

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 Library, 251 South "A" Street and the City Clerk's Office, 305 West Third Street during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.ci.oxnard.ca.us.



AGENDA

OXNARD CITY COUNCIL

*OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

*OXNARD FINANCING AUTHORITY

*OXNARD HOUSING AUTHORITY

Regular Meetings

City Council Chambers, 305 West Third Street, Oxnard

January 27, 2015

4:30 P.M. Closed Session

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Community Development Commission Successor Agency, the Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.**

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, a person may address the legislative body only on matters appearing on the closed session agenda. The presiding officer shall limit public comments to three minutes.

C. CLOSED SESSION – (Please see Page 6 for a description of closed session items)

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Commendation to Harry D. Cortez for Twenty-Five Years of Exemplary Service on the Oxnard Police Chiefs Advisory Board.
2. SUBJECT: Presentation of a Commendation to Hugo Centeno Jr. for his outstanding athletic achievements.
3. SUBJECT: Presentation of a Check to City Corps from Black American Political Association of California - VC Chapter for the Juneteenth Celebration

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.

City of Oxnard internet address: www.ci.oxnard.ca.us.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (30 Minutes)

At this time, the legislative body will consider public comments for a maximum of thirty 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. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take any action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing. The presiding officer shall limit public comments to three minutes.

J. APPOINTMENT ITEMS – 6:15 P.M. – Items carried over from January 13, 2015 meeting**City Clerk Department**

1. **SUBJECT:** Minutes of the Regular Meetings of the Oxnard City Council for December 2, 2014 and Minutes of the Special Meetings of the Oxnard City Council for November 25, 2014 and December 3, 2014. (001)
RECOMMENDATION: Approve.
Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803

City Manager Department

2. **SUBJECT:** Agreements for City Council Review. (013)
RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

Development Services Department

3. **SUBJECT:** Authorization to Disburse and Appropriate Revenue from the Public Art Fund. (017)
RECOMMENDATION: 1) Authorize the disbursement of Public Art Fund revenues in the amount of \$150,000 for the purpose of providing funding to various cultural arts organizations, programs, and artists; and 2) Approve a one-time appropriation of revenue in the amount of \$150,000 from the Public Art Fund.
Legislative Body: CC Contact: Matthew Winegar Phone: 385-7868

Fire Department

4. **SUBJECT:** Accept a Grant Award from the U.S. Department of Homeland Security for the 2014 Emergency Management Performance Grant. (019)
RECOMMENDATION: 1) Approve the City Manager to accept a grant from the U.S. Department of Homeland Security administered through the California Office of Emergency Services grant in the amount of \$47,824, and; 2) Authorize the Finance Director to appropriate grant award and perform all other required financial actions, and; 3) The Fire Chief or designee to submit non-financial reports.
Legislative Body: CC Contact: Brad Windsor Phone: 385-7708

Housing Department

5. SUBJECT: Restructuring of Commission on Homelessness. (023)
RECOMMENDATION: Approve the first reading by title only and subsequent adoption of an ordinance amending Chapter 2 of the City Code related to the Commission on Homelessness (COH) to reduce the size of the COH from eleven to seven Commissioners, reduce the quorum requirement for the conduct of COH business from six to four Commissioners, and allow for the Commissioners' two-year terms of office to commence in March of odd-numbered years.
Legislative Body: CC Contact: Karl Lawson Phone: 385-8095

Library Department

6. SUBJECT: Second Reading of Ordinance No. 2888 for Public Library Rules of Conduct and Exclusion Process. (029)
RECOMMENDATION: Second reading and adoption.
Legislative Body: CC Contact: Barbara Murray Phone: 385-7527

Utilities Department

7. SUBJECT: Agreement for Professional Services with Pavement Engineering Inc. (PEI) for Pavement Management System (PMS) Update. (037)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute an agreement for professional services with PEI (A-7723) for a four year term in an amount not to exceed \$451,740 for the PMS Update; and 2) Approve the appropriation of funds in the amount of \$451,740 from the Gas Tax Fund Balance.
Legislative Body: CC Contact: Jay Duncan Phone: 385-8387
8. SUBJECT: Agreement for Developing Green Alleys Program. (081)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with SWA Group (A-7739) in the amount of \$300,000 for developing Oxnard's Green Alleys Program.
Legislative Body: CC Contact: Jay Duncan Phone: 385-8387

G. TRANSMITTAL OF INFORMATION ONLY ITEMSH. INFORMATION/CONSENT PUBLIC HEARINGSI. PUBLIC HEARINGSJ. APPOINTMENT ITEMS – 7:00 P.M.Finance Department

9. SUBJECT: Comprehensive Annual Financial Report for Fiscal Year 2013-14. (117)
RECOMMENDATION: Receive and file the City of Oxnard Comprehensive Annual Financial Report (CAFR) for Fiscal Year (FY) 2013-14.
Legislative Body: CC Contact: David Millican Phone: 385-7475

K. REPORTS

City Manager Department

1. SUBJECT: Support for City's Legislative Program for 2015/16. (131)
RECOMMENDATION: 1) Adopt an update of the Legislative Program for 2015/16; and authorize the City Manager to prepare letters in support of or in opposition to, as appropriate, legislative matters outlined in the Legislative Program with such letters to be signed by the Mayor, or the Mayor Pro Tem in the Mayor's absence; and 2) Receive an update on the Ormond Beach Concept Master Plan and Halaco Superfund site remediation, elements of the Legislative Program.
Legislative Body: CC Contact: Martin R. Erickson Phone: 385-7870

L. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

1. SUBJECT: Verbal Report on FY 2015-2016 Budget Priority Setting and Budget Development Calendar.
RECOMMENDATION: Receive Verbal Report.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

M. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS

Development Services Department

1. SUBJECT: Opposition Letter to the San Luis Obispo County Planning Commission Regarding the Proposed Phillips 66 Company Santa Maria Refinery Rail Spur Extension Project. (141)
RECOMMENDATION: Authorize the Mayor to sign and transmit a letter to the San Luis Obispo County Planning Commission expressing the City Council's opposition to the proposed Phillips 66 Company Santa Maria Refinery Rail Spur Extension Project.
Legislative Body: CC Contact: Christopher Williamson Phone: 385-8156

City Clerk Department

2. SUBJECT: Appointments of Councilmembers to Various Boards, Commissions, and Committees. (145)
- RECOMMENDATION: 1) That the Mayor, with the approval of the City Council, appoint or move members and alternates from the City Council to the following boards, commissions and committees; 2) That the City Council, as a whole, appoint two Councilmembers to the Oxnard Airport Authority and one Councilmember as an alternate; and 3) That the City Council , as a whole, dissolve the following committee(s), board(s) and commission(s), for several reasons including completion of objectives and not meeting: (a) City Wide Enhancement Program and (b) City Manager Recruitment Ad Hoc Committee.
- Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803

3. SUBJECT: Appointments of Citizen Advisory Groups. (157)

RECOMMENDATION: 1) That the Mayor, with approval of the City Council, appoint: (a) Seven (7) members to the Commission on Homelessness; (b) Five (5) members to the Library Board; (c) Seven (7) members to the Parks, Recreation and Community Services Commission; (d) Four (4) members to the Planning Commission; (e) Nine (9) members to the Senior Services Commission; and 2) That the City Council appoint: (a) Seven (7) members to the Community Relations Commission, and (b) Two (2) members to the Housing Authority Board of Commissioners.

Legislative Body: CC

Contact: Daniel Martinez

Phone: 385-7803

N. PUBLIC COMMENTS ON REPORTS

At this time, a person may address the legislative body only on matters appearing on the reports. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body. The presiding officer shall limit public comments to three minutes.

O. PUBLIC COMMENTS ON STUDY SESSION

At this time, a person may address the legislative body only on matters appearing on the study session agenda. The presiding officer shall permit a person to address the legislative body after the staff presentation on the item and before the consideration of the item by the legislative body. The presiding officer shall limit public comments to three minutes.

P. STUDY SESSIONQ. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

At this time, a person may address the legislative body only on matters appearing on the information/consent agenda. The presiding officer shall limit public comments to three minutes.

S. INFORMATION/CONSENT AGENDACity Manager Department1. SUBJECT: Agreements for City Council Review. (165)

RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Development Services Department

2. SUBJECT: Agreement with WKE, Inc. (169)

RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with WKE Inc., (6944-14-DS) in an amount not to exceed \$975,081, for environmental and preliminary engineering services for the Rice Avenue grade separation at Fifth Street project.

Legislative Body: CC

Contact: Jason Samonte

Phone: 385-7872

Utilities Department

3. SUBJECT: Project Specification UD 15-17 Electrical Rehabilitation for Wells No. 30, 32, 33 and 34 (235)

RECOMMENDATION: Approve Project Specification UD 15-17 for the electrical rehabilitation of Well No. 30 at Blending Station No. 3, located at 1700 Solar Drive , and Wells No. 32, 33 and 34 at Blending Station No. 1 located at 251 South Hayes, and authorize staff to solicit bids for the project.

Legislative Body: CC

Contact: Grant Dunne

Phone: 385-7956

C. CLOSED SESSION – Continued from Page 1

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

CC (Government Code section 54956.9 (d)(1))

Name of case: City of Oxnard v. Dale Belcher, et al.

Ventura County Superior Court, Case No. 56-2014-00450216-CU-CO-VTA

The Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Existing Litigation. The purpose of the closed session is to report to City Council on the status of the litigation.

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

CC On the advice of the Interim City Attorney, pursuant to Government Code section **54956.9 (d)(2)**, based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.

The City Manager and the Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Anticipated Litigation.

T. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
December 2, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:07 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers concurrently with the Commission Development Commission Successor Agency. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Stephen Fischer, Interim City Attorney; Jeri Williams, Police Chief; James Williams, Fire Chief; Matthew Winegar, Development Services Director; James Cameron, Chief Financial Officer; Grace Magistrale Hoffman, Deputy City Manager; Martin Erickson, Deputy City Manager; Michael Henderson, General Services Manager; Ashley Golden, Acting Planning and Environmental Services Manager; Kymberly Horner, Interim Redevelopment Services Manager and Daniel Rydberg, Interim Utilities Director.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for Salvador Sanchez, former Mayor/Councilperson.

