

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
February 11, 2020
Regular Meeting - 11:00 AM to 12:15 PM

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the fifteen minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the January 28, 2020 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Award Professional Services Agreement A-8859 with Water Systems Consulting, Inc. for Water Regulatory Compliance and Technical Assistance Services. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the City Manager to execute Professional Services Agreement A-8859 with Water Systems Consulting, Inc. (WSC) for a four-year term, in an amount not to exceed \$175,000, for water regulatory compliance and technical assistance services.

Contact: Rosemarie Gaglione, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item time estimates: (Staff Presentation / Committee Discussion / Public Comment)

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
January 28, 2020

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 11:01 a.m., Chair Perello called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Members Tim Flynn (arrived at 11:02), Bryan A. MacDonald, and Chair Bert E. Perello were present.

Staff members present were Alexander Nguyen, City Manager; Tara Mazzanti, Assistant City Attorney; Brian Yanez, Assistant Public Works Director; Todd Vasquez-Housely, Environmental Resources Division Manager; Ray Trevino, Wastewater Collections Manager; Tatiana Arnaut, City Engineer; Thien Ng, Assistant Public Works Director; Joe Rodriguez, Interim Fleet Services Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the January 14, 2020 regular meeting as presented.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the minutes as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

D. REPORTS

Public Works Department

1. SUBJECT: Amending Enterprise Fleet Management Agreement and Restructuring of Fleet Services Division.

RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute a first amendment to contract A-8136 with Enterprise Fleet Management, Inc. (Enterprise):

1. To increase the current contract value from \$675,000 by \$1,825,000 for a new total of \$2,500,000;
2. To extend the term through December 1, 2025;
3. Authorize Public Works Fleet Services Division to enroll approximately 375 city-owned vehicles into Enterprise's Maintenance Management Program and all new leased or City owned vehicles that qualify for the program;

4. Eliminate three (3) staff positions from Fleet Services Division; and
5. Authorize all City departments to utilize current vehicle replacement funds for leasing or future leasing.

Assistant Public Works Director Yanez gave a report. Discussion ensued among the Committee, staff, and Linda Fullerton of Enterprise Fleet Management.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

2. SUBJECT: Proposed Plans to Solicit Bids from Local Landfills.
RECOMMENDATION: That the Public Works and Transportation Committee receive a presentation and provide input on the proposed plans to solicit bids from local landfills.

The Environmental Resources Division Manager gave a report. Discussion ensued among the Committee and staff. No action was required.

3. SUBJECT: Purchase of New Sewer Cleaning Vehicle.
RECOMMENDATION: That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to execute a Purchase Order (PO) with Municipal Maintenance Equipment for the purchase of a new VAC-CON sewer cleaning combination truck in the amount of \$411,934.45.

The Wastewater Collections Manager gave a report. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

4. SUBJECT: Award Agreement A-8204 to Kennedy Jenks Consultants Inc., for Construction Management Services for the Hueneme Road Recycled Water Pipeline Phase II Project PW 17-42.
RECOMMENDATION: That the Public Works and Transportation Committee recommend City Council award and authorize the Mayor to execute Agreement A-8204 in an amount of \$733,120 with Kennedy Jenks Consultants Inc., for Constructability Review, Construction Management, Observation and Inspection Services for the Hueneme Road Recycled Water Pipeline Phase II Project PW17-42 (Project no. 106002).

The City Engineer gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Member MacDonald, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

5. SUBJECT: Approve AutoZone Parts, Inc. Agreement A-8149 for Fleet Services.
RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council:
 1. Approve and authorize the Mayor to execute Agreement A-8149 with AutoZone Parts, Inc. (AutoZone) to provide off-site automotive parts, supplies and services required by the Fleet Services Division, for an amount not to exceed \$4,600,000 and valid through

November 30, 2024; and

2. Ratify the change order to the existing AutoZone Blanket Purchase Order 7155, for parts and supplies needed until Agreement A-8149 is approved by City Council.

The Interim Fleet Services Manager gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Member MacDonald, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

6. SUBJECT: Award Trade Services Agreement A-8192 to PBC Commercial Cleaning Systems, Inc. for Custodial Services for the Oxnard Transit Center (OTC).

RECOMMENDATION: That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to execute Trade Services Agreement No. A-8192 with PBC Commercial Cleaning Systems, Inc., (CCS) for a term of three (3) years for a total contract value of \$436,425 to provide custodial services at the Oxnard Transit Center located at 201 East Fourth Street.

The Assistant Public Works Director Yanez gave a report. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

7. SUBJECT: Award Agreement A-8201 to Toro Enterprises for the Cast Iron Pipe Replacement Project.

RECOMMENDATION: That the Public Works and Transportation Committee recommends the City Council:

1. Award and authorize the Mayor to execute Agreement A-8201 in the amount of \$4,643,679 for the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project PW 19-94 with Toro Enterprises, Inc.;
2. Approve \$464,368 for Project contingency and \$325,058 for engineering, inspection, survey and project management for the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project; and
3. Approve a budget appropriation of \$3,939,827 from the Water Operating Fund (601) for the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project, Project Nos. 183108 and 153117, respectively.

The City Engineer gave a report. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS

Chair Perello requested a future item on funds for the SCR-3 levee completion, and suggested staff provide information to the public on neighborhoods where upcoming street projects will be taking place.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 12:40 p.m.

MICHELLE ASCENCION, CMC
City Clerk

BERT E. PERELLO
Chair

DRAFT



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1.

DATE: February 11, 2020

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Award Professional Services Agreement A-8859 with Water Systems Consulting, Inc. for Water Regulatory Compliance and Technical Assistance Services. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the City Manager to execute Professional Services Agreement A-8859 with Water Systems Consulting, Inc. (WSC) for a four-year term, in an amount not to exceed \$175,000, for water regulatory compliance and technical assistance services.

BACKGROUND

The City of Oxnard, as one of over 400 urban water suppliers across the State, is increasingly challenged to meet, plan for and anticipate known and future permitting, reporting, and technical needs. In May 2018, the California State Legislature enacted Senate Bill 606 and Assembly Bill 1668. Collectively titled, *Making Water Conservation a California Way of Life*, the laws create a new framework of long-term conservation improvements to prepare California for climate change and longer, more intense droughts. Additionally, with the goal of improving the state's water future for generations, the bills amend existing law to provide increased reporting requirements and management actions for water suppliers, including Oxnard, and grant new enforcement authority for the State Water Board, including fines for non-compliance (up to \$1,000 per day during non-drought years and \$10,000 per day during drought emergencies).

