

Project Name: SCADA System Optimization
(MI 2665)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
AECOM TECHNICAL SERVICES, INC.**

THIS AGREEMENT is made and entered into this 8th day of October 2024, by and between **CITY OF THOUSAND OAKS**, a municipal corporation ("City"), and **AECOM TECHNICAL SERVICES, INC.** ("Consultant").

City and Consultant agree as follows:

1. RETENTION AS CONSULTANT

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 2. Consultant warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by Consultant are as follows:

Professional services in connection with the Supervisory Control and Data Acquisition (SCADA) System Optimization - MI 2665. Services and deliverables shall generally include the optimization to the existing PLC and SCADA programming and are more particularly set forth in the Scope of Work, attached as Exhibit "A," which is incorporated herein by reference.

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of **\$293,050.00** (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to Consultant for those expenses set forth in Consultant's Schedule of Fees attached as Exhibit "B", which is incorporated herein. The rates and expenses set forth in Exhibit "B" shall be binding upon Consultant until December 31, 2025, after which any change in the rates and expenses must be approved in writing by City's Project Manager (City is to be given 60 days-notice of any rate increase request), provided the not to exceed amount is the total compensation due Consultant for all work described under this Agreement.

(b) **Payment.** Consultant shall provide City with written verification of the actual compensation earned, in a form satisfactory to City's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including, if applicable, a list of hours worked by personnel classification). All payments shall be made within 30 days after City's approval of the invoice.

(c) **Extra Services.** Additional work not reasonably encompassed by the Scope of Services described in Section 2 may be agreed upon only by execution of a written Amendment to this Agreement. No liability or right to compensation for extra services shall exist without such Amendment. Unless otherwise stated in the Amendment, applicable rates for extra services shall be at the rates set forth in Exhibit "B".

(d) **Prevailing Wage.** Consultant may be obligated to pay prevailing wages under the California Labor Code. Consultant agrees to indemnify, defend and hold City harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of Consultant to be familiar with the California Labor Code as it relates to this contract, and failure or neglect of Consultant to understand the California Labor Code shall in no way relieve Consultant from any obligations.

(e) **Department of Industrial Relations Requirements.** Consultant's work under this contract may be subject to the payment of not less than prevailing wages under California Labor Code Sections 1720 and 1770 et Seq and subject to compliance monitoring and enforcement by the Department of Industrial Relations. No consultant or subconsultant may be awarded a contract for public work unless registered with the Department of Industrial Relations, pursuant to California Labor Code Section 1725.5. Consultant's DIR registration number is 1000005693.

(f) **Apprenticeship.** Labor Code section 1777. 5 requires the use of qualified apprentices by all trades, regardless of the dollar amount of their portion of the work, on public works contracts over \$30,000. Apprentices shall be used at no less than the ratio required by law, and shall be paid at the prevailing wage for apprentices in the trade for which they are registered. It is Consultant's sole responsibility to ensure that they and their subcontractors comply with the specific requirements of section 1777. 5.

4. CITY PROJECT MANAGER

The services to be performed by Consultant shall be accomplished under the general direction of, and coordinate with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Roner del Castillo.

5. TERM, PROGRESS AND COMPLETION

The term of this Agreement is from the date first written above to December 31, 2025, unless term of this Agreement is extended, or the Agreement is terminated as provided for herein.

City Manager or his or her designee shall have the authority to extend the term of this Agreement in writing no more than three separate times, for a period of one-year each. Extensions shall be memorialized by written amendment to the contract.

Consultant shall not commence work on the services to be performed under the Agreement until (i) Consultant furnishes proof of insurance as required by paragraph 9 below, and (ii) City's Project Manager gives written authorization to proceed with the work. All services shall be completed within the term of this Agreement.

6. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Consultant's drafts, notes and internal memorandum), including duplication of same prepared by Consultant in the performance of these services, are the property of City. City shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, graphics, brochures, reports, and other documentation for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACT

This Agreement is for professional services, which are personal to City. Jan Hauser is deemed to be especially experienced and is a key member of Consultant's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should said individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement.

This Agreement is not assignable by Consultant without City's prior written consent.

The following portions of the work described in this Agreement may be subcontracted out to other parties by Consultant: Design of System Architecture (Rovisys Automation and Information Solutions).

8. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Consultant's Damages. Consultant holds City, its elected officials, officers, agents, employees and volunteers, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third Party Claims/Liability. To the maximum extent allowed by law, Consultant shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, agents, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Consultant, or should City otherwise find Consultant's legal counsel unacceptable, then Consultant shall reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay City any final judgment rendered against City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Consultant's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Consultant's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of the Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.