E. CEREMONIAL CALENDAR

1. SUBJECT: Motion That the Regular Order of Business be Suspended Until After the Installation of Newly Elected City Officials.
ACTION: Moved to suspend regular order of business (Ramirez/MacDonald) unanimously.
2. SUBJECT: Results of the Canvass of Returns of the General Municipal Election Held on November 4, 2014. (001)
RECOMMENDATION: Adopt **Resolution No. 14,703** stating the results of the canvass of the returns for the general municipal election held on November 4, 2014.
DISCUSSION: The City Clerk reported the results of the November 4, 2014 election.
ACTION: Moved to approve. (MacDonald/Ramirez) Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello.
3. SUBJECT: City Clerk Administers Oath of Office to Tim Flynn, Mayor; Carmen Ramirez, Councilmember and Bert Perello, Councilmember.
ACTION: The City Clerk administered the oath to Tim Flynn, Mayor; Carmen Ramirez, Councilmember and Bert Perello, Councilmember.

4. SUBJECT: Mayor and Councilmembers are installed. Remarks by Mayor and Councilmembers.
DISCUSSION: Comments were received from all members of the Council.
5. SUBJECT: Selection by Mayor Flynn of Mayor Pro Tem.
ACTION: Mayor Flynn selected Councilperson Carmen Ramirez as Mayor Pro Tem.
6. SUBJECT: Opportunity for Comments on the Installation of City Officials by Members of the Public.
DISCUSSION: Public comments were received from: Larry Stein, Maricela Alatorre and Larry Barbarine.

RECESS

At 6:35 p.m., the City Council recessed and at 7:07 p.m., the City Council reconvened.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Ed Ellis; Harold Ceja; Joseph Contaoi; Larry Stein; Steve Fleischer; Steve Huber; Roger Poirier; Maricela Alatorre; Dan Pinedo; Jim Lavery; Robert Franks; Gary Blum; Pat Brown; Steve Nash and Juan Delgado.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.

DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

1. SUBJECT: Planning and Zoning Permit Nos. 13-681-01 (Historical Landmark No. 173) and 13-680-01 (Mills Act Contract), McColm Manor Apartments, 534-542 South F Street. Filed by Armando J. Berriz and Catherine T. Berriz. (005)

RECOMMENDATION: 1) Adopt **Resolution No. 14,704** upholding the City of Oxnard Cultural Heritage Board's recommendation to designate property known as McColm Manor Apartments, located at 534-542 South F Street, as Ventura County Historical Landmark No. 173; and 2) Approve and authorize the Mayor to execute a Mills Act Contract with Armando J. Berriz and Catherine T. Berriz (A-7731) to maintain and preserve a historic property located at 534-542 South F Street (Historical Landmark No. 173) for the benefit of reduction in property taxes.

DISCUSSION: The Development Services Director commented on the historical housing process.

Mr. Berriz stated his intend to restore the building.

The Interim City Attorney reviewed the option of the City Council under the Mill Act.

ACTION: Close the public hearing (Ramirez/Perello) approved unanimously. Move to approve as recommended. (MacDonald/Perello) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

I. PUBLIC HEARINGSJ. APPOINTMENT ITEMSK. REPORTSCity Attorney Department1. SUBJECT: Randolph Debt Forgiveness Request. (039)

RECOMMENDATION: Consider the request of Ms. Tracy Randolph for debt forgiveness and adopt a resolution denying Ms. Randolph's request.

DISCUSSION: The Interim City Attorney commented on the conditions of receiving the loan, original loan amount, fees and interest.

Ms. Randolph presented her request to the Council to forgive her small business loan.

The City Council discussed the need to collect the original loan amount, possibility of forgiving fees and interest amounts and efforts by the City Attorney Office to renegotiate the debt.

ACTION: The Council provided directions to City Attorney Office to renegotiate the debt amount including repayment of the principal.

L. REPORT OF CITY MANAGER

The City Manager commented on: the agenda process; the retirement of Karen Burnham, Assistant City Manager and employee survey input.

1. SUBJECT: Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.

RECOMMENDATION: Receive and consider report.

DISCUSSION: The Interim Redevelopment Services Manager reviewed the actions of Oversight Board to the Oxnard Community Development Commission Successor Agency and that a "State" information link will be place on the City's web site.

Public comments were received from: Pat Brown; George Miller and Daniel Lechlitter.

The City Manager commented on the hiring of a company to evaluate the sale of former Redevelopment properties.

The City Council discussed several issues including: the information sent to Sacramento; the process to capture any project funds of the former Redevelopment Agency and the sale of former Redevelopment properties.

At 9:06 p.m., Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided.

ACTION: Received report and provided comments.

At 9:14 p.m., Mayor Flynn was present and presided.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTSN. PUBLIC COMMENTS ON REPORTSO. PUBLIC COMMENTS ON STUDY SESSIONP. STUDY SESSIONCOMMUNITY DEVELOPMENT SUCCESSOR AGENCY

At 9:44 p.m. the joint meeting with the Commission Development Commission Successor Agency concluded.

M. CITY COUNCIL BUSINESS / COMMITTEE REPORTS

The City Council commented on various issues including: St. Francis Warming Shelter; develop an anti-domestic violence program; dog vaccination program; Housing program; Life Guard program; meeting with Peter Brown regarding Homelessness solutions; appointments of CAG positions; positive Police "interaction" meetings and Santa Clara Waste Water (monitoring of Anterra violations) incident.

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Interim Utilities Director (S-2); and General Services Manager (S-2(f)) and (S-3).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Pat Brown (S-3); Roger Poirier (S-3); Margot Palaecos (S-3); and Steve Fleischer (S-3).

S. INFORMATION/CONSENT AGENDACity Attorney Department

1. SUBJECT: Westport Easement. (051)
RECOMMENDATION: Approve and Authorize the Mayor to sign a Grant of Easement for maintenance by the Westport at Mandalay Bay Owners Association of the Fountain and Monuments on Tradewinds and Chesapeake Drives.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (077)
RECOMMENDATION: Approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

Housing Department

4. SUBJECT: Procurement of Services related to Community Development Block Grant (C.D.B.G.) Program Administration. (085)
RECOMMENDATION: Adopt **Resolution No. 14,706** clarifying that procurement of certain trade and professional services utilizing federal Community Development Block Grant (C.D.B.G.) funds are classified as eligible program administration costs pursuant to 24 CFR 570.206.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Flynn/Ramirez)
Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

At 10:29 p.m., Councilman MacDonald left the meeting.

General Services

3. SUBJECT: Authorize Approval to Execute an Agreement with the California Department of Housing and Community Development (HCD) for Housing Related Parks Program Grant Funds. (081)
RECOMMENDATION: Adopt **Resolution No. 14,705** authorizing: 1) The City Manager to execute a Standard Agreement with HCD for the Housing Related Parks (HRP) Program grant funds totaling \$956,700 to be used for qualifying park improvements at City parks located in Park Deficient and Disadvantaged areas of the City as identified under HCD guidelines; 2) The Finance Director to appropriate the funds and perform required financial actions in accordance with the parameters of the grant application; and 3) The General Services Department or designee to submit non-financial reports to HCD.*
DISCUSSION: The General Services Manager reviewed the planning process, options to City Council to spend grant funds in four parks and schedule to spend grant funds.

The City Council discussed funding conditions placed on the grant funds, time schedule to spend funds and community input.

ACTION: Approved as recommended with condition that staff return to Council to discuss Campus Park issues. (Flynn/Ramirez) Ayes: Perello, Flynn and Ramirez. Noes: Padilla.
Absent: MacDonald.

T. ADJOURNMENT

At 10:34 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

MINUTES
OXNARD CITY COUNCIL
Special Meeting
November 25, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:06 p.m., the special meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Stephen Fischer, Interim City Attorney; Matthew Winegar, Development Services Director; James Cameron, Chief Financial Officer; Scott Whitney, Assistant Police Chief; Carrie Sabatini, Interim Housing Director; Grace Magistrale Hoffman, Deputy City Manager; Daniel Rydberg, Interim Utilities Director; Martin Erickson, Deputy City Manager; Karl Lawson, Compliance Services Manager and Kymberly Horner, Interim Redevelopment Services Manager.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

M. CITY COUNCIL / BUSINESS/COMMITTEE REPORTS

Development Services Department

1. SUBJECT: "One Stop" Permit Center Update. (017)

RECOMMENDATION: Receive a report on the initial results of the permit/process business tax certificate community and focus group meetings.

DISCUSSION: Comments were received from Suzanne Quitoriano.

ACTION: The City Council concurred to remove from agenda.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

Finance Department

1. SUBJECT: State Controller Financial Transactions Report. (001)

RECOMMENDATION: Receive the State Controller Financial Transactions Report per sections 53891 and 53893 of the Government Code.

DISCUSSION: The Chief Financial Officer briefly explained that this process was required by State Controller Office which included "accrued leave" information.

Public comments were received from: Jim Lavery and Dan Pinedo.

The City Council questioned if the “accrued leave” data was part of the report.

The City Manager reported that information regarding “accrued leave” issues would be presented to the Council.

ACTION: Received State Controller Financial Transactions Report. (MacDonald/Ramirez).
Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

Housing Department

1. SUBJECT: Verbal Report on the Completion of the Vista Urbana Housing Project.

RECOMMENDATION: Receive and Consider Report.

DISCUSSION: The Compliance Services Manager reviewed the housing project including assisting homebuyers, the appraisal process within the Riverpark community and conditions placed on the affordable housing project.

At 6:43 p.m. Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided. At 6:50 p.m., Mayor Flynn returned to the meeting and presided.

Public comments were received from: Cassandra Lopez; Gloria Valencia; Francine Castanon; Larry Stein; Daniel Lechlitter and William Terry.

The Interim Redevelopment Services Manager discussed the HERO Assistance Program in the Riverpark community and other areas of the City.

The Council discussed: the desire for home ownership; property values of the neighborhood and the appraisal of properties in the Riverpark community.

ACTION: The City Council provided comments and directions to staff.