DISCUSSION

In order to meet and adapt to the evolving water regulations, the Water Division anticipates requiring technical assistance and professional expertise over the next four years. Specifically, the State's new water conservation laws increase and expand requirements for the following major tasks:

1. Water Shortage Contingency Plan (WSCP) – Response framework and action plan for emergency and other shortage conditions, including drought (due July 1, 2021).
2. 2020 Urban Water Management Plan (UWMP) - Analysis of water supply reliability, strategies for meeting future water needs and drought risk assessment (due July 1, 2021).
3. Water Shortage Assessment Annual Report – Anticipate shortage, triggered shortage response actions,

compliance and enforcement actions and communication actions consistent with the Water Shortage Contingency Plan (first due June 1, 2022).

4. Water Use Objective Annual Report (WUOR) – Report on progress to meet system-wide Water Use Objective or Water Use Target (first due November 1, 2023). In 2022, each urban water supplier, including Oxnard, will set its Water Use Objective based on efficient indoor residential water use, efficient outdoor residential water use, efficient commercial, industrial and institutional (CII) irrigation with dedicated meters, system water loss and other unique local uses.

5. Urban Water Management Plan Supplement – Update to include action plan for water supplier to meet Water Use Objective by 2027 (due January 1, 2024).

As outlined in the agreement, Water Systems Consulting, Inc. (WSC) shall provide technical assistance to prepare the necessary reports and plans for the City. In addition, since the State Water Board and the State Department of Water Resources are currently in the process of finalizing many of the details associated with the requirements, WSC will assist in completing related regulatory and environmental tasks during the term of the agreement.

On September 24, 2019, the City's Purchasing Division, on behalf of the Water Division, released a request for proposals (RFP) for water regulatory compliance and technical assistance services to support fulfillment of water regulations. The RFP closed on October 22, 2019 with a total of four submissions. Following an evaluation, consisting of the Water Resources Manager, Water Conservation Outreach Coordinator and Management Analyst, WSC was selected as the most qualified consultant. In order to meet all known state-required deadlines, the agreement period is four years from the initial execution date.

STRATEGIC PRIORITIES

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

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

Objective 5a. Develop and implement a sustainability plan.

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

There is sufficient funding available in Fiscal Year 2019-20 within the Water Operating Fund (601-6010-842.82-09) to cover the anticipated expenditures of \$18,960. In subsequent fiscal years, funds will be requested in respective budgets from the Water Operating Fund (601).

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. 8859-19-PW Water Systems Professional Services Agreement (CA_VEN Sigs)

2. Request for Proposals
3. Water Systems Consulting A-8859 Powerpoint Final

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 18, 2020
- (2) Consultant: Water Systems Consulting, Inc.
- (3) Services: Water Regulatory Compliance and Technical Assistance Services
- (4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein
- (5) Agreement Ending Date: February 28, 2024
- (6) Total Agreement Amount: \$175,000
-
- (7) City's Project Manager: Nancy Broschart, Water Resources Manager
- (8) Consultant's Project Manager: Spencer Waterman, Project Manager
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:
- | | |
|---|---|
| <i>FOR CONSULTANT:</i>
805 Aerovista Place, Suite 201
San Luis Obispo CA 93401
Attn: Spencer Waterman, Project Manager | <i>FOR CITY:</i>
214 South C St.
Oxnard, CA 93030
Attn: Nancy Broschart, Water Resources Manager |
|---|---|
- (11) Contact Emails:
- | | |
|--|--|
| <i>CONSULTANT'S PROJECT
MANAGER:</i>
swaterman@wsc-inc.com | <i>CITY'S PROJECT MANAGER:</i>
nancy.broschart@oxnard.org |
|--|--|

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

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

3. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of cardinal importance in this Agreement.

4. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

5. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

6. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the

current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall 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. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before

the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

15. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys’ fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, “Claims”), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant’s work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant’s indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

16. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in “(9) Insurance Coverage” on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City’s Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City’s Risk Manager evidence of insurance coverage as specified in “(9) Insurance Coverage” on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant’s failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement (“Documents and Materials”) shall be the City’s property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered “works made for hire,” and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or

dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement. Notwithstanding any other provision of this Agreement, City's rights in all Documents and Materials under Section 19(a) and (b) and any other provision of this Agreement and Consultant's obligations with respect to such Documents and Materials are conditioned on Consultant's receipt of all undisputed amounts due to it under this Agreement.

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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

19. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. 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; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its 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, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

21. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the Standard of Care, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

22. Compliance with Laws. In performing the Services under this Agreement, Consultant shall exercise the Standard of Care to comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate except those certificates, licenses and permits customarily obtained by a project owner. Consultant will not start performance of the scope of work until a City business tax certificate is obtained.

23. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

24. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

25. Non-Assignability. 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. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnites from and against all Claims arising from or relating to any unauthorized assignment.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

27. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

28. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

29. Force Majeure. 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 are not be limited to acts of God, riots, and acts of war, epidemics, fire, earthquakes, or other disasters.

30. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

31. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

32. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

33. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

34. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

35. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

36. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

37. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

38. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

39. Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and its officers, directors, partners, employees, agents, and subconsultants, to City, and anyone claiming through or under City, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Consultant or \$300,000, whichever is greater.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

Tim Flynn, Mayor Date

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) 1-7-2020
Date

WATER SYSTEMS CONSULTING, INC.

Jeffrey Szytel, President 1/6/2020
Date

Joshua Reynolds, Vice-President 1/3/2020
Date

SCOPE OF SERVICES EXHIBIT

Task 1 – Scope of Services

1.0 Consultant shall provide technical and environmental expertise to include a plan for anticipated known and future permitting, reporting and technical needs; such as plan for permanent water conservation laws implementation and guidance; regulatory permitting and compliance; and technical planning for water and recycled system expansion/emergency/improvements.

The following tasks are typical of the services to be performed. The City reserves the right to modify or substitute tasks as necessary.

1.1 Water Conservation Laws

In 2018, the California State Legislature enacted two policy bills, Senate Bill 606 and Assembly Bill 1668, to establish a new foundation for long-term improvements in water conservation and drought planning to adapt to climate change and the resulting longer and more intense droughts. These two laws amend existing law to provide expanded and new authorities and requirements to enable permanent changes and actions for those purposes, improving the state's water future for generations to come.

1.2 The new water efficiency laws have many increased requirements for urban water retailers:

- a) Water Shortage Contingency Plan (WSCP)
- b) 2020 Urban Water Management Plan (UWMP) - due July 1, 2021
- c) Water Shortage Assessment Annual Report – first due June 1, 2022
- d) Water Use Objective Annual Report (WUOR) – first due November 1, 2023
- e) Urban Water Management Plan Supplement - due January 1, 2024

1.3 Consultant shall prepare the necessary reports and plans for the City that fulfill the State reporting requirements. It is recognized that the State Department of Water Resources (DWR) is in the process of finalizing many of the details associated with the new requirements. Therefore, other tasks may be authorized during the performance of the Agreement, on an as-needed basis, in accordance with this Scope.

1.4 The services to be provided by the Consultant in the preparation of the plans and reports include, but are not limited to, the following items Task 1 through Task 14.