(c) **Nonwaiver.** City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 9.

9. MINIMUM SCOPE AND LIMIT OF INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, and any extension thereof, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

Coverage shall be at least as broad as:

(a). **Commercial General Liability (CGL):** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry General Liability insurance coverage at least as broad as Insurance Services form CG 00 01 in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate for bodily injury, personal and advertising injury and property damage, including without limitation, blanket contractual liability.

(b). **Automobile Liability:** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Automobile Liability insurance coverage at least as broad as Insurance Services form CA 00 01 or the exact equivalent covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage of any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c). **Worker's Compensation:** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry workers' compensation statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for bodily injury or disease. Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its elected officials, officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and subcontractors.

(d). **Professional Errors and Omissions Insurance:** Consultant shall, at Consultant's sole cost and expense throughout the term of this Agreement, and any extensions thereof, carry professional errors and omissions coverage of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate, with tail coverage for an extended reporting period of three (3) years.

If Consultant maintains higher limits than the minimum shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

City, its elected officials, officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01 if a later edition is used). The provision shall also apply to any excess liability policies. In addition, Consultant shall ensure that the automobile liability policy contains a provision covering City as an additional insured, and shall obtain an endorsement to that effect if it does not.

Excess Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf" with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against the other. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and no-contributory basis for the benefit of City as required in written contract or agreement before City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these specifications or is cancelled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant's payments. In the alternative, City may cancel this Agreement.

City's Right to Revise Specifications

City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

Primary and Non-Contributory Coverage

For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects City, its elected officials, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it and shall be at least as broad as CG 20 01 04 13.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. City may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII, (unless otherwise acceptable to City).

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected officials, officers, agents, employees or volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. Consultant hereby waives his own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to City prior to commencement of work.

Claims Made Policies

If any of the required policies provided coverage on a claims-made basis:

- (a). The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
- (b). Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the work required under this Agreement.
- (c). If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Consultant shall provide City with copies of certificates (on City certificate form or an Accord form as modified per City direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to City. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

10. RELATION OF THE PARTIES

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or

agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. CORRECTIONS

In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work that may be disclosed during City's review of Consultant's report or plans. 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 charged to Consultant or withheld from any funds due to Consultant hereunder.

12. TERMINATION BY CITY

City Manager or his or her designee may terminate without cause any or all of the services agreed to be performed under this Agreement upon 30 calendar days' written notice. If termination is for cause, no advance notice need be given. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within 30 days following submission of a final statement by Consultant unless termination is for cause. In such event, Consultant shall be compensated only to the extent required by law.

13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents and consultants.

14. AUDIT OF RECORDS

Consultant shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination of this Agreement. Consultant agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Consultant shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Consultant with respect to this Agreement.

15. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

16. CONFLICT OF INTEREST

Consultant is unaware of any City employee or official that has a financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business by any City employee or official.

17. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

18. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

19. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

20. TAXPAYER IDENTIFICATION NUMBER

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as most recently issued by the Internal Revenue Service.

21. NON-APPROPRIATION OF FUNDS

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

22. MODIFICATION/AMENDMENT OF AGREEMENT

Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of the City and Consultant.

23. USE OF THE TERM "CITY"

Reference to "City" in this Agreement includes the City Manager or any authorized representative acting on behalf of City.

24. PERMITS AND LICENSES

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

25. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

26. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

27. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services and contains all of the covenants and agreements between the parties with respect to said services.

28. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

29. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Roner V. del Castillo,
PE, Associate Civil Engineer
Public Works Department
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362

TO CONSULTANT: Rosaida Harris, Project Manager
AECOM
3027 Townsgate Road
Westlake Village, CA 91362

30. SIGNATURES

(a) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) **Scanned Signatures.** In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) **Digital/Electronic Signatures.** This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

31. LEVINE ACT COMPLIANCE

California Government Code section 84308 (Levine Act) prohibits any Thousand Oaks City Council member from participating in any action related to a contract, agreement, or franchise agreement if the councilmember receives a campaign contribution totaling more than \$250 (aggregated) from the party to the contract, agreement, or franchise agreement, an agent of the party, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months. Councilmembers must also disclose any eligible campaign contribution received on the record of the proceeding.

Councilmembers are also prohibited from soliciting, accepting or directing campaign contributions totaling more than \$250 (aggregated) from the applicant or party, an agent of the applicant/party, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months, and for twelve (12) months following the date a final decision on the contract/agreement is made.