Utilities Department

2. SUBJECT: Report on the Utilities Department and Approval of a Resolution Amending Resolution Number 14,667, Authorizing Full-Time Positions in the City Service. (003)

RECOMMENDATION: 1) Receive a report on the Utilities Department and approve a **Resolution No. 14,701** amending Resolution Number 14,667, authorizing regular full-time positions and the creation of new full-time positions in the City Service; and 2) Authorize the City Manager to make the necessary budgetary adjustments.

DISCUSSION: The Interim Utilities Director and Steve McDonald, Carollo Engineers, reviewed several issues including: future “development” vision; assessment of assets; analysis of needs; financial funding and rate structure.

Public comments were received from: Joseph Contaoi; Larry Stein; Dan Pinedo; William Terry; Sandra Sudac; Lupe Anguiano and Steve Nash.

The City Manager commented that proposed costs were “cost” neutral; results of the consultant plan and future reviews of proposed salaries.

The Council discussed several issues including funding of personnel costs; possible internship program; maintenance of infrastructure and having to review period.

ACTION: Approved as recommended with periodic updates. (MacDonald/Ramirez). Ayes: MacDonald, Padilla, Flynn and Ramirez. Noes: Perello (due to “concern of the finances” and many questions.)

L. REPORT OF CITY MANAGER

The City Manager commented on recent Ormond Beach improvements.

M. CITY COUNCIL / BUSINESS/COMMITTEE REPORTS

The Council discussed: attending National Conference of Cities (use of “Open Gov” software); discussion of crime in City and reward program; Anterra site; information from Southern California Edison regarding the possible site of a Power Plant on the beach.

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Development Services Director and Interim Utilities Director (S-1); Interim Utilities Director (S-3); and Ann Shepherd, Naval Base (S-4).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Joseph Contaoi (S-3); Nancy Pedersen (S-4); Pat Brown (S-4); Dan Pinedo (S-4) and Steve Nash (S-1) and S-(4).

S. INFORMATION/CONSENT AGENDA

Development Services Department

1. SUBJECT: Oxnard Boulevard Intelligent Transportation System (ITS) Extension. (027)
RECOMMENDATION: 1) Adopt Project Specification No. DS 15-04 for extending the ITS Project to include Oxnard Boulevard and to connect various Water facilities throughout the City; and 2) Approve a budget appropriation for the Oxnard Boulevard ITS Project including \$500,000 received from the California Department of Transportation (Caltrans) for relinquishing Oxnard Boulevard, transferring \$250,000 of Circulation System Improvement Funds (CSIF) from the ITS Project, and appropriating \$271,575 from the Water Enterprise Fund Balance (WEFB) for the connection of various water facilities into the City’s fiber optic backbone.

Fire Department

2. SUBJECT: Authorization to Submit an Application to the Federal Emergency Management Agency for \$40,250 in Assistance to Firefighters Grants Program (AFG) Funds. (031)
RECOMMENDATION: Adopt **Resolution No. 14,702** authorizing: 1) The City Manager to submit a grant application to the Federal Emergency Management Agency (FEMA) AFG program in the amount of \$40,250; 2) The City Manager or designee to execute the grant agreement if grant funds are awarded to the City; 3) The Chief Financial Officer to appropriate the funds and perform all other required financial actions; and 4) The Fire Chief or designee to submit non-financial reports.

Utilities Department

3. SUBJECT: First Amendment to Agreement with Carollo Engineers, Inc. for Public Works Integrated Master Planning Including Condition, Assessment, Operations, Maintenance & Performance Optimization. (035)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute a First Amendment to the Agreement with Carollo Engineers, Inc., (A-7668) for Public Works Integrated Master Planning including Condition Assessment, Operations, Maintenance & Performance Optimization, in the amount of \$1,758,615, to bring the total amount to \$4,606,116, for the provision of Phase 2 services; and 2) Approve appropriations of \$102,958 from Water Operating Fund 601 Fund Balance; \$170,000 from Water Resource Fee 606 Fund Balance; \$141,873 from Wastewater Collection Fund 611 Fund Balance and \$416,949 from Wastewater Treatment Fund 621 Fund Balance for a total of \$831,780.
4. SUBJECT: Second Amendment to Agreement between the United States Department of the Navy and the Nature Conservancy and the Trust for Public Land and the City of Oxnard. (055)
RECOMMENDATION: Approve joining the Encroachment Protection Agreement and authorize the Mayor to execute a Second Amendment with the United States Department of the Navy and the Nature Conservancy and the Trust for Public Land and the City of Oxnard (A-7734).

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended.
(Ramirez/MacDonald) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

T. ADJOURNMENT

At 9:59 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

MINUTES
OXNARD CITY COUNCIL
Special Meeting
December 3, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:08 p.m., the special meeting of the Oxnard City Council convened in the Oxnard Human Resources Activity Room, 300 West Third Street. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Monday at the City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager and Stephen Fischer, Interim City Attorney.

B. PUBLIC COMMENT

Public comments were received from: Joseph Contaoi and Chuck Bauman.

C. CLOSED SESSION

At 6:18 p.m., the City Council recessed to a closed session, pursuant to Government Code section 54957.6 to review the status of labor negotiations and to provide instructions to the City's negotiators, Greg Nyhoff, City Manager; Dania Torres Wong and Burke Dunphy, City's labor attorneys regarding salaries, salary schedules and compensation paid in form of fringe benefits for employees (Employee organizations: International Association of Firefighters, AFL-CIO (IAFF), Local No. 1684; Oxnard Peace Officers' Association (OPOA); Service Employees International Union CTW, CLC, Local 721 (SEIU Local 721); International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501); Oxnard Public Safety Management Employees' Association (Police Unit); Oxnard Public Safety Management Employees' Association (Fire Unit); and Oxnard Mid-Managers' Association. Unrepresented employees: Assistant City Manager, Chief Financial Officer, City Clerk, City Treasurer, Deputy City Manager, Development Services Director, Fire Chief, Housing Director, Human Resources Director, Redevelopment Services Manager, Library Director, Police Chief, Utilities Director (Department Directors); Assistant City Attorney, Deputy City Attorney, Law Office Manager, Human Resources Manager, Workers' Compensation Manager, Management Analyst III (C) (Confidential Mid-Managers); and Accountant II (C80), Accounting Technician (C67), Administrative Assistant (C70), Administrative Legal Assistant (C70), Administrative Legal Secretary I (C25), Administrative Legal Secretary II (C35), Administrative Legal Secretary III (C50), Administrative Secretary I (C15), Administrative Secretary II (C30), Administrative Secretary III (C40), Administrative Services Assistant (C70), Administrative Technician (C60), Employee Relations Coordinator (C67), Executive Assistant I (C80), Executive Assistant II (C85), Human Resources Technician (C70), Office Assistant I (C10), Office Assistant II (C20), Paralegal (C75), Safety Specialist (C72), Senior Administrative Legal Secretary (C65), Senior Administrative Secretary (C55), Senior Human Resources Coordinator (C75), Workers' Compensation Specialist (C69) (Confidential Employees).

At 9:21 p.m., the City Council reconvened.

D. ADJOURNMENT

At 9:21 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

DRAFT



Meeting Date: 01/27/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Greg Nyhoff, City Manager

Agenda Item No. J-2

Reviewed By: City Manager MM City Attorney JBB Finance AC Other (Specify) _____

DATE: December 31, 2014

TO: City Council

FROM: Greg Nyhoff, City Manager
City Manager's Office

SUBJECT: Agreements for City Council Review

RECOMMENDATION

That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager, to execute the agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

DISCUSSION

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to \$25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above \$25,000 and up to \$250,000.

FINANCIAL IMPACT

Funding information is included on the attached list.

Attachment - #1 – List of Agreements/Contracts and/or Change Orders/Amendments

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office prior to the Council meeting.

City Manager Contract List for 01/13/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	City Manager Martin Erickson 385-7870	Michael J. Arnold and Associates Agreement No. 6981-14-CM	Vendor to provide State Legislative Advocate Services Legislative advocate to provide professional State legislative advocacy and governmental affairs services on behalf of the City of Oxnard to all departments of the City, particularly concerning Ormond Beach restoration activities, transportation funding, and infrastructure funding projects. The City agrees to pay Consultant in an amount not to exceed \$4,000 per month (\$48,000 per year). This is the first year of the three year agreement. The full value of the three year agreement will be \$144,000. Total Contract Amount: \$144,000 FundingSource: General Fund/ Enterprise Fund	\$144,000
B	Original Agreement	City Manager Martin Erickson 385-7870	HROD, Inc., John R. O'Donnell Agreement No. 6980-14-CM	Vendor to provide Federal Legislative Advocate Services Legislative advocate to provide professional Federal legislative advocacy and governmental affairs services on behalf of the City of Oxnard to all City departments, particularly concerning public safety, Halaco remediation activities, and infrastructure funding projects. The City agrees to pay Consultant in an amount not to exceed \$5,416.00 per month (\$64,992 per year). This is the first year of the three year agreement. The full value of the three year agreement will be \$194,976. Total Contract Amount: \$194,676 FundingSource: General Fund/Enterprise Funds	\$194,676
C	Original Agreement	Housing Authority Deborah Jones 385-8251	City of Oxnard Affordable Housing Program Agreement No. 6534-14-HO	Housing Authority Office Lease Requesting approval of a three year lease of office spaces by the City's Affordable Housing Program at 435 South D Street at the monthly rate of \$1,481.00. The Affordable Housing Program has leased the premises (known as Rooms 109,110,111, 112 and 117) since January 2001. Total Contract Amount: \$53,316 FundingSource: CDBG	\$53,316

ATTACHMENT #1
PAGE 1 OF 2

City Manager Contract List for 01/13/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
D	Amendment	Development Services Jason Samonte	Iteris Inc Agreement No. 6422-13-DS	Oxnard ITS Operations and Maintenance Contract The existing Agreement is to provide support and maintenance for the Intelligent Transportation System (ITS) through 2017. Given that Iteris, Inc. master planned, designed and integrated the City's existing ITS, it is prudent and cost effective to utilize Iteris for continued operations and maintenance of the ITS. A sole source selection is justified in these circumstances.	\$100,000
		385-7872	Amendment 1	Total Contract Amount: \$200,000 FundingSource: Circulation System Improvement Fund, Measure O	
E	Purchase Order	Police Andrew Salinas	Tri-County Office Furniture Purchase Order No. 1897	Work Stations and Office Furniture for Records Unit of Police Department To replace old and damaged furniture in the Records Unit of the Police Department. The current furniture has been used for over 15 years and is in total disrepair. GSA pricing and preferred vendor for the City of Oxnard. The Department is also acknowledging and piggybacking on an acceptance agreement which outlines a contract reward between Herman Miller Inc. and the County of Fairfax, VA. Tri-County Office Furniture is a recognized vendor for Herman Miller, Inc.	\$43,070
		385-7756		Total Contract Amount: \$43,070 FundingSource: State COPS Grant	

ATTACHMENT #1
PAGE 2 OF 2



Meeting Date: 01/27/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Matthew G. Winegar *MGW*

Agenda Item No. J-3

Reviewed By: City Manager *GM*

City Attorney *JOB*

Finance *JC*

Other (Specify) _____

DATE: December 18, 2014

TO: City Council

FROM: Matthew G. Winegar, Development Services Director
Development Services Department

Ashley Jordan

SUBJECT: Authorization to Disburse and Appropriate Revenue from the Public Art Fund

RECOMMENDATION

That City Council:

1. Authorize the disbursement of Public Art Fund revenues in the amount of \$150,000 for the purpose of providing funding to various cultural arts organizations, programs, and artists.
2. Approve a one-time appropriation of revenue in the amount of \$150,000 from the Public Art Fund.