Task 2 – Project Administration and Management

2.0 Consultant shall manage the project and costs. Consultant shall assign a project manager for the project who will act as the City's primary contact and will be entirely responsible for the Consultant's work (including sub-consultant work). The following project management activities will be required:

2.1 Project Kickoff Meeting – Conduct meeting to discuss the City's expectations for the project, review provided information, request additional information, review timelines, and establish communication protocols for the project.

2.2 Monthly Progress Reports – Consultant shall provide monthly progress reports to the City's project manager containing the following information:

- a) Work completed in the latest reporting period.
- b) Work anticipated to be completed in the next reporting period.
- c) Problems/obstacles identified during the reporting period.

- d) Outstanding issues.

2.3 Coordination Meetings – Consultant shall conduct coordination meetings with City staff as needed. Consultant shall provide an agenda and prepare minutes for all meetings. In addition, Consultant shall update the project schedule prior to the coordination meeting and present updates at the meeting.

Task 3 – Data Collection and Background Information Review

3.0 Consultant shall review background information regarding the City’s service area, water supply, water demand, and water policies. The objective of this task is to gather available data necessary to satisfy the known requirements. Consultant shall provide a list of the required data necessary to complete the reports and plans. Information to be collected and reviewed includes, but is not limited to, the following:

- a) 2010 and 2015 Urban Water Management Plan (UWMP)
- b) Current and proposed land uses
- c) Population estimates and projections
- d) Historical, current, and projected water consumption by user class (residential, commercial, industrial, institutional, parks, others) including recycled water demand
- e) Historical and current water billing data to determine appropriate water demand factors
- f) Water resources, including reliability
- g) Water quality issues, including known contaminants
- h) Current water rate structure
- i) Conservation accomplishments
- j) Conservation Ordinances currently or previously adopted by the City
- k) Planned modifications to the City water system and available supply.
- l) 2015 Integrated Public Works Master Plan
- m) Water Resources Management Plan

Task 4 – Prepare Water Shortage Contingency Plan

4.0 Consultant shall prepare the City’s Water Shortage Contingency Plan (WSCP) integrating components from the 2015 UWMP and the new State requirements to produce a separate plan document. Development of the WSCP will provide a response framework and action plan for emergency and other shortage conditions, including drought. The WSCP also provides the basis for the Water Shortage Assessment Report, due annually beginning on June 1, 2022.

4.1 The WSCP is generally expected to contain the following information:

- a) Annual Water Budget Forecast Procedures – Define the process, data inputs, and water year schedule used to develop the Annual Water Budget.
- b) Annual Water Budget Assessment Methodology – Define the methodology necessary to conduct an Annual Water Budget Forecast assessing shortage risks.

- c) Annual Water Budget Evaluation Criteria – Define a set of evaluation criteria that will be used to conduct the Water Budget Forecast.
- d) Shortage Levels – Include six standard shortage levels, representing the actual shortage, or predicted shortage determined by the Annual Water Budget Forecast.
- e) Shortage Response Actions (SRA) – Define locally appropriate short-term water efficiency and/or demand reduction actions, supply augmentation, and/or operational changes necessary to respond to actual or predicted shortage conditions.
- f) Communication Plan – Describe planned communication strategies and actions intended to quickly inform customers, the public, and regional and State interests, about current shortages or predicted shortages.
- g) Customer Compliance, Enforcement, and Appeal/Exemption Procedures – Describe methods and procedures in place to gain customer compliance, enable enforcement to gain compliance, and enable customer appeal process for unique circumstances.
- h) Implementation Authorities – Demonstrate specific ordinances, resolutions, or other authorities are in place to quickly implement SRAs.
- i) Financial Plan for Drought Conditions – Describe the management of revenue and expense variances when SRAs are triggered, including but not limited to, customer rate adjustments, or use of financial reserves.
- j) Monitoring and Reporting Requirements and Procedures – Outline internal and external monitoring and reporting procedures to assure appropriate data are being collected, tracked, and analyzed for purposes of monitoring customer compliance, and to meet DWR reporting requirements.
- k) Re-evaluation and Improvement Process – Identify procedures for monitoring and evaluating the functionality of the WSCP.
- l) An update to the WSCP is required as part of the submittal of the 2020 UWMP. Therefore, this task is intended to be completed prior to and in anticipation of the 2020 UWMP requirements.

Task 5 – Prepare 2020 Urban Water Management Plan

5.0 Consultant shall prepare the City’s 2020 Urban Water Management Plan (UWMP) to meet all the State requirements. The UWMP is due by July 1, 2021. The State is expected to issue guidelines by spring 2020. The following subject areas have traditionally been included in the UWMP but may be greatly altered by the expanded requirements:

- a) Water Conservation - Summarize the water conservation, or demand management, goals, programs implemented to date, and overall progress and effectiveness of the current conservation program in relation to the new water conservation laws.
- b) Water Recycling – Update the plan to reflect the current and projected status of the City’s Recycled Water Program based on the Water Resources Management Plan. Describe the projected availability of recycled water and its potential for use as a water source within the City, including indirect and direct potable reuse.

- c) Groundwater – Update UWMP to account for changes to the City’s groundwater supply, including long-term groundwater allocation reductions by the Fox Canyon Groundwater Management Agency (FCGMA), due to the Sustainable Groundwater Management Act requirements.
- d) Integrated Resources Planning – Plan should include a discussion of Oxnard’s roles and responsibilities relating to local integrated regional water management planning efforts.
- e) Alternative Water Supplies – Describe opportunities for development of new water supply sources including stormwater.
- f) Water Service Reliability – Provide an analysis of the reliability of the City’s water service to its customers.
- g) Climate Change Impacts and Drought Risk Assessment – Provide an analysis of potential climate change impacts and drought risks, evaluating plausible worst-case conditions for a period of at least five years. Define a set of evaluation criteria that is locally applicable and includes historical drought hydrology, plausible climate change effects for existing supplies and demands, plausible regulatory changes, and demand projections.
- h) Water Shortage Contingency Plan – The State requirements call for an update to the Water Shortage Contingency Plan to be included. Since a new Water Shortage Contingency Plan is expected to be completed prior to the 2020 UWMP, further updates are not anticipated but could be necessary
- i) Water System Loss – Incorporate information to document whether the City met its distribution loss standards.
- j) New Provisions – Provide necessary studies, research, and contents required by the expanded requirements for the 2020 UWMP.
- k) Coordination – The 2020 UWMP has new coordination expectations with local stakeholders and agencies which include, but are not limited to:
 - i. Calleguas Municipal Water District
 - ii. Metropolitan Water District of Southern California
 - iii. United Water Conservation District
 - iv. Pleasant Valley Water District
 - v. Fox Canyon Groundwater Management Agency
 - vi. Port Hueneme Water Agency
 - vii. Local water mutual companies