The Levine Act also required parties to a contract, agreement, or franchise agreement to disclose any campaign contribution over \$250 (aggregated) within

the preceding twelve (12) months by the party to the agreement, contract, or franchise agreement. The Levine Act does not apply to competitively bid, labor, or personal employment contracts. Where applicable, Consultant shall disclose any post award campaign contributions prior to seeking an amendment to this Agreement.

In order to assure compliance with these requirements, Consultant has provided the disclosure requirements identified in the Levine Act Disclosure Form, attached as Exhibit C, incorporated herein by reference, and Consultant verifies by its signature that it has completed Exhibit C in compliance of these requirements.

Consultant shall also be responsible for understanding and complying with requirements of Government Code section 84308, which prohibits parties to a contract/agreement, as well as their agents and representatives, from contributing more than \$250 (aggregated) to a City Council member of the City of Thousand Oaks for the 12 months prior to the award of this Agreement, and for the 12 months following award of this Agreement. Where applicable, Consultant shall disclose any post award campaign contributions prior to seeking an amendment to this Agreement.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

AECOM TECHNICAL SERVICES, INC.

Eric Garby, P.E., Managing Engineer

Armond Tatevossian, Secretary

CITY OF THOUSAND OAKS

Al Adam, Mayor

ATTEST:

Laura B. Maguire, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD:

Clifford G. Finley, Public Works Director

APPROVED AS TO FORM:

Office of the City Attorney

Tracy Friedl, Assistant City Attorney

EXHIBIT A SCOPE OF WORK

SCADA System Optimization (MI 2665)

Consultant shall provide the following services:

GENERAL:

The SCADA system shall be optimized to include local control of remote sites from Master site Edge Gateways, with a central existing Ignition Vision system. The optimization of the system architecture includes the following:

- Edge Gateways (existing and new)
- Edge Gateway HMIs (existing and new)
- CompactLogix PLCs (existing)
- Switches (existing)
- Radio communications equipment (existing)

The Consultant and its subconsultant shall work closely with the City engineering and operations staff to implement the Ignition Edge Control Optimization based on the scope of work listed below:

TASK 1 – PROJCT MANAGEMENT /QUALITY CONTROL

1.A Kickoff Meeting:

Set up and conduct a Kickoff Meeting (at City MSC for two hours) to bring all parties together, establish project communication channels, review project scope, review project schedule, and discuss issues. Critical issues and action items discussed during the kickoff meetings shall be documented by the consultant on the meeting minutes and submitted for City review and approval.

1.B Project Status Meetings:

Consultant and its Subconsultant shall arrange and conduct (including agenda and minutes) regularly scheduled project status meetings (13 one-hour meetings in-person/virtual) with City of Thousand Oaks project personnel to review progress and address project issues.

1.C Project Optimization workshop:

Consultant and its Subconsultant shall arrange, and conduct (including agenda, exhibits, and minutes) scheduled workshop meetings (up to five one-hour meetings in-person) with City of Thousand Oaks project personnel to discuss project implementation and challenges).

TASK 2 – IGNITION EDGE LOCAL CONTROL OPTIMIZATION

Consultant and its subconsultant shall optimize and implement modifications to the existing PLC and SCADA programming, configuration, and overall architecture, to allow for local control of the remote sites through exiting Ignition Edge Gateway.

The system architecture optimization includes but is not limited to the following:

1. Edge Gateways (existing and new)
2. Edge Gateway HMIs (existing and new)
3. CompactLogix PLCs (existing)
4. Switches (existing)
5. Radio communications equipment (existing)

Consultant and its subconsultant shall perform TASK 2 based on the following subtasks:

2.A Design Documentation:

2.A.1 I/O List

The I/O list present in O&M manual for the existing Ignition system shall be updated as part of this project. The I/O List is the foundation for the system design and hardware selection. It shall include tag names, descriptions, signal ranges, engineering units, and I/O card assignments.

2.A.2 Hardware Specification

With input from City's Operations staff modify the existing O&M manual for the Oakbrook site to include an Edge Gateway and HMI identical to other Master sites. During the project meetings/workshops the following activities shall be included:

- Confirm Architecture Design and component selections (Servers, Clients, Controllers, I/O Cards, Communications, Redundancy Aspects etc.).
- Confirm Control Panel Sizes and Internal Components (major layout features) to support procurement and assembly activities at the panel shop.