DISCUSSION

The Cultural Arts Committee (CAC) recommends the appropriation of \$150,000 from the Public Art Fund to be allocated to various Oxnard-based arts organizations and artists in the form of grants to support ongoing operations and cultural activities and encourage local artist development through the 2015 Cultural Arts Grant Program. A Request for Proposal (RFP) will establish the criteria for grant eligibility, categories of grant recipients, and ranges of potential grant awards. Review panels will be established to review the grant applications and make recommendations to the CAC. The City Council will award the individual grants.

FINANCIAL IMPACT

Funds in the amount of \$150,000 are available from the Arts in Public Places Trust Fund.

MGW/djo

Attachment #1 - Special Budget Appropriation

REQUEST FOR BUDGET APPROPRIATION

Department: Development Services
Project/Program
Manager: Matthew Winegar

Date: December 11, 2014
Phone: ext. 7868

Reason for Appropriation:

To appropriate fund balance of Public Art Funds in the amount of \$150,000 for the purpose of providing funding to various cultural arts organizations, programs, and artists

Accounts and Descriptions

AMOUNT

Fund: 547 - ART IN PUBLIC PLACE TRUST

Expenditures/Transfers Out

547-4270-804.84-79	ONE TIME MISCELLANEOUS EXPENSE	150,000
	Sub-total Expenditures	150,000
	Net Change to Fund Balance	(150,000)
	Net Appropriation Change	150,000

Approvals

Department Director

Chief Financial Officer

City Manager

James Cameron

REQUIRES CITY COUNCIL AUTHORIZATION



Meeting Date: 01/27/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing
☐ Other _____	☐ Other <u>Public Hearing</u>

Prepared By: Brad Windsor, Assistant Fire Chief *BW*

Agenda Item N: J-4

Reviewed By: City Manager *JM* City Attorney *RT* Finance *JC* Other (Specify) _____

DATE: December 17, 2014

TO: City Council

FROM: James Williams, Fire Chief
Fire Department *James A. Williams*

SUBJECT: **Accept a Grant Award from the U.S. Department of Homeland Security for the 2014 Emergency Management Performance Grant**

RECOMMENDATION

That City Council:

1. Approve the City Manager to accept a grant from the U.S. Department of Homeland Security administered through the California Office of Emergency Services grant in the amount of \$47,824, and;
2. Authorize the Finance Director to appropriate grant award and perform all other required financial actions, and;
3. The Fire Chief or designee to submit non-financial reports.

DISCUSSION

The 2014 EMPG is funded by the U.S. Department of Homeland Security and administered through the California Office of Emergency Services. The funds are distributed to the City on a reimbursement basis through the Ventura County Sheriff's Office of Emergency Services. Grant funds must be used to prevent, prepare, mitigate, or recover from natural or man-made emergencies and disasters.

The City will utilize the grant funds to offset costs associated with the Disaster Preparedness Coordinator salary, and associated equipment and supplies. The specific activities of the Disaster Preparedness Coordinator that meet the purpose of the grant include ensuring National Incident Management System (NIMS) compliance, training of Emergency Operations Center (EOC)/City staff and promotion of community readiness through programs such as Community Emergency Response Team (CERT).

FINANCIAL IMPACT

The reimbursable grant funding will be recognized in Account 217-2226-532-7231. The grant requires a match of \$47,824 which will be met from general funds approved in the FY 2014-2015 budget for the salary of the City's Disaster Preparedness Coordinator.

Attachment #1 - Grant Award Letter



VENTURA COUNTY SHERIFF'S OFFICE

- GEOFF DEAN
Sheriff
- GARY PENTIS
Assistant Sheriff
- STEVE DE CESARI
Assistant Sheriff

800 SOUTH VICTORIA AVENUE, VENTURA, CA 93009 PHONE (805) 654-2380 FAX (805) 645-1391

Friday, December 12, 2014

City of Oxnard
Attn: Greg Nyhoff
300 W. Third Street
Oxnard, CA 93030

NOTIFICATION OF SUBGRANT AWARD

Fiscal Year: 2014 Emergency Management Performance Grant

CFDA #: 97.042, **Grant #:** 2014-0070

Tracking #: 14 EMPG-O-1

EHP Required: No

Performance Period: July, 1 2014 - March 31, 2015

Dear Mr. Nyhoff:

The California Office of Emergency Services (Cal OES) has approved the County of Ventura's FY 2014 Emergency Management Performance Grant application in the amount of \$301,694. As a member of the Ventura County Operational Area, your jurisdiction is included as a sub-grantee and has been allocated \$47,824.60.

Your grant administrator is responsible for reviewing all federal and state guidance to ensure compliance with federal and state regulations. A meeting with your agency will be scheduled to discuss grant management and compliance requirements outlined in the initial project application. Any project requiring an Environmental and Historical Preservation review and approval are prohibited from expending grant funds on those activities until an EHP clearance has been obtained. Failure to adhere to this requirement will result in the deobligation of grant funds.

This is a reimbursement grant which requires the sub-grantee to provide a dollar-for-dollar match. All grant forms will be sent to your EMPG point of contact electronically. According to our records Susan Duenas is your jurisdiction's point of contact. If this is not accurate please notify our office as soon as possible.

The Sheriff's Office of Emergency Services must receive all reimbursement requests by no later than April 26, 2015. If you have questions pertaining to Emergency Management Performance Grant items please call Patrick Maynard at 805-654-3843 or email Patrick.Maynard@ventura.org.

Sincerely,

Kevin McGowan
OES Manager
Ventura County Sheriff's OES

CC: Susan Duenas

☐ **SPECIAL SERVICES**

5177 Camino Ruiz
Camarillo, CA 93012
(805) 383-8791 Fax (805) 389-6549

☐ **PATROL SERVICES**

2101 East Olsen Road
Thousand Oaks, CA 91360
(805) 494-8260 FAX (805) 494-8295

☐ **DETENTION SERVICES**

800 South Victoria Avenue #3400
Ventura, CA 93009
(805) 654-2305 FAX (805) 654-3500

☐ **SUPPORT SERVICES**

800 South Victoria Avenue #3300
Ventura, CA 93009
(805) 654-5134 FAX (805) 677-8715

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared by Karl Lawson *Karl Lawson* Agenda Item No. J-5Reviewed By: City Manager *SM* City Attorney *SMF* Finance *JC* Other (Specify) _____

DATE: December 30, 2014

TO: City Council

FROM: Karl Lawson, Acting Interim Director *Karl Lawson*
Housing Department

SUBJECT: Restructuring of Commission on Homelessness

RECOMMENDATION

That City Council approve the first reading by title only and subsequent adoption of an ordinance amending Chapter 2 of the City Code related to the Commission on Homelessness (COH) to reduce the size of the COH from eleven to seven Commissioners, reduce the quorum requirement for the conduct of COH business from six to four Commissioners, and allow for the Commissioners' two-year terms of office to commence in March of odd-numbered years.

DISCUSSION**A. Background**

The Commission on Homeless (COH) is one of several Citizen Advisory Groups (CAGs) created pursuant to Chapter 2 of the City Code. The powers and duties of the COH, which are set forth in Section 2-129 of the Code, include (a) Advising the City Council on all matters pertaining to homelessness in the City; (B) Serving as a liaison between the City Council and the community in matters related to homelessness issues; (C) Reviewing and evaluating programs, requests for homeless funds, and homeless services in the City; and (D) Recommending programs, strategies, and funding for preventing and reducing the incidence of homelessness in the City.

Section 2-125 (A) of the City Code states that the COH shall be composed of eleven members, and Section 2-128(B) states that "six members shall constitute a quorum for the transaction of [Commission] business." The Commissioners' terms of office are set by Section 2-126 of the Code, which provides that the Mayor shall appoint the members of the COH at the first meeting of the City Council in every December after a general election involving the office of the Mayor. Commissioners' two-year terms of office thus begin in January of odd-numbered years, and expire at the end of December of even-numbered years.

B. Current Composition of COH

The most-recently constituted COH has ten appointed members, and one vacancy. However, two of those members are not registered voters in the City of Oxnard, and thus are not eligible to serve. A review of the minutes of the COH meetings in 2014 indicates that the quorum of six Commissioners required by the City Code has been met on five (5) occasions, and was not met on six (6) other occasions.

The City Clerk's office reports that as of December 30, 2014, five applications for membership on the COH have been received.

C. Staff Analysis

Staff and the COH are committed to carrying out City policy and to fulfilling the spirit and the letter of that policy, as set forth in the City Code. Volunteer membership on a CAG such as the COH requires dedication and a substantial time commitment. It is clear that it is difficult to maintain a body with eleven Commissioners willing to participate to the degree necessary. Staff also believes that the history and evidence shows that the existing quorum requirement of six Commissioners presents an obstacle to the COH being able to effectively carry out its duties.