Task 6 – Prepare Draft/Final Report Plan

6.0 Consultant shall document the 2020 UWMP for the City. The following steps are those traditionally conducted in the review and approval process but may be altered by the new State requirements:

- a) Administrative Draft – Consultant shall provide ten (10) copies of the Draft 2020 UWMP to the City including all tables, figures, and appendices for internal staff review.
- b) Public Draft – Consultant shall incorporate staff comments/edits into a second draft for public review. Consultant shall work with City staff to present the Public Draft to the City’s Public Works & Transportation Committee. The Public Draft shall also be distributed to the following agencies and organizations for review and comment: City of Ventura, City of Camarillo, City of Port Hueneme, nearby special districts, United Water Conservation District, Calleguas Municipal Water District, Fox Canyon Groundwater Management Agency, Chamber of Commerce Water Issues Subcommittee, Watersheds Coalition of Ventura County, interested community groups, and others as directed by the City.
- c) Final Draft – Consultant shall incorporate comments from the public review process into a third draft and provide fifteen (15) copies for City Council Review, including public comment at a public hearing.

Consultant shall also prepare a presentation for the public hearing to present the Draft 2020 UWMP to City Council.

- d) Consultant shall incorporate any comments/edits received at the City Council meeting before providing a dated copy, stamped DRAFT, to the DWR for review and comments. Consultant shall consult with the DWR on their comments/questions and edit the 2020 UWMP as necessary to incorporate their responses. Upon incorporation of any edits required by the DWR, the 2020 UWMP shall be submitted to City Council for final adoption.

Task 7 – Prepare Water Shortage Assessment Annual Report

7.0 Consultant shall prepare the City’s first Water Shortage Assessment Annual Report, expected to be submitted to DWR by June 1, 2022. Consultant shall conduct a water supply and demand assessment, based on the Water Shortage Contingency Plan, to create the required report. It is expected that the State will issue explicit report standards and instructions. Consultant shall ensure that the City’s report fulfills all requirements. Once the report is created, City staff will complete and submit the report each year thereafter.

Task 8 – Prepare Water Use Objective Annual Report

8.0 Consultant shall prepare the City’s first Water Use Objective Annual Report, expected to be submitted to DWR by November 1, 2023. The first report will set the water system demand target based on the calculations and methodologies required by the State for each customer class and water usage categories. It is expected that the State will issue explicit report standards and instructions. Consultant shall ensure that the City’s report fulfills all requirements. Once the report is created, City staff will complete and submit the report each year thereafter.

Task 9 - Prepare Urban Water Management Plan Supplement

9.0 Consultant shall prepare the required supplement to the 2020 UWMP, expected to be submitted to DWR by January 1, 2024. The supplement will address the City’s plan to implement demand measures to achieve the water use objective, as established by the Water Use Objective Annual Report, submitted in November 2023. Consultant shall ensure that the City’s UWMP supplement fulfills all requirements.

Task 10 – Water Conservation Support Services

10.0 The State Water Resources Board and DWR are working diligently to meet the deadlines set by SB 606 and AB 1668. Many details of the new and expanded requirements are under development and, as such, are of a dynamic nature and cannot be completely anticipated. Consultant shall provide other related support services in order to meet all requirements as negotiated during the term of the Agreement.

Regulatory Permitting – Planning and Compliance Assistance

Task 11 – Regulatory Support Services

11.0 Water quality, water system operations, water loss and environmental regulations continue to expand permitting and reporting requirements. Implementation of industry best practices may also help position the City to meet future requirements. Consultant shall provide on-call technical assistance to comply with existing and new requirements as well as support planning and implementation of best practices to improve the City’s operational resiliency and effectiveness.

Technical Planning - Water System Expansion/Emergency/Improvements

Task 12 – Emergency Water Supply Connections

12.0 In conjunction with the Water Shortage Contingency Plan, Public Works Integrated Master Plan and other reports and documentation, analyze current and potential emergency connections, identify points of vulnerability and prepare a Technical Memorandum with corrective actions and future system improvements.

Task 13 – Neighboring Small Water Systems Emergency and Technical Planning

13.0 Within Senate Bill 606 and Assembly Bill 1668 are new requirements for small water systems to conduct greater planning for water shortage contingencies to improve resiliency. A County-wide effort is anticipated and the City has a number of neighboring small water systems nearby, adjacent and within the City limits. Consultant shall provide technical assistance to support regulatory and planning efforts related to small water systems, including evaluation of future inclusion into Oxnard’s service area.

Task 14 – Planning Technical and Operational Support Services

14.0 Consultant shall provide on-call technical and environmental support services related to evaluation of water and recycled system improvements, expansion planning and water contracts/agreements.

RATES AND COSTS EXHIBIT

Description	
Task 1 - Scope of Services	\$ 2,800
Task 2 - Project Administration & Management	\$ 15,148
Task 3 - Data Collection & Background Information Review	\$ 4,900
Task 4 - Prepare Water Shortage Contingency Plan	\$ 23,300
Task 5 - Prepare 2020 Urban Water Management Plan	\$ 33,540
Task 6 - Prepare Draft/Final Report Plan	\$ 17,325
*Task 7 - Prepare Water Shortage Assessment Annual Report	\$ 3,060
*Task 8 - Prepare Water Use Objective Annual Report	\$ 6,120
*Task 9 - Prepare Urban Water Management Plan Supplement	\$ 7,700
*Task 10 – Water Conservation Support Services	\$ 15,000
*Task 11 – Regulatory Support Services	\$ 12,000
*Task 12 – Emergency Water Supply Connections	\$ 9,107
*Task 13 – Neighboring Small Water Systems Emergency and Technical Planning	\$ 15,000
*Task 14 – Planning Technical and Operational Support Services	\$ 10,000
Total	\$ 175,000

Tasks	Budget	FY 19-20 (4 mo)	FY 20-21	FY 21-22	FY 22-23	FY 23-24 (8 mo)	Totals	State Deadlines
1	2,800	2,800					2,800	
2	15,148	1,260	3,787	3,787	3,787	2,527	15,148	
3	4,900	4,900					4,900	
4	23,300	10,000	13,300				23,300	July 1, 2021
5	33,540		33,540				33,540	July 1, 2021
6	17,325		17,325				17,325	July 1, 2021
7	3,060			3,060			3,060	June 1, 2022
8	6,120					6,120	6,120	Nov. 1, 2023
9	7,700					7,700	7,700	Jan. 1, 2024
10	15,000		3,750	3,750	3,750	3,750	15,000	
11	12,000		3,000	3,000	3,000	3,000	12,000	
12	9,107		4,554	4,554			9,107	
13	15,000		3,750	3,750	3,750	3,750	15,000	
14	10,000		2,500	2,500	2,500	2,500	10,000	
Total	\$175,000	\$18,960	\$85,506	\$24,401	\$16,787	\$29,347	\$175,000	

Tasks 1 through 6 & 12: Consultant proposes the same services, hours and deliverables for these tasks as proposed in Attachments 5 and 7 of Consultant's original proposal.