2.B Electrical Design

A set of standard electrical drawings shall be provided as part of the project in compliance with City standards. These electrical drawings shall be used for panel fabrication, installation, and commissioning of the system to accomplish the following:

- 2.B.1** System Architecture Drawings –the existing System Architecture Drawing provided in the original O&M manual for the CTO Ignition system will be updated to reflect optimizations changes.
- 2.B.2** Panel Assembly Drawings - Provide the panel layout and bill of materials to be used for assembly of a control panel.
- 2.B.3** Power Distribution Drawings - Provide details for power distribution for a control panel.
Power distribution drawings shall be provided for each panel that show UPS 120VAC, 120VAC, and DC power distribution.
- 2.B.4** Cable and Conduit Schedules – Define all required cable runs. For each cable, provide information, such as: Conduit Number, To and From, Cable Type, Cable Size, Quantity, Voltage Level, Supplied By, Installed By, and Process Area.

2.C Infrastructure Configuration

The following items to deliver a functional system shall be optimized as part of project:

- 2.C.1** Server Configuration (the new Oakbrook Reservoir Edge Gateway server) and Client Configuration – (the new Oakbrook Reservoir HMI client computer) shall be configured, which shall include:
 - 2.C.1.a Setting up the Gateway name.
 - 2.C.1.b Confirming all versions and apply any service packages or hotfixes necessary.
 - 2.C.1.c Connecting to existing workgroup accounts.
 - 2.C.1.d Creating file share structure necessary for the project.
 - 2.C.1.e Installing licensing.
 - 2.C.1.f Creating images of the computers after successful setup for disaster recovery
- 2.C.2** Network Configuration
The network setup and configuration shall be provided existing Oakbrook Reservoir network switch for new HMI and Edge Gateway.

2.D Graphics Configuration

The operator displays shall be configured to mimic the displays in the existing Vision application. Defined operator displays shall be reviewed with operations personnel prior to configuration and during the system testing phase of the project. The estimated number of displays needed is based on the existing Ignition Vision system. An Edge Perspective replica of each required remote site screen shall be provided.

2.E Control Strategy Configuration

The following configuration activities shall be completed to transplant approximately 33 control routines of each site from the existing Poller PLC to the required Master PLCs.

The following tasks shall be performed:

2.E.1 Setting up the control system and associated networks.

2.E.2 Configuring the I/O database.

2.E.3 Configuring the control strategies.

2.F Routines and Programming

The existing routines in the Polling PLC shall be moved to the required Master PLCs. This will leave the current PLC programming and functionality intact. This work does not include provisions to correct logic issues identified prior to the start of the project.

2.G Systems Interfaces

The system shall be configured with the following interfaces and protocols:

2.G.1 MQTT interfacing between MSC Ignition Vision system and Master PLCs

2.G.2 ABCIP interfacing between Master PLCs and Site PLCs

2.G.3 Adjusting the polling rates and polling types for Ignition tag groups to decrease communication overload.

2.H Historian Configuration

Configure each Master Edge Gateway to send historical data to the MSC Ignition Gateway during normal communication. Also, configure each Master Ignition Edge Gateway to store historical data during communication loss to the MSC Ignition Gateway. Preserve the existing historical data collection settings for each tag and gateway. Configuration shall include the following:

2.H.1 Initial application installation and setup.

2.H.2 Verify preservation of:

- Tag configuration for 823 tags.
- Collection rates
- Filtering
- Compression

2.I Onsite Services

Shall provide the following installation services:

2.I.1 Final connection verification (visual inspection of terminations)

2.I.2 Oakbrook Edge Gateway and HMI panel power up

2.I.3 Software configuration loading (post-FAT configuration) of all Master PLCs and Site PLCs

2.I.4 Decommissioning of MSC Poller PLC and backup Poller PLC

2.J Project Closeout

Edit and finalize changes to the existing O&M manual created for the original Ignition system. The optimization manuals shall be turned over to the City once the project has been successfully delivered. The updated O&M manuals shall also include the as-installed software configuration files. System architecture drawings showing the final installed system, at the completion of the project, shall be submitted to the City.

EXHIBIT B
AECOM
FEE SCHEDULE FOR PROFESSIONAL SERVICES
Effective January 1, 2024

Engineers, Planners, Architects, Scientists:

Technician	\$ 95.00 per hour
Engineer I/Specialist I	\$ 110.00 per hour
Engineer II/Specialist II	\$ 140.00 per hour
Engineer III/Specialist III	\$ 166.00 per hour
Engineer IV	\$ 185.00 per hour
Engineer V	\$ 210.00 per hour
Engineer VI	\$ 250.00 per hour
Engineer VII	\$ 274.00 per hour
Engineer VIII	\$ 297.00 per hour
Project Manager I	\$ 215.00 per hour
Project Manager II	\$ 215.00 per hour
Project Manager III	\$ 261.00 per hour
Project Manager IV	\$ 298.00 per hour
Principal	\$ 310.00 per hour

