

FORMS OF PAYMENT

We accept Check, Cash, Visa or MasterCard as forms of payment.

EXEMPTIONS

If you collect retirement benefits, are a non-profit organization, have a valid Public Utilities Commission (PUC) Permit or Motor Carrier Permit (MCP), you may be exempt from the requirement to pay a business license tax. Please contact Licensing Services to discuss.



LICENSE SERVICES

214 South C St., Oxnard, CA 93030-5790 • Phone (805) 385-7817 • Fax (805) 385-7836

2009-10 LICENSING SCHEDULE OF RATES & TAXES

Rate Code: 01

Classification Code Description: PROFESSION/OCCUPATION SERVICE

Business License Expiration Date: June 30, 2010

The business license tax is calculated based on the number of persons practicing his/her profession (licensed by the state and/or person in charge) \$195.00 each plus \$16 per employee (clerical support staff) whether they are full-time or part-time. Part-time professionals or employees are counted as one (1) professional or one (1) employee.

Businesses located outside of Oxnard may report only the number of professionals or employees working in the City of Oxnard at one time.

Number of Professionals	_____ X \$195.00	= \$ _____ (1)
Number of Employees	_____ X \$ 16.00	= \$ _____ (2)
Total Tax	(Add lines 1 & 2)	= \$ _____ (3)
Pro Rate Tax	(Multiply line 3 x 50%)	= \$ _____ (4)
Add Penalty - if applicable	(Line 4 X Penalty _____%)	+ \$ _____ (5)
Add Processing Fee	Processing fee must be included w/ payment	+ \$ <u>25.00</u> (6)
Total Tax/Fee Due	(Add lines 4, 5 & 6)	= \$ _____



You may also choose to pay the business license tax based on the amount of gross receipts. Please see attached.

OCC section 11-1(F) EMPLOYEE - Any person engaged in conducting any business and earning regular wages or salary or directly participating in the profits of the business, including, but not limited to, owners, any member of an owner's family, proprietors, officers, directors, partners, managers, operators, trustees, trustors, beneficiaries, associates, salespeople, solicitors and joint venturers, but not including independent contractors.

As an employer, if you are hiring independent contractors (not an employee) you should make sure that they comply with the business license requirements of the City of Oxnard. All independent contractors, paid on a "1099" must contact License Services for licensing requirements. Do not include them as your employee(s).

OCC section 11-1(I) INDEPENDENT CONTRACTOR - Any person engaged to aid in the business of another person and compensated through commission or in any manner other than regular wages or salary or direct participation in the profits of the business.

All business license tax reports are subject to audit (Oxnard City Code section 11-14).

I declare under penalty of perjury that the foregoing is true, correct and complete.

Name of Business

Control No. / License No.

Signature

Print Name / Title

Date / Phone No.

PLEASE RETURN THIS FORM WITH THE APPLICATION



Attachment 6

LICENSE SERVICES

214 South C Street, Oxnard, CA 93030-5790 • Phone (805) 385-7817 • Fax (805) 385-7836

2009-10 LICENSING SCHEDULE OF RATES & TAXES

Rate Code:

31

Classification Code Description:

RETAIL & GENERAL BUSINESS

Business License Expiration Date: June 30, 2010

The business license tax is calculated based on gross receipts from the last completed tax year for your business OR in some cases, cost of operations EXCLUDING – beer, liquor and wine sales, sales tax, federal excise tax and state and federal gasoline tax. See reverse for definition of gross receipts AND cost of operations, you may be over reporting.

Gross Receipts Range	Minimum Gross Receipts (2)	Tax Rate (4)	Base Tax (6)
\$ 0 - \$ 53,000	\$ 0	N/A	\$ 85
\$ 53,001 - \$140,000	\$ 53,001	0.00140	\$ 85
\$140,001 - \$279,000	\$140,001	0.00084	\$208
\$279,001 - \$559,000	\$279,001	0.00070	\$324
\$559,001 - Over	\$559,001	0.00060	\$521

*** Annual Gross Receipts	12- Mo. Estimate **	\$ _____	(1)
Deduct Minimum Gross Receipts (2)		- \$ _____	(2)
=		= \$ _____	(3)
Multiply by Tax Rate (4)		X _____	(4)
=		= \$ _____	(5)
Add Base Tax (6)		+ \$ _____	(6)
Total Tax	(Add lines 5 & 6)	= \$ _____	(7)
Pro Rate Tax	(Line 7 divided by 2)	= \$ _____	(8)
Add Penalties	(Line 7 X Penalty _____%)	+ \$ _____	(9)
Add Processing Fee	Processing fee must be included w/ payment	+ \$ 25.00	(10)
Total Tax/Fee Due	(Add lines 8, 9 & 10)	= \$ _____	