Tasks 7-9*: These tasks are for reports in future years where the scopes of the reports have not been defined by DWR. Therefore, the scope is uncertain and a not to exceed amount is proposed in the table above to be used as directed by City staff on a time and materials basis.

Task 7 – Prepare Water Shortage Assessment Annual Report

DWR has not issued guidance for the contents of this report. Therefore, the scope is uncertain and a not to exceed amount is proposed in the table above to be used as directed by City staff on a time and materials basis. The amount is based on Consultant’s understanding of the framework set forth in DWR’s “Primer of 2018 Legislation on Water Conservation and Drought Planning Senate Bill 606 (Hertzberg) and Assembly Bill 1668 (Friedman)”.

Task 8 – Prepare Water Use Objective Annual Report

DWR has not issued guidance for the contents of this report. Therefore, the scope is uncertain and a not to exceed amount is proposed in the table above to be used as directed by City staff on a time and materials basis. The amount is based on Consultant’s understanding of the framework set forth in DWR’s “Primer of 2018 Legislation on Water Conservation and Drought Planning Senate Bill 606 (Hertzberg) and Assembly Bill 1668 (Friedman)”.

Task 9 – Prepare Urban Water Management Plan Supplement

DWR has not issued guidance for the contents of this report. Therefore, the scope is uncertain and a not to exceed amount is proposed in the table above to be used as directed by City staff on a time and materials basis. The amount is based on Consultant’s understanding of the framework set forth in DWR’s “Primer of 2018 Legislation on Water Conservation and Drought Planning Senate Bill 606 (Hertzberg) and Assembly Bill 1668 (Friedman)”.

Tasks 10, 11, 13 & 14*: A not to exceed amount is proposed in the table above to be used as directed by City staff on a time and materials basis.

Task 10 – Water Conservation Support Services

A not to exceed amount is proposed in the table above to be used as directed by City staff on a time and materials basis.

Task 11 – Regulatory Support Services

A not to exceed amount is proposed in the table above to be used as directed by City staff on a time and materials basis.

Task 13 – Neighboring Small Water Systems Emergency and Technical Planning

A not to exceed amount is proposed in the table above to be used as directed by City staff on a time and materials basis.

Task 14 – Planning Technical and Operational Support Services

A not to exceed amount is proposed in the table above to be used as directed by City staff on a time and materials basis.

**INSURANCE EXHIBIT
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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE					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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ 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 ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 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 I. 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: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL 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		

GENERAL 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			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS	
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$ EACH OCCURRENCE AGGREGATE	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			
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:			
INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
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.			
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.			
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.			
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.			
SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or If excess, affords coverage which is at least as broad as the primary insurance form CG0001.			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		☐ 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: _____	

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 \$ _____ applies to	
NAMED INSURED		coverage. ☐ Per Occurrence ☐ Per Claim (which)	
		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		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		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. 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. 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. 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. 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. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or 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		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		☐ 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 _____	



City of Oxnard
Request for Proposals (RFP)

**WATER REGULATORY COMPLIANCE
AND
TECHNICAL ASSISTANCE SERVICES**

Bid Close Date: October 22, 2019
by 2:00 p.m. PT

City of Oxnard
Purchasing Division, Finance Department
300 West Third Street
Oxnard, CA 93030

Solicitation opportunities: <https://www.oxnard.org/rfps-and-rfqs/>
City Website: <https://www.oxnard.org/>

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A. SOLICITATION INTRODUCTION

- 1.0 Timeline of Events
- 2.0 Background of the City of Oxnard
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- Tab A – Proposal Checklist
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- Tab C – Company Profile/ Experience
- Tab D – Scope of Services
- Tab E – References
- Tab F – Cost/Budget Narrative
- Tab G – Proposer Attachment

Attention Proposers: please complete this document and upload as part of your bid response.

1. TIMELINE OF EVENTS

Proposers will be responsible to carefully examine the requirements contained herein.

Proposed Timeline

DATE	ACTIVITY
September 24, 2019	Release of Solicitation
October 9, 2019	Mandatory Proposers Meeting City of Oxnard Council Chambers 305 West 3rd St. Oxnard, CA 93030 Time: 10:00 am Parking is available on B Street.
October 14, 2019	Last day for Questions by Proposers Proposer inquiries must be submitted online: Public Purchase website.
October 22, 2019	Submission of the Proposal is to be uploaded to the Public Purchase website on or before by <u>2:00 p.m.</u>
October-November 2019	Review of Proposals
unassigned	To be determined
November-December 2019	Agreement Development/Negotiations
December 2019	City Council approval (if necessary, e.g., over \$200,000)
December 2019	Contracted work begins

The above dates are tentative and are subject to change as necessary.

2.0 BACKGROUND OF THE CITY OF OXNARD

Oxnard, a vibrant and growing community of approximately 210,000 people, is located on the beautiful Southern California coast and is the largest and most populous city in the County of Ventura. Nestled about 60 miles northwest of Los Angeles and 35 miles south of Santa Barbara, Oxnard prides itself on its rich diversity and culture. Oxnard is a full-service city. Incorporated as a general law city in 1903, Oxnard operates under the council-manager form of government. The governing body, the City Council, is composed of seven (7) members.

This city by the Pacific Ocean is an ideal place to raise a family; Oxnard residents enjoy a spirit of community pride. With its attractive residential areas located among tree-lined streets, parks and beaches, Oxnard provides a wide variety of housing choices.

3.0 PERIOD OF PERFORMANCE

The period of performance anticipated for this solicitation and shall be for three (3) years, with each year renewable in one (1) year increments effective upon signature of an Agreement by both parties, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services.

4.0 INTRODUCTION

California's regulatory environment for the water industry is facing increasingly stringent and changing requirements. Urban water suppliers are challenged to meet, plan for and anticipate known and future permitting, reporting and technical needs. The City of Oxnard's Purchasing Division on behalf of the Water Division (City) is seeking technical and environmental expertise to support these efforts: permanent water conservation laws implementation and guidance; regulatory permitting and compliance; and technical planning for water and recycled system expansion/emergency/improvements.

Tab A – Proposal Checklist

Instructions:

- a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.
- b) Follow the instructions in each section of this solicitation.
- c) Present all requested items in the index tabs ordered A through G as shown.
- d) Label each item presented and include additional items on your table of contents.
- e) All proposals must include a detailed description of each proposed service to be provided.
- f) Proposers that do not follow the bid instructions found in the separate document titled “**Terms and Conditions**” may be found to be “non-responsive” and disqualified from the bid process.