One of the most crucial activities related to homelessness occurs every January, when the U. S. Department of Housing and Urban Development asks local communities to participate in the "Point In Time" count of homeless individuals. Given the critical importance of an accurate count to assist the COH in advocating on behalf of the homeless community, it is clear that an experienced and dedicated COH can play a key role in ensuring that this annual, volunteer-intensive activity is successful.

Based on the foregoing, and in order to increase the efficacy and allow for smoother functioning of the COH, staff presented three recommendations to the COH: (1) Reduce the size of the COH from eleven to seven Commissioners; (2) Reduce the quorum requirement from the current six to four or fewer; and (3) change the term of office in order to allow Commissioners to serve at least through the end of January, when the annual Point In Time count is conducted.

D. Commission Action and Recommendation

At its regular meeting of December 1, 2014, the COH discussed the staff recommendations extensively. Following the discussion, the COH formally endorsed the recommendations. A letter from COH Chair Peggy Rivera is attached hereto.

E. Homeless Committee Action and Additional Recommendation

In addition to the COH, another City-created body exists to address issues related to homelessness. Several years ago the City Council established a Homeless Committee (formerly known as the Homeless Task Force). The Homeless Committee consists of Mayor Pro Tem Ramirez and Councilwoman Padilla.

Pursuant to a procedure adopted at the November 2014 COH meeting, the staff and COH recommendations for re-structuring of the COH were presented to the Homeless Committee meeting of December 10, 2014. The Chair and Vice-Chair of the COH were present at that meeting. Following extensive discussion, the Homeless Committee formally endorsed the recommendations to reduce the size and quorum requirement for the COH, and to change the Commissioners' terms of office as discussed

hereinabove. The Homeless Committee specifically recommended that the COH quorum requirement be set at four members.

Implementing the proposed re-structuring of the COH requires amending the City Code. Staff recommends adoption of the attached ordinance to accomplish the following:

- (A) Amend Section 125(A) to reduce the size of the COH from eleven to seven Commissioners;
- (B) Amend Section 128(B) to reduce the quorum requirement for the conduct of COH business from six to four Commissioners; and
- (C) Amend Section 126 to allow for the Commissioners' two-year terms of office to commence in March of odd-numbered years.

FINANCIAL IMPACT

There is no financial impact associated with the adoption of the attached ordinance.

ATTACHMENTS

- No. 1: Letter of December 4, 2014, from Peggy Rivera, Chair of the COH
- No. 2: Ordinance

KL/kl

CITY OF OXNARD COMMISSION ON HOMELESSNESS

December 4, 2014

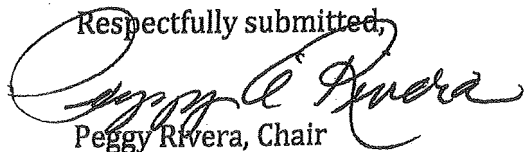
Honorable Members of the Homeless Committee,

As Chair of the Commission on Homelessness, I wish to report to your Committee that at our regular meeting of December 1, 2014, the Commission on Homelessness received a report on and unanimously endorsed a proposal to recommend changing the size of the Commission from 11 to 7 members, reducing the quorum requirement from its current six to a new requirement of 50% of the Commission's membership, and allowing for the terms of the Commissioners to not expire in January as they do now. The reason for this last recommendation is because one of the major activities is the national Point-In-Time Count, which occurs every January in the last week of that month, and we feel that it is important to have continuity on the Commission at such a critical time of the year.

In addition, the Commission received a report on the upcoming city-wide Needs Assessment and the Oxnard Housing Authority's Section 8 plan annual amendment process. Our Commission intends to participate and provide input to both of those processes. To this end, the Commission on Monday established a Subcommittee to formulate recommendations for those two processes. That Subcommittee will be bringing those recommendations back to the full Commission on Homelessness at our January meeting.

As always, I am available to answer any questions or provide any information to your Committee.

Respectfully submitted,



Peggy Rivera, Chair
Oxnard Commission on Homelessness
1300 E. Pleasant Valley Road, #89
Oxnard CA 93033

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. __

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA
AMENDING DIVISION 10 OF ARTICLE 2 OF CHAPTER 2 OF THE
OXNARD CITY CODE, REGARDING THE NUMBER OF
COMMISSIONERS, COMMENCEMENT OF OFFICE AND QUORUM
REQUIREMENTS FOR THE COMMISSION ON HOMELESSNESS

THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS
FOLLOWS:

Part 1. Subsection (A) of Section 2-125 of the Oxnard City Code is hereby
amended to read as follows:

“(A) There is hereby established a commission on homelessness composed of 7
members.”

Part 2. Subsection (B) of Section 2-126 of the Oxnard City Code is hereby
amended to read as follows:

“(B) The term of office of a member of the commission on homelessness shall be
two years and shall begin in March.”

Part 3. Subsection (B) of Section 2-128 of the Oxnard City Code is hereby
amended to read as follows:

“(B) Four members shall constitute a quorum for transaction of business by the
commission on homelessness.”

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Part 4. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the city. Ordinance No. ____ was first read on _____, 2015 and finally adopted on _____, 2015 to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. [2888]

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE XVIII TO CHAPTER 7 OF THE OXNARD CITY CODE RELATING TO PUBLIC LIBRARY RULES OF CONDUCT AND EXCLUSION PROCESS

.....

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. Article XVIII of Chapter 7 of the Oxnard City Code is hereby added to read as follows:

“ARTICLE XVIII. PUBLIC LIBRARY RULES OF CONDUCT AND EXCLUSION PROCESS

SEC. 7-320. PURPOSE.

It is the intent of the city council in enacting this ordinance to protect the rights of library customers, staff and volunteers. Library customers, staff and volunteers using library buildings, materials, and services have at least the following rights:

(A) To use library buildings, materials and services without being unreasonably disturbed or impeded by others;

(B) To use and work in library buildings that are safe, secure, sanitary, and attractive; and

(C) To use and work with library materials and equipment, which are accessible and in good condition in a quiet and orderly atmosphere conducive to every customer's exercise of his or her right to receive and read recorded communication.

SEC. 7-321. DEFINITIONS.

For purposes of this article:

(A) “Library” shall mean the Oxnard Public Library and each and all of its branch libraries.

(B) “Library customer” shall mean a member of the public who uses library facilities, materials and services.

(C) "Library building" means any building, structure or enclosure in which the library keeps, displays and makes available for inspection or borrowing printed or audio-visual material or information or information that is kept in other form, but for purposes of this article, does not include the exterior appurtenances to such building, structure or enclosure nor land on which such building, structure or enclosure is located.

(D) "Library director" shall mean the person appointed by the city manager to be responsible for the overall administration of the library.

(E) "Library facility" shall mean a library building, all exterior appurtenances to such building and the real property upon which the library building and exterior appurtenances are located.

(F) "Library privileges" shall mean access to any printed or audio-visual material or information that is kept in any other form at a library facility and the right to physically enter and be present in any library building.

(G) "Library staff" shall mean public employees who work for the city and are assigned to work at library facilities.

(H) "Library volunteer" shall mean a member of the public who volunteers and works at library facilities.

(I) "Rules of conduct" means the activities identified in and prohibited by section 7-322.

(J) "Serious violation of the rules of conduct" shall mean engaging in activities prohibited by law at a library facility or violating any other rule of conduct that poses an immediate threat to the safety of any person or to the orderly operation of the library.

SEC. 7-322. RULES OF CONDUCT.

In order to protect the rights of library customers, staff and volunteers, the following activities that a reasonable person would find disruptive to the normal functions being carried on at the library are prohibited:

(A) Engaging in activities prohibited by law including but not limited to:

(1) Penal Code section 415 (Fighting; Causing Loud Noise or Using Offensive Words in a Public Place),

(2) Penal Code section 484 (Theft),

(3) Penal Code section 490.5 (Theft of Library Books and Materials),

(4) Penal Code section 594 (Vandalism),

(5) Penal Code section 602.1(b) (Interfering with Library Business),

(6) Penal Code section 602q (Refusing or Failing to Leave a Library Building),

(7) Penal Code section 647 (Lewd and Dissolute Conduct, Solicitation, Loitering, Public Intoxication),

(8) Education Code section 19910 (Maliciously Damaging Library Materials),

(9) Education Code section 19911 (Failure to Return Materials After Notice), and

(10) Government Code section 7597(a) (Smoking Any Tobacco Product Inside a Library Building or Within Twenty Feet of a Main Exit, Entrance, or Operable Window of a Library Building);

(B) Engaging in any activity or behavior (either oral or physical) that is loud, disruptive, disturbing, offensive, intimidating, threatening, unsafe or annoying and which unreasonably interferes with another person's use of any library facility or with the ability of library staff or volunteers to perform their duties including creating excessive noise, using loud language, abusive, threatening or insulting language, screaming, running, verbal or physical threats, having body odor constituting a nuisance to other persons or engaging in any other activity or behavior that unreasonably disturbs and inhibits others from using library buildings, materials or services;

(C) Eating or drinking in unauthorized public areas within any library building;

(D) Sleeping, appearing to sleep, lying down, loitering or interfering with free passage within any library building or at the entrance or exit of any library building;

(E) Leaving packages, backpacks, luggage, or other personal items unattended within any library building or at the entrance or exit of any library building;

(F) Leaving a child under the age of twelve unattended within any library building. This prohibition shall not apply to a child's unattended participation in library programs or services;

(G) Distributing or posting printed materials, soliciting signatures for petitions or conducting surveys within any library building;

(H) Not using library furniture for its intended purpose (e.g., placing one's feet on library desks, tables or chairs);

(I) Moving library furniture or equipment when doing so presents a safety hazard;

(J) Using library building restrooms for inappropriate purposes such as loitering, bathing, shampooing, doing laundry, changing clothes, etc.;

(K) Skateboarding or rollerblading in or about any library facility;

(L) Bringing any animal into any library building, with the exception of a service animal accompanying a person with disabilities. As defined, a "service animal" is individually trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The animal's work or tasks must directly relate to the handler's disability;

(M) Photographing, audio recording or filming within any library building without permission from the library director except at governmental meetings open to the general public;

(N) Leaning on railings or security gates within any library building;

(O) Throwing items over railings located within any library building;

(P) Failing to wear shoes and shirts at all times within any library building;

(Q) Entering any library building with firearms or other dangerous weapons with the exception of those individuals authorized to possess weapons in a local public building or open public meeting pursuant to Penal Code section 171b;

(R) Disseminating, downloading, viewing or printing from public library computers illegal materials including but not limited to obscene or harmful matter as those terms are used in Penal Code section 331, et seq. and 313, et seq.;

(S) Violating a term or condition of a warning notice or an exclusion notice.