NOTE:
If the annual gross receipts are \$53,000 or less, **you must report your gross receipts** but no calculation is required. The total tax and processing fee due is \$67.50. **Once you elect to pay on gross receipts you may not reverse it to the flat rate.**

Per City Code section 11-10 (C) If the amount of the license tax to be paid by the applicant is measured by gross receipts, the applicant shall estimate the gross receipts for a period of one full calendar year. Such estimate, if accepted by the collector as reasonable, shall be used to determine the amount of license tax. However, the amount of such license tax is only provisional. (D) At the end of the license period, the collector may request the licensee to verify gross receipts or cost of operations. Within 30 days of the request, the licensee shall report to the collector the gross receipts or the cost of operations during the license period, and the license tax will be redetermined. If the licensee underpaid the redetermined license tax, the licensee shall immediately pay the amount due. If the licensee overpaid the redetermined license tax, the collector shall refund the overpayment.

*** If your business is located in Oxnard, each renewal period you will be required to submit verification of the gross receipts of your business such as a copy of the income tax return for the business (i.e.: Schedule C, Form 1065, Form 1120, Form, Form 8825, 1120S-S Corp, Schedule E, profit & loss statement, financial statement, or sales tax returns) from the last completed business tax year. The City does not require a copy of your entire tax return. All documents submitted will not be returned.

*** If your business is located outside of Oxnard, each renewal period you will be required to submit verification of the gross receipts of your business (i.e.: financial statement, ledger report or report of invoices generated in Oxnard) from the last completed business tax year. Be sure to report the revenue generated only in Oxnard. All documents submitted will not be returned.

All business license tax reports are subject to audit (Oxnard City Code section 11-14).

I declare under penalty of perjury that the foregoing is true, correct and complete.

Name of Business

Control No./License No.

Signature

Print Name / Title

Date / Phone No.