Name of Company:

Service to provide:

Main Point of Contact:

E-mail:

Phone:

Tab A Proposal Submission Checklist

General Proposer Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

	Page Number
☐ Tab A: Proposal Checklist (<i>this page</i>)	_____
☐ Tab B: Acknowledgements	_____
☐ Tab C: Company Profile/ Experience	_____
☐ Tab D: Scope of Services	_____
☐ Tab E: References	_____
☐ Tab F: Cost/Budget Narrative	_____
☐ Tab G: Proposer Attachment	_____

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, _____, a duly authorized agent of

Printed Name of Agent/Officer

Name of Organization

hereby certify that _____ by submission of this proposal in response to the
Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: _____

Date: _____

Title of Agent/Officer: _____

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Tab B - Acknowledgement

1. Clarifications, Exceptions, or Deviations

All Proposer(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Proposer Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable**:

- a. Termination
- b. Indemnification
- c. Insurance
- d. Conflict of Interest
- e. Governing Law
- f. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

PROPOSER'S RESPONSE:

2. Evidence of Insurability/Business Licenses

All Proposer(s) shall submit evidence of all required insurance. If awarded the contract the Proposer has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Proposer must provide a copy of current business license or other applicable licenses.

3. Transition (If applicable)

Upon expiration or termination of this agreement for any reason, during the transition close-out period the company/firm/contractor agrees to:

- a. Continue delivering services until notified otherwise; and
- b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent company/firm/contractor; and
- c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new company/firm/contractor, upon termination or expiration of this agreement for any reason; and
- d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab C - Company Profile/Experience

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The company profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

PROPOSER'S RESPONSE:

2. Company overview and disclosure of services or activities performed, including:

- a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to any Oxnard elected officials.
- b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. **PROPOSER'S RESPONSE:**

b. **PROPOSER'S RESPONSE:**

c. **PROPOSER'S RESPONSE:**

d. **PROPOSER'S RESPONSE:**

3. An explanation of any litigation, current or within the last 5 years, involving the Proposer or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

PROPOSER'S RESPONSE:

4. List the members of your organization who are authorized to negotiate the agreement. Please provide an email address for each individual listed.

PROPOSER'S RESPONSE:

5. Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Proposer shall specifically provide the following information on all employees to be providing services related to this solicitation:

- a. Current Responsibilities
- b. Qualifications/Experiences
- c. Education
- d. Certifications/licenses, if applicable
- e. List other pertinent information that will assist in evaluating Proposer's qualifications.

a. ***PROPOSER'S RESPONSE:***

b. ***PROPOSER'S RESPONSE:***

c. ***PROPOSER'S RESPONSE:***

d. ***PROPOSER'S RESPONSE:***

e. ***PROPOSER'S RESPONSE:***

Proposer can add as many sections to this response box as it needs to state all employees providing services.

Tab D - Scope of Services

This solicitation has a space provided under each question the City has of the Proposer. **Proposers must address all points in this section.**

Scope of Services

The following tasks are typical of the services to be performed. The City reserves the right to modify or substitute tasks as necessary.

Water Conservation Laws

In 2018, the California State Legislature enacted two policy bills, Senate Bill 606 and Assembly Bill 1668, to establish a new foundation for long-term improvements in water conservation and drought planning to adapt to climate change and the resulting longer and more intense droughts. These two laws amend existing law to provide expanded and new authorities and requirements to enable permanent changes and actions for those purposes, improving the state's water future for generations to come.

The new water efficiency laws have many increased requirements for urban water retailers:

- Water Shortage Contingency Plan (WSCP)
- 2020 Urban Water Management Plan (UWMP) - due July 1, 2021
- Water Shortage Assessment Annual Report – first due June 1, 2022
- Water Use Objective Annual Report (WUOR) – first due November 1, 2023
- Urban Water Management Plan Supplement - due January 1, 2024

Consultant shall prepare the necessary reports and plans for the City that fulfill the State reporting requirements. It is recognized that the State Department of Water Resources (DWR) is in the process of finalizing many of the details associated with the new requirements. Therefore, other tasks may be authorized during the performance of the Agreement, on an as-needed basis, in accordance with this Scope

The services to be provided by the Consultant in the preparation of the plans and reports include, but are not limited to, the following items Task 1 through Task 14:

Task 1 – Scope of Services

Consultant shall prepare a detailed Scope of Services for the project. Consultant is encouraged to include additional scope of services tasks that it feels should be included to complete the tasks per the known and anticipated requirements. The Scope of Services should describe each step and level of effort. The Scope of Services provided will be subject to negotiation.

Please provide a detailed response of how this task will be achieved:

PROPOSER'S RESPONSE:

Task 2 – Project Administration and Management

Consultant shall manage the project and costs. Consultant shall assign a project manager for the project who will act as the City's primary contact and will be entirely responsible for the Consultant's work (including sub-consultant work). The following project management activities will be required:

1. Project Kickoff Meeting – Conduct meeting to discuss the City's expectations for the project, review provided information, request additional information, review timelines, and establish communication protocols for the project.
2. Monthly Progress Reports – Consultant shall provide monthly progress reports to the City's project manager containing the following information:
 - a. Work completed in the latest reporting period.
 - b. Work anticipated to be completed in the next reporting period.
 - c. Problems/obstacles identified during the reporting period.
 - d. Outstanding issues.
3. Coordination Meetings – Consultant shall conduct coordination meetings with City staff as needed. Consultant shall provide an agenda and prepare minutes for all meetings. In addition, Consultant shall update the project schedule prior to the coordination meeting and present updates at the meeting.

Please provide a detailed response of how this task will be achieved:

PROPOSER'S RESPONSE:

Task 3 – Data Collection and Background Information Review

Consultant shall review background information regarding the City's service area, water supply, water demand, and water policies. The objective of this task is to gather available data necessary to satisfy the known requirements. Consultant shall provide a list of the required data necessary to complete the reports and plans. Information to be collected and reviewed includes, but is not limited to, the following:

1. 2010 and 2015 Urban Water Management Plan (UWMP)
2. Current and proposed land uses
3. Population estimates and projections
4. Historical, current, and projected water consumption by user class (residential, commercial, industrial, institutional, parks, others) including recycled water demand

5. Historical and current water billing data to determine appropriate water demand factors
6. Water resources, including reliability
7. Water quality issues, including known contaminants
8. Current water rate structure
9. Conservation accomplishments
10. Conservation Ordinances currently or previously adopted by the City
11. Planned modifications to the City water system and available supply.
12. 2015 Integrated Public Works Master Plan
13. Water Resources Management Plan

Please provide a detailed response of how this task will be achieved:

PROPOSER'S RESPONSE:

Task 4 – Prepare Water Shortage Contingency Plan

Consultant shall prepare the City's Water Shortage Contingency Plan (WSCP) integrating components from the 2015 UWMP and the new State requirements to produce a separate plan document. Development of the WSCP will provide a response framework and action plan for emergency and other shortage conditions, including drought. The WSCP also provides the basis for the Water Shortage Assessment Report, due annually beginning on June 1, 2022.