SEC. 7-323. RULES OF CONDUCT ENFORCEMENT.

(A) General Provisions. A library customer is subject to exclusion from the library or may otherwise have his or her library privileges restricted or suspended if he or she (or a person under his or her control or direction) violates any of the rules of conduct specified in section 7-322 within ninety days after he or she was given a verbal warning for a violation of the rules of conduct and a subsequent written warning notice of a violation of the rules of conduct. Serious violations of the rules of conduct may result in the issuance of a written warning notice without a verbal warning.

(B) Persons Authorized to Issue Warning or Exclusion Notices. The library director shall designate those library staff who are authorized to issue warning and exclusion notices.

(C) Issuance of Warning or Exclusion Notices.

(1) Warning Notice. After the issuance of a verbal warning to a library customer for a violation of the rules of conduct or immediately upon the occurrence of a serious rules of conduct violation, library staff designated by the library director may issue a written warning notice for a rules of conduct violation. The warning notice shall specify that the recipient must leave the library for the remainder of the day, and that in the event a second violation of the rules of conduct occurs within ninety days of the date of issuance of the warning notice, that person shall be subject to exclusion from the library facility for a period of time not to exceed two years or the loss of some or all of his or her library

privileges as the library director designee may determine to be appropriate. The warning notice shall also contain information concerning the right to appeal to the library director. The person to whom the warning notice is issued shall sign a written acknowledgment of its receipt. If the recipient refuses to sign, the person issuing the warning notice shall make a written record of refusal.

(2) Exclusion Notice. If a library customer has received a warning notice as set forth in section 7-323(C)(1) above and again violates a rule of conduct within ninety days of the date of issuance of the warning notice, library staff designated by the library director may issue a written exclusion notice excluding the person from the library facility or setting forth the loss of some or all of his or her library privileges as the library director designee may determine to be appropriate. If the person is excluded from the library facility, the exclusion shall be for a period of no less than one month and no more than two years. The exclusion notice shall specify the person that is to be excluded from the library facility, the period of the exclusion, the time the exclusion is to commence, and library privileges being lost and the specified period of loss, and information concerning the right to appeal the exclusion notice to the library director. The person to whom the exclusion notice is issued shall sign a written acknowledgment of its receipt and allow his or her photograph to be taken. If the recipient refuses to sign or take a photograph, the person issuing the exclusion notice shall make a written record of the refusal.

SEC. 7-324. APPEAL PROCEDURE.

(A) The individual to whom a warning or exclusion notice is issued shall have the right to an appeal from the issuance of the notice.

(B) A notice of appeal of a warning notice or an exclusion notice must be filed, in writing, with the library director within five calendar days of the issuance of the warning or exclusion notice. The notice of appeal shall state the following:

(1) The appellant's name;

(2) The appellant's address and a telephone number where he or she can be reached;

(3) A concise statement as to why the appellant believes that the issuance of the warning notice or the exclusion notice was invalid or unjustified; and

(4) A copy of the warning notice or exclusion notice shall be attached.

(C) A hearing on the appeal shall be held no more than fifteen calendar days after the filing of the appeal, except the library director may postpone the hearing date at the request of the appellant or the library staff for good cause. The appellant shall be provided notice of the hearing date, time, and location at least five calendar days prior to the hearing date. The hearing shall afford a reasonable opportunity for the appellant to be present and present evidence that the warning notice or exclusion notice is invalid or unjustified.

(D) Copies of all library staff documents to be used by the library staff at the hearing shall be made available to the appellant at least five calendar days prior to the hearing.

(E) At the hearing on the appeal, the library staff shall have the burden to show by a preponderance of evidence that the warning notice or exclusion notice was based on and justified by a violation of the rules of conduct described in section 7-322. The library director shall conduct the hearing in an informal fashion and shall not be bound by the technical rules of evidence.

(F) Within thirty calendar days of the conclusion of the hearing, the library director shall issue and mail the appellant a written decision containing a statement of the reasons on which the decision is based. The written decision shall include a notice that the parties have ninety days to pursue a petition for a writ of administrative mandamus of the decision under Code of Civil Procedure sections 1094.5 and 1094.6. The library director shall serve a copy of such decision to the city manager. The decision of the library director shall be final.

SEC. 7-325. VIOLATION OF WARNING OR EXCLUSION NOTICE.

Any person who violates a provision of a warning notice or an exclusion notice to stay away from the library by physically entering a library facility during the exclusion period is guilty of a misdemeanor punishable as set forth in section 1-10 of this code."

Part 2. If any provision(s) of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that they would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

Part 3. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City. Ordinance No. ____ was first read on _____, 2014 and finally adopted on _____, 2014 to become effective thirty days thereafter.

AYES:

NOES:

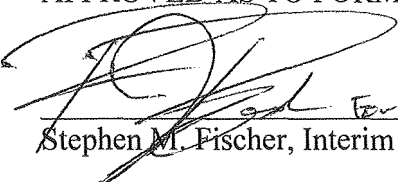
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney



Meeting Date: 01/27/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Jay Duncan, Contract & Grant Coordinator *Jay Duncan* Agenda Item No. J-7

Reviewed By: City Manager *JM*, City Attorney *JB*, Finance *JC*, Other (Specify) _____

DATE: December 29, 2014

TO: City Council

FROM: Daniel Rydberg, Interim Utilities Director *DR*
Utilities Department

SUBJECT: Agreement for Professional Services with Pavement Engineering Inc. (PEI) for Pavement Management System (PMS) Update

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute an agreement for professional services with PEI for a four year term in an amount not to exceed \$451,740 for the PMS Update (Agreement Number A-7723).
2. Approve the appropriation of funds in the amount of \$451,740 from the Gas Tax Fund Balance.

DISCUSSION

The City maintains approximately 490 miles of streets and 90 miles of alleys. Historically, street inspections have been performed on a three-year rotation with a third of residential streets inspected each year and 100% of arterials receiving annual inspections. Due to funding constraints the City has not updated its Pavement Management System (PMS) since 2010. To effectively plan future street maintenance and improvements an update of the PMS and 30-year master plan are critical.

This project will include a visual pavement inspection of all streets and alleyways and assignment of a Pavement Condition Index (PCI) for each street and alleyway for entry into the City's StreetSaver software database program. The StreetSaver program predicts future PCI by calculating the long term deterioration of each street. Utilizing the pavement inspection data, a 30-year maintenance and capital improvement plan will be developed for the City's streets and alleyways. Finally a presentation will be made to City Council of the Streets Master Plan and guidance on pavement principles and practices for Oxnard.

A Request for Proposal (RFP) was issued on January 7, 2014 for professional consulting and engineering services for the PMS Update with five consulting firms submitting proposals by the RFP

Agreement for Professional Services with Pavement Engineering Inc. (PEI) for Pavement Management System (PMS) Update (Agreement A-7723)
December 29, 2014
Page 2 of 2

closing date of January 30, 2014. The five proposals were reviewed and evaluated by staff. Pavement Engineering Inc. (PEI) was determined to be the most qualified firm to perform the scope of work.

FINANCIAL IMPACT

The recommended Budget Appropriation allocates \$451,740 from the Gas Tax Fund Balance to provide funding for the PMS Update and 30-year master plan. The Gas Tax Fund had a year-end balance of \$5.5 million of which \$1 million had previously been appropriated to various projects.

JD:jd

Attachment #1 – Agreement No. A-7723
#2 – Budget Appropriation

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of January 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Pavement Engineering, Inc. ("Consultant").

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

All services are to be coordinated with Daniel Rydberg, P.E., Interim Utilities Director ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

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

9. Principal in Charge

Consultant hereby designates Joe Ririe, P.E., Senior Principal Engineer/President as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on January 13, 2015, and expire on January 13, 2019.

13. Termination

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

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

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$451,740 for services provided under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

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

20. Confidentiality of Information

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

21. Indemnity

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

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

If, in performing the services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Pavement Engineering Inc, 3485 Sacramento Drive Suite A, San Luis Obispo, CA 93401. Attention: Joe Rine, P.E., Senior Principal Engineer/President.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Utilities Department, 305 West Third Street, Oxnard, California 93030, Attention: Robert Hearne, P.E., Senior Civil Engineer.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor



Joe Ririe, Senior Principal Engineer/President
Pavement Engineering, Inc.

ATTEST:

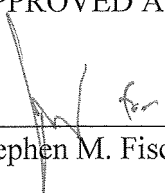
APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO FORM:

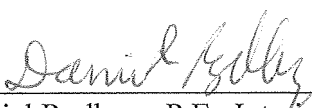
APPROVED AS TO AMOUNT:



Stephen M. Fischer, Interim City Attorney

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:



Daniel Rydberg, P.E., Interim Utilities Director

EXHIBIT A SCOPE OF SERVICES

Currently, the City of Oxnard maintains approximately 490 miles of streets and 90 miles of alleys. Historically, street inspections have been performed on a three-year rotation with a third of residential streets inspected each year and 100% of arterials receiving annual inspections. Because the City has not updated its Pavement Management System (PMS) since 2010, the City wants to reinspect all its streets, update its PMS and develop a 30-year master.

The City has outlined nine essential tasks in its scope of work: project management; preliminary investigation, software evaluation; pavement inspection; PMS update; maintenance and a capital improvement plan (CIP); PMS report; quality management; engineering and design; construction administration and management; and project closeout.

The scope of services will be performed in six phases over four years, as outlined below.

Phase 1 – 2014 PMS Update: \$182,370

Phase 1 Scope: Update entire pavement management system, yearly streets and evaluate Areas A, B and C, including one-time software migration and StreetSaver® license fee (as required – see Task 1.3).