PLEASE RETURN THIS FORM WITH THE APPLICATION

CITY OF OXNARD REQUEST FOR PROPOSAL
MARINE ENGINEERING CONSULTING SERVICES FOR MANDALAY WATERWAYS

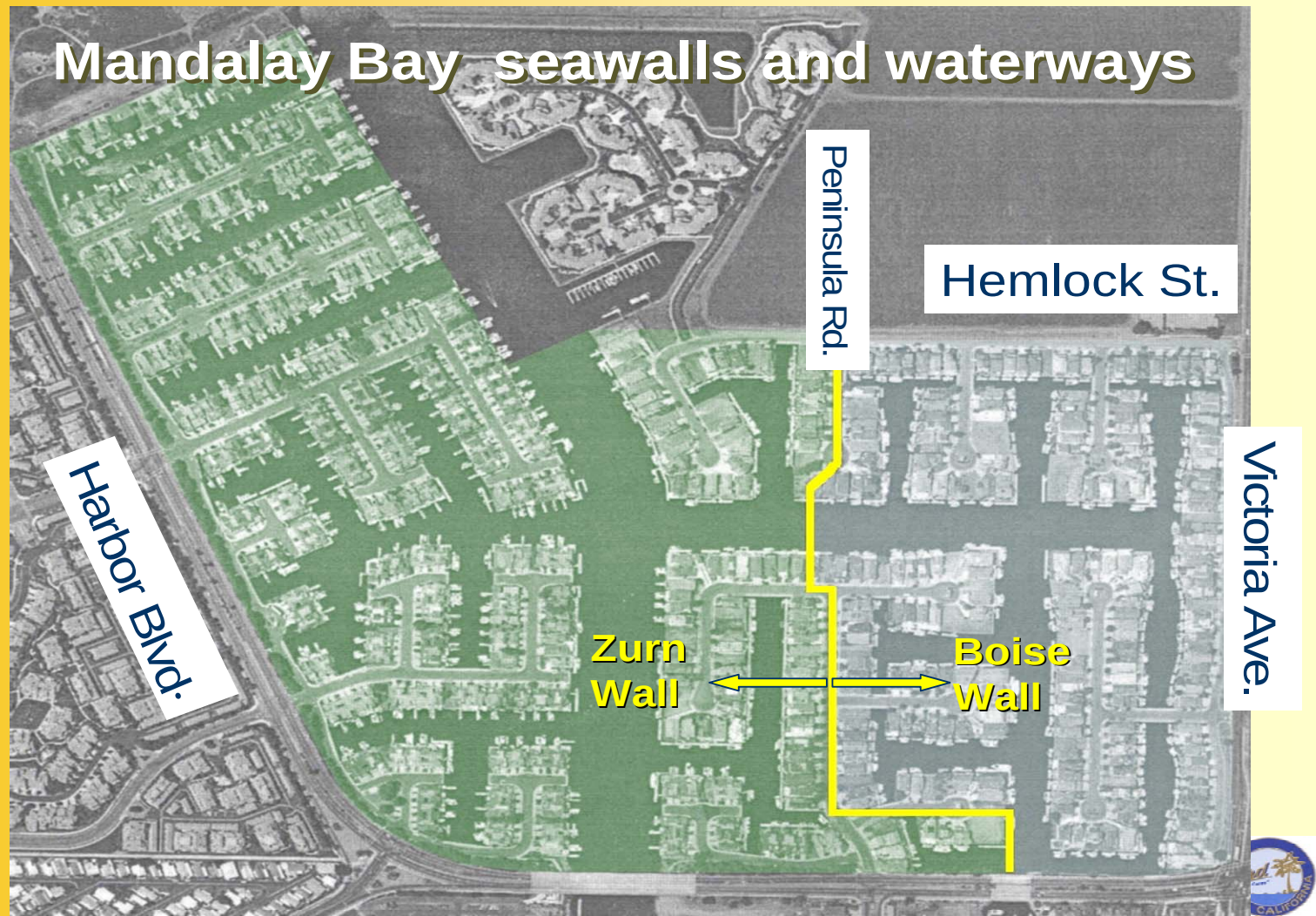


FIGURE 1

CITY OF OXNARD REQUEST FOR PROPOSAL