The WSCP is generally expected to contain the following information:

1. Annual Water Budget Forecast Procedures – Define the process, data inputs, and water year schedule used to develop the Annual Water Budget.
2. Annual Water Budget Assessment Methodology – Define the methodology necessary to conduct an Annual Water Budget Forecast assessing shortage risks.
3. Annual Water Budget Evaluation Criteria – Define a set of evaluation criteria that will be used to conduct the Water Budget Forecast.
4. Shortage Levels – Include six standard shortage levels, representing the actual shortage, or predicted shortage determined by the Annual Water Budget Forecast.
5. Shortage Response Actions (SRA) – Define locally appropriate short-term water efficiency and/or demand reduction actions, supply augmentation, and/or operational changes necessary to respond to actual or predicted shortage conditions.

6. Communication Plan – Describe planned communication strategies and actions intended to quickly inform customers, the public, and regional and State interests, about current shortages or predicted shortages.

7. Customer Compliance, Enforcement, and Appeal/Exemption Procedures – Describe methods and procedures in place to gain customer compliance, enable enforcement to gain compliance, and enable customer appeal process for unique circumstances.

8. Implementation Authorities – Demonstrate specific ordinances, resolutions, or other authorities are in place to quickly implement SRAs.

9. Financial Plan for Drought Conditions – Describe the management of revenue and expense variances when SRAs are triggered, including but not limited to, customer rate adjustments, or use of financial reserves.

10. Monitoring and Reporting Requirements and Procedures – Outline internal and external monitoring and reporting procedures to assure appropriate data are being collected, tracked, and analyzed for purposes of monitoring customer compliance, and to meet DWR reporting requirements.

11. Re-evaluation and Improvement Process – Identify procedures for monitoring and evaluating the functionality of the WSCP.

An update to the WSCP is required as part of the submittal of the 2020 UWMP. Therefore, this task is intended to be completed prior to and in anticipation of the 2020 UWMP requirements.

Please provide a detailed response of how this task will be achieved:

PROPOSER'S RESPONSE:

Task 5 – Prepare 2020 Urban Water Management Plan

Consultant shall prepare the City's 2020 Urban Water Management Plan (UWMP) to meet all the State requirements. The UWMP is due by July 1, 2021. The State is expected to issue guidelines by spring 2020. The following subject areas have traditionally been included in the UWMP but may be greatly altered by the expanded requirements:

1. Water Conservation - Summarize the water conservation, or demand management, goals, programs implemented to date, and overall progress and effectiveness of the current conservation program in relation to the new water conservation laws.

2. Water Recycling – Update the plan to reflect the current and projected status of the City's Recycled Water Program based on the Water Resources Management Plan. Describe the projected availability of recycled water and its potential for use as a water source within the City, including indirect and direct potable reuse.

3. Groundwater – Update UWMP to account for changes to the City’s groundwater supply, including long-term groundwater allocation reductions by the Fox Canyon Groundwater Management Agency (FCGMA), due to the Sustainable Groundwater Management Act requirements.
4. Integrated Resources Planning – Plan should include a discussion of Oxnard’s roles and responsibilities relating to local integrated regional water management planning efforts.
5. Alternative Water Supplies – Describe opportunities for development of new water supply sources including stormwater.
6. Water Service Reliability – Provide an analysis of the reliability of the City’s water service to its customers.
7. Climate Change Impacts and Drought Risk Assessment – Provide an analysis of potential climate change impacts and drought risks, evaluating plausible worst-case conditions for a period of at least five years. Define a set of evaluation criteria that is locally applicable and includes historical drought hydrology, plausible climate change effects for existing supplies and demands, plausible regulatory changes, and demand projections.
8. Water Shortage Contingency Plan – The State requirements call for an update to the Water Shortage Contingency Plan to be included. Since a new Water Shortage Contingency Plan is expected to be completed prior to the 2020 UWMP, further updates are not anticipated but could be necessary
9. Water System Loss – Incorporate information to document whether the City met its distribution loss standards.
10. New Provisions – Provide necessary studies, research, and contents required by the expanded requirements for the 2020 UWMP.
11. Coordination – The 2020 UWMP has new coordination expectations with local stakeholders and agencies which include, but are not limited to:
 - Calleguas Municipal Water District
 - Metropolitan Water District of Southern California
 - United Water Conservation District
 - Pleasant Valley Water District
 - Fox Canyon Groundwater Management Agency
 - Port Hueneme Water Agency
 - Local water mutual companies

Please provide a detailed response of how this task will be achieved:

PROPOSER’S RESPONSE:

Task 6 – Prepare Draft/Final Report Plan

Consultant shall document the 2020 UWMP for the City. The following steps are those traditionally conducted in the review and approval process but may be altered by the new State requirements:

1. Administrative Draft – Consultant shall provide ten (10) copies of the Draft 2020 UWMP to the City including all tables, figures, and appendices for internal staff review.
2. Public Draft – Consultant shall incorporate staff comments/edits into a second draft for public review. Consultant shall work with City staff to present the Public Draft to the City's Public Works & Transportation Committee. The Public Draft shall also be distributed to the following agencies and organizations for review and comment: City of Ventura, City of Camarillo, City of Port Hueneme, nearby special districts, United Water Conservation District, Calleguas Municipal Water District, Fox Canyon Groundwater Management Agency, Chamber of Commerce Water Issues Subcommittee, Watersheds Coalition of Ventura County, interested community groups, and others as directed by the City.
3. Final Draft – Consultant shall incorporate comments from the public review process into a third draft and provide fifteen (15) copies for City Council Review, including public comment at a public hearing. Consultant shall also prepare a presentation for the public hearing to present the Draft 2020 UWMP to City Council.
4. Consultant shall incorporate any comments/edits received at the City Council meeting before providing a dated copy, stamped DRAFT, to the DWR for review and comments. Consultant shall consult with the DWR on their comments/questions and edit the 2020 UWMP as necessary to incorporate their responses. Upon incorporation of any edits required by the DWR, the 2020 UWMP shall be submitted to City Council for final adoption.

Please provide a detailed response of how this task will be achieved:

PROPOSER'S RESPONSE:

Task 7 – Prepare Water Shortage Assessment Annual Report

Consultant shall prepare the City's first Water Shortage Assessment Annual Report, expected to be submitted to DWR by June 1, 2022. Consultant shall conduct a water supply and demand assessment, based on the Water Shortage Contingency Plan, to create the required report. It is expected that the State will issue explicit report standards and instructions. Consultant shall ensure that the City's report fulfills all requirements. Once the report is created, City staff will complete and submit the report each year thereafter.

Please provide a detailed response of how this task will be achieved:

PROPOSER'S RESPONSE:

Task 8 – Prepare Water Use Objective Annual Report

Consultant shall prepare the City’s first Water Use Objective Annual Report, expected to be submitted to DWR by November 1, 2023. The first report will set the water system demand target based on the calculations and methodologies required by the State for each customer class and water usage categories. It is expected that the State will issue explicit report standards and instructions. Consultant shall ensure that the City’s report fulfills all requirements. Once the report is created, City staff will complete and submit the report each year thereafter.