- Task 1.1 Project Management
- Task 1.2 Preliminary Investigations
- Task 1.3 Software Evaluation
- Task 1.4 Pavement Inspection
- Task 1.5 PMS Update
- Task 1.6 Maintenance and Capital Improvement Plan (CIP)
- Task 1.7 PMS Report
- Task 1.8 Quality Management

Task 1.1 Project Management

Consultant will undertake the following as part of Phase 1, Task 1.1:

Consultant will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will also review with staff quality control measures that are described in more detail in Task 1.6. Reviewing these issues and items prior to beginning work will help the City and Consultant develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules, budgets other Economic Value Added (EVA) content to ensure the work performed meets the City's expectations and performance goals

Task 1.2 Preliminary Investigations

Consultant will undertake the following after completion of Task 1.2:

Consultant will arrange to retrieve any PMS data, including MicroPAVER™ database information, GIS files and drawings. Consultant will review past data, assess recent information and determine the information that is important to the project. Consultant's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 1.3 Software Evaluation

The City of Oxnard is looking to manage its pavements in the most efficient and cost-effective way. There are multiple pavement management systems in use throughout the United States. The most commonly accepted and employed in California are APWP's MicroPAVER™ software, which is used by approximately 16% of agencies, and MTC's StreetSaver® software, which is used by about 31% of agencies. In the past, the City has used MicroPAVER™; however, the City staff wants to look at the advantages and benefits of both pavement management systems to help it develop a pavement management plan for the next 30 years.

Consultant will undertake the following as part of Task 1.3:

Consultant will review with the City the elements MicroPAVER™ and StreetSaver® and the advantages and/or disadvantages for each program to help the City choose the best PMS program for its goals. If the City decides to transition from MicroPAVER™ to StreetSaver®, Consultant will manage the transition.

Task 1.4 Pavement Inspection

Consultant will undertake the following as part of Task 1.4:

Consultant's certified staff will manually inspect all 490 miles of City streets and 90 miles of alleys for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate than drive by or windshield surveys.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by Consultant's quality assurance standards, which are designed to ensure accuracy and consistency. Consultant's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accept ± 10 PCI points.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

Consultant will sample locations on random test sites of $\pm 2,500$ sf. Consultant will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

To ensure safety during the visual evaluation, Consultant will provide traffic control using a flashing beacon and a vehicle-mounted magnetic sign warning of frequent stops.

In addition to PMS inspections, Consultant will perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. For the ADA ramp locations, Consultant will review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located.

For sidewalk displacements, Consultant will review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. Consultant will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps. Consultant will review each street and document potential illegal cuts and ramps by street address. Consultant's report will document addresses and condition.

Task 1.5 PMS Update

Consultant will undertake the following as part of Task 1.5 following completion of Task 1.4:

Consultant will enter all data into the preferred system, either MicroPAVER™ or StreetSaver® and develop "family curves" for each road or functional classification. Consultant will verify, to the extent possible, the original construction date(s) of a street segment.

In addition, Consultant will work with the City to review the functional classifications of streets in its system to determine if they comply with Caltrans specifications and are therefore eligible for future federal funding. To perform this work, Consultant will compare each road section contained in the PMS and City's general plan with the California Road System (CRS) maps found on the Caltrans website to verify functional classification accuracy.

As part of the update, Consultant will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 1.6 Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 1.6:

Using historical current pavement inspection data, Consultant will develop a 30-year maintenance and Capital Improvement Plan (CIP) for the City's pavement assets.

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments on a street by street or neighborhood by neighborhood basis according to a critical-point management approach. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late.

Consultant will focus on three major elements: preventative maintenance, alleys and arterials. Consultant will help City staff determine the best maintenance approach for the next 30 years that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Using the selected PMS software, Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 1.7 PMS Report

Consultant will undertake the following as Task 1.7:

Consultant will prepare and present to City staff a draft report that summarizes Consultant's findings and contains the following:

- Network condition summary.
- Network summary statistics broken down into functional class: arterial, collector, residential/local and other required classifications.
- Summary of conditions, recommended treatments and estimated unit costs by functional class.
- Budget scenarios for improving or maintaining the PCI during the next 30 years.
- A sortable desktop reference that lists roads by PCI from best to worst or alphabetically by name.

As an option, Consultant can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 1.8 Quality Management

Consultant will provide the following quality assurances in Task 1.8 as part of the overall scope of work:

Consultant will ensure its quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, Consultant's QA/QC procedures for PMS work includes the following elements:

- Trained and certified staff. Consultant's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, Consultant's data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Field technicians are certified by the Metropolitan Transportation Commission (MTC).
- Equipment verification. Prior to beginning any pavement assessment, Consultant inspects, verifies and, if necessary, calibrates its measurement equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.
- Data checks. Consultant's PMS crew typically performs a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician specialist compiles the final database according the agency's locations and mapping system. The project manager works with the data specialist to recheck segment lengths and look for any missing segments or data elements. The data specialist then reviews the entire database for proper formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports for planning and budgeting.
- Control, verification and random site testing. Consultant reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant then compares these reference values to the initial PCI generated by either MicroPAVER™ or StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Phase 2 – 2015 PMS Annual Update: \$90,915

Phase 2 Scope: Update yearly streets and evaluate Area A.

- Task 2.1 Project Management
- Task 2.2 Preliminary Investigations
- Task 2.3 Pavement Inspection
- Task 2.4 PMS Update
- Task 2.5 Maintenance and Capital Improvement Plan (CIP)
- Task 2.6 PMS Report
- Task 2.7 Quality Management

Task 2.1 Project Management

Consultant will undertake the following as part of Phase 2, Task 2.1:

Consultant will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will also review with staff quality control measures that are described in more detail in Task 2.7. Reviewing these issues and items prior to beginning work will help the City and Consultant develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules, budgets other Economic Value Added (EVA) content to ensure the work performed meets the City's expectations and performance goals.

Task 2.2 Preliminary Investigations

Consultant will undertake the following after completion of Task 2.2:

Consultant will review past PMS data, assess recent information and determine the information that is important to the project. Consultant's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 2.3 Pavement Inspection

Consultant will undertake the following as part of Task 2.3:

Consultant's certified staff will manually inspect one-third of the City's streets and of alleys (combination of arterial, collector and residential) in Area A for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate than drive by or windshield surveys.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by Consultant's quality assurance standards, which are designed to ensure accuracy and consistency. Consultant's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accept ± 10 PCI points.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

Consultant will sample locations on random test sites of $\pm 2,500$ sf. Consultant will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

To ensure safety during the visual evaluation, Consultant will provide traffic control using a flashing beacon and a vehicle-mounted magnetic sign warning of frequent stops.

In addition to PMS inspections, Consultant will perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. For the ADA ramp locations, Consultant will review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located.

For sidewalk displacements, Consultant will review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. Consultant will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps. Consultant will review each street and document potential illegal cuts and ramps by street address. Consultant's report will document addresses and condition.

Task 2.4 PMS Update

Consultant will undertake the following as part of Task 2.4 following completion of Task 2.3:

Consultant will enter all data into the preferred system, either MicroPAVER™ or StreetSaver® and develop "family curves" for each road or functional classification. Consultant will verify, to the extent possible, the original construction date(s) of a street segment.

In addition, Consultant will work with the City to review the functional classifications of streets in its system to determine if they comply with Caltrans specifications and are therefore eligible for future federal funding. To perform this work, Consultant will compare each road section contained in the PMS and City's general plan with the California Road System (CRS) maps found on the Caltrans website to verify functional classification accuracy.

As part of the update, Consultant will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 2.5 Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 2.5:

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

Consultant will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 2.6 PMS Report

Consultant will undertake the following as Task 2.6:

Consultant will prepare and present to City staff a draft report that summarizes Consultant's findings and contains the following:

- Network condition summary.
- Network summary statistics broken down into functional class: arterial, collector, residential/local and other required classifications.
- Summary of conditions, recommended treatments and estimated unit costs by functional class.
- Budget scenarios for improving or maintaining the PCI during the next 30 years.
- A sortable desktop reference that lists roads by PCI from best to worst or alphabetically by name.

As an option, Consultant can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 2.7 Quality Management

Consultant will provide the following quality assurances in Task 2.7 as part of the overall scope of work:

Consultant will ensure its quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, Consultant's QA/QC procedures for PMS work includes the following elements:

- Trained and certified staff. Consultant's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, Consultant's data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Field technicians are certified by the Metropolitan Transportation Commission (MTC).
- Equipment verification. Prior to beginning any pavement assessment, Consultant inspects, verifies and, if necessary, calibrates its measurement equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.
- Data checks. Consultant's PMS crew typically performs a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician specialist compiles the final database according to the agency's locations and mapping system. The project manager works with the data specialist to recheck segment lengths and look for any missing segments or data elements. The data specialist then reviews the entire database for proper formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports for planning and budgeting.
- Control, verification and random site testing. Consultant reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant then compares these reference values to the initial PCI generated by either MicroPAVER™ or StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Phase 3 – 2016 PMS Annual Update: \$89,105

Phase 3 Scope: Update yearly streets and evaluate Area B.

- Task 3.1 Project Management
- Task 3.2 Preliminary Investigations
- Task 3.3 Pavement Inspection
- Task 3.4 PMS Update
- Task 3.5 Maintenance and Capital Improvement Plan (CIP)
- Task 3.6 PMS Report
- Task 3.7 Quality Management

Task 3.1 Project Management

Consultant will undertake the following as part of Phase 3, Task 3.1:

Consultant will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will also review with staff quality control measures that are described in more detail in Task 3.7. Reviewing these issues and items

prior to beginning work will help the City and Consultant develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules, budgets other Economic Value Added (EVA) content to ensure the work performed meets the City's expectations and performance goals.

Task 3.2 Preliminary Investigations

Consultant will undertake the following after completion of Task 3.2:

Consultant will review past PMS data, assess recent information and determine the information that is important to the project. Consultant's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 3.3 Pavement Inspection

Consultant will undertake the following as part of Task 3.3:

Consultant's certified staff will manually inspect one-third of the City's streets and of alleys (combination of arterial, collector and residential) in Area B for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate than drive by or windshield surveys.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by Consultant's quality assurance standards, which are designed to ensure accuracy and consistency. Consultant's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accept ± 10 PCI points.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

Consultant will sample locations on random test sites of $\pm 2,500$ sf. Consultant will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

To ensure safety during the visual evaluation, Consultant will provide traffic control using a flashing beacon and a vehicle-mounted magnetic sign warning of frequent stops.