MARINE ENGINEERING CONSULTING SERVICES FOR MANDALAY WATERWAYS

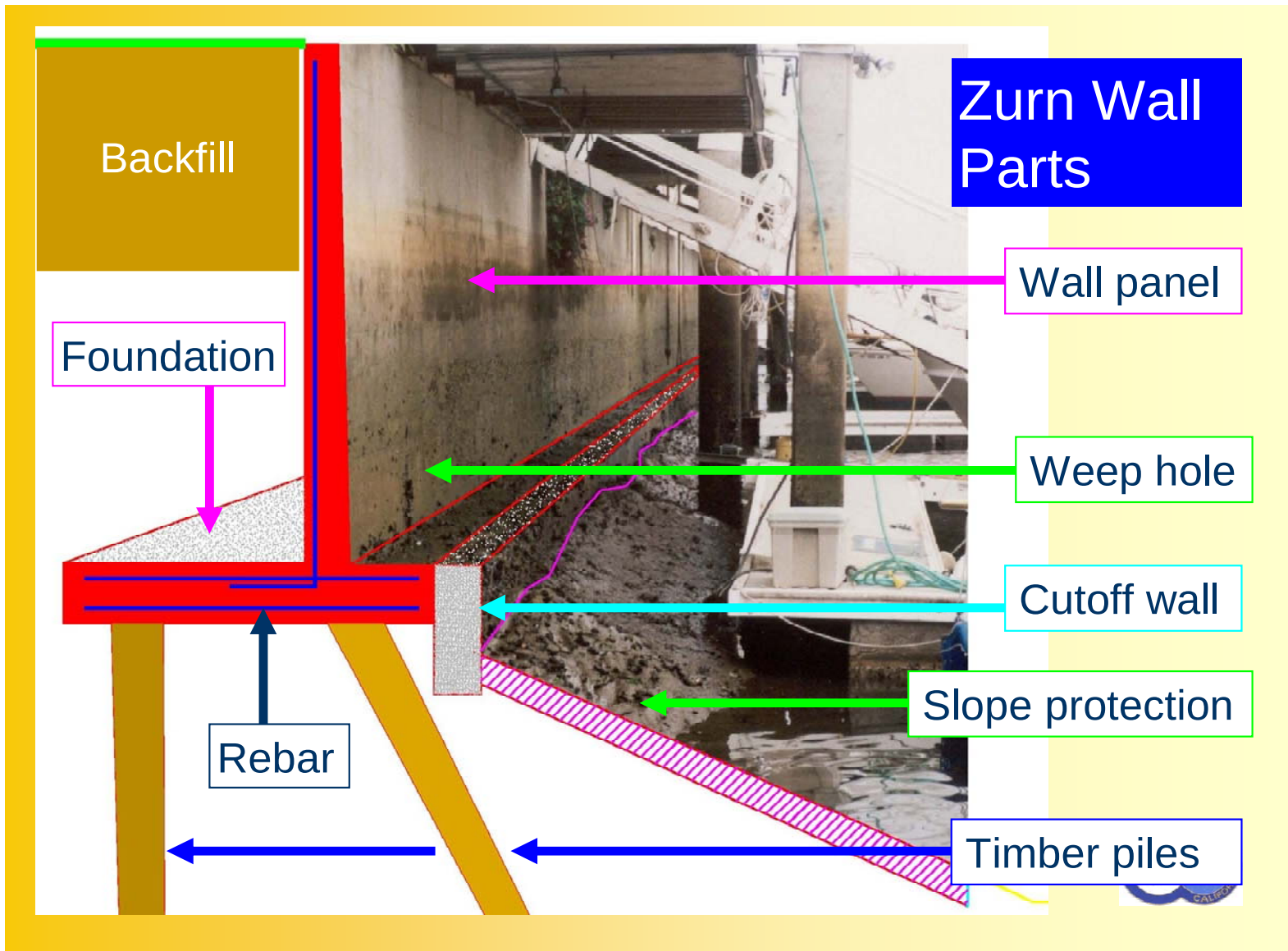


FIGURE 2

CITY OF OXNARD REQUEST FOR PROPOSAL
MARINE ENGINEERING CONSULTING SERVICES FOR MANDALAY WATERWAYS

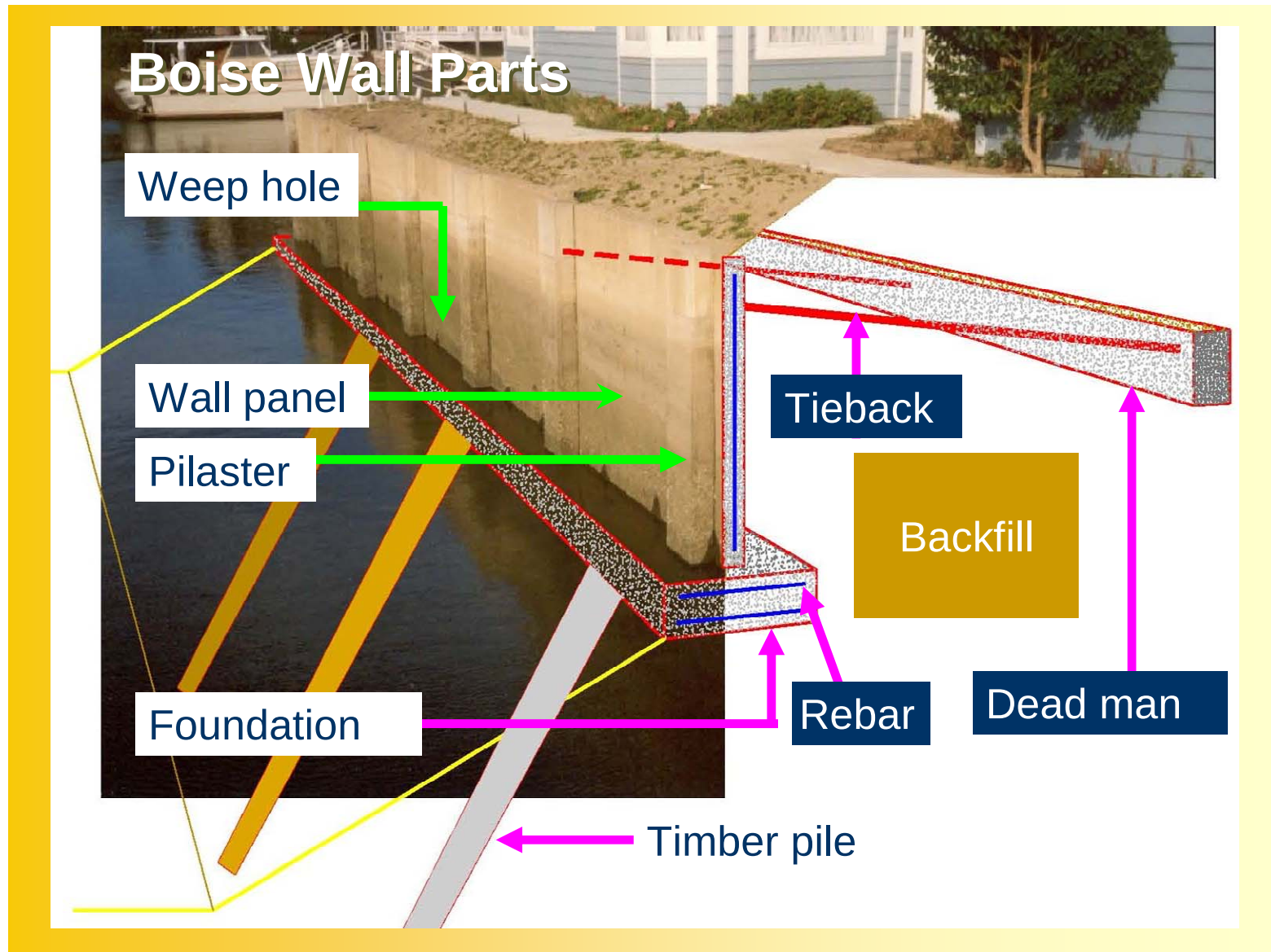


FIGURE 3