Construction Administration Personnel:

Resident Project Representative	\$ 153.00 per hour
Senior 1 Resident Project Representative	\$ 177.00 per hour
Senior 2 Resident Engineer	\$ 185.00 per hour
Resident Engineer	\$ 220.00 per hour
Construction Services Manager	\$ 280.00 per hour

Technical Support Staff:

Clerical/General Office	\$ 95.00 per hour
Administrative Specialist	\$ 110.00 per hour
Drafter/CADD Technician	\$ 120.00 per hour
Assistant CADD Operator	\$ 130.00 per hour
Designer/CADD Operator	\$ 140.00 per hour
Senior Designer/Design CADD Operator	\$ 154.00 per hour
Design/CADD Supervisor	\$ 175.00 per hour

Direct Project Expenses

Other Reproduction (8 1/2 x11 / 11x17 Color)	\$1.15 / 1.50 per page
Plan Sheet Printing - In House Bond/Vellum/Mylar	\$3.00/4.00/7.00 per sheet
Subcontracted Services/Reproduction	Cost + 15%
Subcontracted or Subconsultant Services	Cost + 15%
Auto Mileage for Construction Phase Services	IRS rate per mile
Travel & Subsistence (other than mileage)	Cost
Miscellaneous Materials	Cost + 15%

Fee schedule is subject to change annually.

Fee Schedule is subject to change annually, upon mutual agreement. Rates for additional classifications not identified above will be submitted to the client for approval prior to work on task order.

If authorized by the Client, an overtime premium multiplier of 1.5 may be applied to the billing rate of hourly personnel who work overtime to meet a deadline which cannot be met during normal business hours.

EXHIBIT C



LEVINE ACT DISCLOSURE FORM

California Government Code section 84308 (Levine Act) prohibits any Thousand Oaks City Council member from participating in any action related to a contract, agreement, or franchise agreement (excluding labor or competitively bid contracts) if the Council member receives a campaign contribution totaling more than \$250 (aggregated) from the party to the contract, agreement or franchise agreement, their agents, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months. Council members must also disclose any eligible campaign contribution received on the record of the proceeding.

Council members are prohibited from accepting, soliciting, or directing a campaign contribution of more than \$250 (aggregated) from a party, their agent/representative, or a financially interested participant during a proceeding and for 12 months following the date a final decision is made. In addition, a party, their agent/representative, or a financially interested participant is prohibited from contributing more than \$250 (aggregated) to a Council member during a proceeding and for 12 months following the date a final decision is made.

The Levine Act also requires parties to certain contracts, agreements, or franchise agreements to disclose any campaign contribution over \$250 (aggregated) within the preceding twelve (12) months by the party to the agreement, contract, or franchise agreement and their agents. The Levine Act does not apply to competitively bid, labor, or personal employment contracts.

☒ The Levine Act (Gov Code § 84308) DOES NOT apply to this proposal/application

☐ The Levine Act (Gov Code § 84308) DOES apply to this proposal/application and the required disclosure is set forth below:

1. Have you or your company, or any agent on behalf of you or your company, made campaign contributions totaling more than \$250 (aggregated) to any council member in the 12 months preceding the date you submitted your proposal/application, the date you completed this form, or the anticipated date of any Council action related to this proposal/application?

☐ YES

☒ NO

Council Member Name	Payee Name	Payment Date	Payment Amount
N/A			

2. Do you or your organization, or any agency or representative on behalf of you or your organization, anticipate or plan to make any campaign contributions of more than \$250 (aggregated) to any City Council member in the 12 months following any City Council action related to this proposal/application? ** There may be legal restrictions on making contributions during the 12 months following City Council Action. It is recommended that you consult with your own legal counsel regarding the requirements of law.


☐ YES

☒ NO

Council Member Name	Payee Name	Payment Date	Payment Amount
N/A			

Answering "YES" to either question above does not preclude the City of Thousand Oaks from entering into or taking any subsequent action related to this proposal/application. However, it may preclude the identified Council member(s) from participating in any actions/decisions related to this proposal/application.

09/12/2024	Eric Garibay	AECOM Technical Services, Inc.
Date	Printed Name/Title of Authorized Representative	Name of Business/Legal Entity


Signature

*** You must submit a supplemental form if you make any new reportable contribution(s) while the proposal/application is being considered ***

** "Aggregated" contributions, as described in FPPC Regulation §18438.5, include the following types of contributions made during a 12-month period: (1) all contributions made by the party or participant; (2) all contributions made by an agent of the party or participant; and (3) all contributions made by an individual or entity required to be aggregated with the party or participant, and any agent of the party or participant.