Please provide a detailed resposne of how this taks will be achieved:

PROPOSER’S RESPONSE:

Task 9 - Prepare Urban Water Management Plan Supplement

Consultant shall prepare the required supplement to the 2020 UWMP, expected to be submitted to DWR by January 1, 2024. The supplement will address the City’s plan to implement demand measures to achieve the water use objective, as established by the Water Use Objective Annual Report, submitted in November 2023. Consultant shall ensure that the City’s UWMP supplement fulfills all requirements.

Please provide a detailed resposne of how this taks will be achieved:

PROPOSER’S RESPONSE:

Task 10 – Water Conservation Support Services

The State Water Resources Board and DWR are working diligently to meet the deadlines set by SB 606 and AB 1668. Many details of the new and expanded requirements are under development and, as such, are of a dynamic nature and cannot be completely anticipated. Consultant shall provide other related support services in order to meet all requirements as negotiated during the term of the Agreement.

Please provide a detailed resposne of how this taks will be achieved:

PROPOSER’S RESPONSE:

Regulatory Permitting – Planning and Compliance Assistance

Task 11 – Regulatory Support Services

Water quality, water system operations, water loss and environmental regulations continue to expand permitting and reporting requirements. Implementation of industry best practices may also help position the City to meet future requirements. Consultant shall provide on-call technical assistance to comply with existing and new requirements as well as support planning and implementation of best practices to improve the City's operational resiliency and effectiveness.

Please provide a detailed response of how this task will be achieved:

PROPOSER'S RESPONSE:

Technical Planning - Water System Expansion/Emergency/Improvements

Task 12 – Emergency Water Supply Connections

In conjunction with the Water Shortage Contingency Plan, Public Works Integrated Master Plan and other reports and documentation, analyze current and potential emergency connections, identify points of vulnerability and prepare a Technical Memorandum with corrective actions and future system improvements.

Please provide a detailed response of how this task will be achieved:

PROPOSER'S RESPONSE:

Task 13 – Neighboring Small Water Systems Emergency and Technical Planning

Within Senate Bill 606 and Assembly Bill 1668 are new requirements for small water systems to conduct greater planning for water shortage contingencies to improve resiliency. A County-wide effort is anticipated and the City has a number of neighboring small water systems nearby, adjacent and within the City limits. Consultant shall provide technical assistance to support regulatory and planning efforts related to small water systems, including evaluation of future inclusion into Oxnard's service area.

Please provide a detailed response of how this task will be achieved:

PROPOSER'S RESPONSE:

Task 14 – Planning Technical and Operational Support Services

Consultant shall provide on-call technical and environmental support services related to evaluation of water and recycled system improvements, expansion planning and water contracts/agreements.

Please provide a detailed resposne of how this taks will be achieved:

PROPOSER'S RESPONSE:

Tab E - References

All Proposer(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 2	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 3	
Company name:	
Address:	
Contact person:	
Email address:	

Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

PROPOSER'S RESPONSE:

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

PROPOSER'S RESPONSE:

Tab F - Cost Proposal/Budget Narrative

In this section, please complete and include this Cost Proposal. Cost Proposals will be disclosed to the evaluators after the evaluation of the technical proposals has been completed. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. As stated in the Cost Proposal, Proposers must provide fully inclusive blended rates, which are all-encompassing of the Proposer's project-related or supported expenses, including travel expenses. Proposers may also include any other documents as information to further explain the proposed costs.

Method of payment. Payment by the City for the services will be made only after the services have been performed and an invoice is submitted. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

Cost proposal must be all-inclusive and include, but not be limited to, the following administration, travel, training and related costs.

- Provide total review hours detailed by partner, senior manager, manager, field supervisor and other staff.
- Hourly rate detailed by partner, senior manager, manager, field supervisor and other staff.
- The maximum annual cost for the review for each of the five (5) years.

Title	Proposed Service	Estimated # of hours	Estimated # of Sessions	Cost for each unit of service:	Extended Cost:
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Tab G - Proposer Attachment

Any response that Proposers are finding difficulty pasting into the “Proposers Response” boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding “Attachment Number” into the Proposer’s Response box as the example shows below:

Below is an example:

Tab C - Company Profile

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

PROPOSER’S RESPONSE: Located in “Attachment 1”

2. Proof of non-profit status, if applicable

PROPOSER’S RESPONSE: Located in “Attachment 2”

Tab G - Any response that Proposers are finding difficulty pasting into the “Proposers Response” boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding Attachment Number into the Proposer’s response box with the words “See Tab G.” List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	_____	_____
Attachment 2	_____	_____
Attachment 3	_____	_____
Attachment 4	_____	_____
Attachment 5	_____	_____
Attachment 6	_____	_____
Attachment 7	_____	_____
Attachment 8	_____	_____

Approve Professional Services Agreement A-8859 with Water Systems Consulting, Inc.

Public Works and Transportation Committee
February 11, 2020
Megan Schneider
Water Conservation Outreach Coordinator



RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the City Manager to execute Professional Services Agreement A-8859 with Water Systems Consulting, Inc. (WSC) for a four-year term, in an amount not to exceed \$175,000, for water regulatory compliance and technical assistance services.

BACKGROUND

California's water regulatory environment is evolving

- May 2018, Senate Bill 606 and Assembly Bill 1668 became law
- *Making Water Conservation a California Way of Life*
- Climate change and droughts preparation
- State Water Board granted enforcement authority
- State Water Board and State Department of Water Resources finalizing new and expanded requirements

DISCUSSION – MAJOR TASKS

- Water Shortage Contingency Plan (WSCP) - Due July 1, 2021
- 2020 Urban Water Management Plan (UWMP) - Due July 1, 2021
- Water Shortage Assessment Annual Report - First Due June 1, 2022



DISCUSSION – MAJOR TASKS

- Water Use Objective Annual Report (WUOR) – First Due November 1, 2023
- Urban Water Management Plan Supplement – Due January 1, 2024

Making
Conservation
a California
Way of Life



Urban Water Use Objective

Aggregate Residential Indoor Use
+
Aggregate Residential Outdoor Use
+
Aggregate CII Outdoor Use
CII landscape areas with dedicated irrigation meters
+
Aggregate Water Loss
+
Aggregate Variances
+
Bonus Incentives
Up to 15% of potable reuse water

DISCUSSION

- Water Systems Consulting, Inc. selected through competitive process
- Due to State deadlines, agreement period is four years

FINANCIAL IMPACT

- Funding available in Fiscal Year 2019-20 within Water Operating Fund (601) for \$18,960
- In subsequent fiscal years, remaining funds will be requested in respective budgets

Questions?