In addition to PMS inspections, Consultant will perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. For the ADA ramp locations, Consultant will review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located.

For sidewalk displacements, Consultant will review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. Consultant will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps, Consultant will review each street and document potential illegal cuts and ramps by street address. Consultant's report will document addresses and condition.

Task 3.4 PMS Update

Consultant will undertake the following as part of Task 3.4 following completion of Task 3.3:

Consultant will enter all data into the preferred system, either MicroPAVER™ or StreetSaver® and develop "family curves" for each road or functional classification. Consultant will verify, to the extent possible, the original construction date(s) of a street segment.

In addition, Consultant will work with the City to review the functional classifications of streets in its system to determine if they comply with Caltrans specifications and are therefore eligible for future federal funding. To perform this work, Consultant will compare each road section contained in the PMS and City's general plan with the California Road System (CRS) maps found on the Caltrans website to verify functional classification accuracy.

As part of the update, Consultant will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 3.5 Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 3.5:

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not

too late. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

Consultant will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 3.6 PMS Report

Consultant will undertake the following as Task 3.6:

Consultant will prepare and present to City staff a draft report that summarizes Consultant's findings and contains the following:

- Network condition summary.
- Network summary statistics broken down into functional class: arterial, collector, residential/local and other required classifications.
- Summary of conditions, recommended treatments and estimated unit costs by functional class.
- Budget scenarios for improving or maintaining the PCI during the next 30 years.
- A sortable desktop reference that lists roads by PCI from best to worst or alphabetically by name.

As an option, Consultant can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 3.7 Quality Management

Consultant will provide the following quality assurances in Task 3.7 as part of the overall scope of work:

Consultant will ensure its quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, Consultant's QA/QC procedures for PMS work includes the following elements:

- Trained and certified staff. Consultant's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, Consultant's data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Field technicians are certified by the Metropolitan Transportation Commission (MTC).
- Equipment verification. Prior to beginning any pavement assessment, Consultant inspects, verifies and, if necessary, calibrates its measurement equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

- Data checks. Consultant's PMS crew typically performs a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician specialist compiles the final database according to the agency's locations and mapping system. The project manager works with the data specialist to recheck segment lengths and look for any missing segments or data elements. The data specialist then reviews the entire database for proper formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports for planning and budgeting.
- Control, verification and random site testing. Consultant reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant then compares these reference values to the initial PCI generated by either MicroPAVER™ or StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Phase 4 – 2017 PMS Annual Update: \$89,350

Phase 4 Scope: Update yearly streets and evaluation of Area C

- Task 4.1 Project Management
- Task 4.2 Preliminary Investigations
- Task 4.3 Pavement Inspection
- Task 4.4 PMS Update
- Task 4.5 Maintenance and Capital Improvement Plan (CIP)
- Task 4.6 PMS Report
- Task 4.7 Quality Management

Task 4.1 Project Management

Consultant will undertake the following as part of Phase 4, Task 4.1:

Consultant will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will also review with staff quality control measures that are described in more detail in Task 4.7. Reviewing these issues and items prior to beginning work will help the City and Consultant develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules, budgets other Economic Value Added (EVA) content to ensure the work performed meets the City's expectations and performance goals.

Task 4.2 Preliminary Investigations

Consultant will undertake the following after completion of Task 4.2:

Consultant will review past PMS data, assess recent information and determine the information that is important to the project. Consultant's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 4.3 Pavement Inspection

Consultant will undertake the following as part of Task 4.3:

Consultant's certified staff will manually inspect one-third of the City's streets and of alleys (combination of arterial, collector and residential) in Area C for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate than drive by or windshield surveys.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by Consultant's quality assurance standards, which are designed to ensure accuracy and consistency. Consultant's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accept ± 10 PCI points.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

Consultant will sample locations on random test sites of $\pm 2,500$ sf. Consultant will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

To ensure safety during the visual evaluation, Consultant will provide traffic control using a flashing beacon and a vehicle-mounted magnetic sign warning of frequent stops.

In addition to PMS inspections, Consultant will perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. For the ADA ramp locations, Consultant will review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located.

For sidewalk displacements, Consultant will review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. Consultant will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps. Consultant will review each street and document potential illegal cuts and ramps by street address. Consultant's report will document addresses and condition.

Task 4.4 PMS Update

Consultant will undertake the following as part of Task 4.4 following completion of Task 4.3:

Consultant will enter all data into the preferred system, either MicroPAVER™ or StreetSaver® and develop "family curves" for each road or functional classification. Consultant will verify, to the extent possible, the original construction date(s) of a street segment.

In addition, Consultant will work with the City to review the functional classifications of streets in its system to determine if they comply with Caltrans specifications and are therefore eligible for future federal funding. To perform this work, Consultant will compare each road section contained in the PMS and City's general plan with the California Road System (CRS) maps found on the Caltrans website to verify functional classification accuracy.

As part of the update, Consultant will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 4.5 Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 4.5:

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

Consultant will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 4.6 PMS Report

Consultant will undertake the following as Task 4.6:

Consultant will prepare and present to City staff a draft report that summarizes Consultant's findings and contains the following:

- Network condition summary.
- Network summary statistics broken down into functional class: arterial, collector, residential/local and other required classifications.
- Summary of conditions, recommended treatments and estimated unit costs by functional class.
- Budget scenarios for improving or maintaining the PCI during the next 30 years.
- A sortable desktop reference that lists roads by PCI from best to worst or alphabetically by name.

As an option, Consultant can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 4.7 Quality Management

Consultant will provide the following quality assurances in Task 4.7 as part of the overall scope of work:

Consultant will ensure its quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, Consultant's QA/QC procedures for PMS work includes the following elements:

- Trained and certified staff. Consultant's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, Consultant's data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Field technicians are certified by the Metropolitan Transportation Commission (MTC).
- Equipment verification. Prior to beginning any pavement assessment, Consultant inspects, verifies and, if necessary, calibrates its measurement equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.
- Data checks. Consultant's PMS crew typically performs a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician specialist compiles the final database according the agency's locations and mapping system. The project manager works with the data specialist to recheck segment lengths and look for any missing segments or data elements. The data specialist then reviews the entire database for proper formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports for planning and budgeting.

- Control, verification and random site testing. Consultant reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant then compares these reference values to the initial PCI generated by either MicroPAVER™ or StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Phase 5 – Plans, specifications and estimates for a pavement maintenance/rehabilitation project based on an estimated construction budget of \$1.3 million: \$99,745

Phase 5 Scope: Work includes a kick-off meeting with City staff to confirm the project's scope of work, schedule, budget and availability of project documents; review project goals; discuss format of deliverables; and clarify the responsibilities of each party. Progress meetings will be arranged to review the work at critical stages such as the review of our QC check, 50% design review, 95% & 100% design reviews and final submittal.

Using existing site plans or plans generated by performing topographic survey work, mark locations and define the extent and quality of work expected, including all construction details, materials and procedures.

- Task 5.1 Street Investigation and Engineering Review
- Task 5.2 Measurement of Field Quantities
- Task 5.3 Pavement Evaluations, Deflection Testing and Cording for Pavement Design
- Task 5.4 Utility Company Coordination
- Task 5.5 Preparation of Contract Documents and Estimates
- Task 5.6 Bidding Process Support Services
- Task 5.7 Construction Support Services

Task 5.1 Street Investigation and Engineering Review

Consultant will undertake the following as part of Phase 5, Task 5.1

Consultant's engineers will visually evaluate the pavement condition of each of the proposed project streets. This review will confirm the appropriate action (i.e. overlay or surface treatment) for each street. After our review, Consultant will confer with City staff and review its findings.

Task 5.2 Measurement of Field Quantities

Consultant will undertake the following as part of Phase 5, Task 5.2

Consultant will physically walk each of the project streets identified in the provided project list to measure and record all pertinent field quantities. Physically measuring the quantities provides confidence that the bid quantities are correct. Taking the time to physically measure each bid item in the field ensures smoother contract administration and reduces the potential for change orders.

All field quantities of physical elements to be incorporated in the rehabilitation work of each street will be measured and recorded. This information includes the location of existing striping, pavement markers and paint markings; location of underground utilities; limits of paving transitions, digouts, and other pavement repairs; and total area of pavement to be resurfaced.

If the need for any concrete repairs, handicap ramps or tree root damage is identified during our field reviews, this work will be noted and brought to the City's attention to determine if the repairs should be added to the contract.

Task 5.3 Pavement Evaluations, Deflection Testing and Cording for Pavement Design

Consultant will undertake the following as part of Phase 5, Task 5.3

Consultant will perform deflection testing, coring and analysis on all of the overlay candidate streets identified in Task 5.1. This type of analysis on each of the overlay streets will eliminate the guess work and ensure that an optimum rehabilitation approach is identified. Adequate cores and deflection data on all overlay streets is invaluable during both the design and construction phases of the project. Experience suggests that gathering this additional data helps produce designs that can last longer than average approaches resulting in additional savings to the City.

The deflection analysis is performed in general accordance with California Test Method 356 (CTM 356). Deflection tests will be performed at 100 foot maximum intervals in each lane (minimum of 10 tests per lane). Coring will be performed at 500 foot maximum intervals over the street segment (minimum two cores per street segment). Traffic control will be provided using a follow vehicle with a mounted arrowboard on arterial and collector streets. Flagging will be provided as needed.

Consultant will work with the City to obtain traffic index information and if necessary, will perform six hour truck counts to accurately determine the traffic index.

To assist us with this analysis, Consultant also will determine the total structural section (AC and AB) and the native soil's R-value of the residential streets to determine what streets may be suitable for pulverization and resurfacing. The R-value identification of the existing pavement's total structural section is essential for this determination.

Rehabilitation options to be investigated will include pulverization and resurfacing, milling and filling, conventional asphalt concrete overlay and ARHM overlays.

Task 5.4 Utility Company Coordination

Consultant will undertake the following as part of Phase 5, Task 5.4

Consultant will coordinate with local utility companies and incorporate all utility facilities affecting the projects into the contract documents. Consultant will obtain a current listing of utility companies and contact information from the City for this task.

Task 5.5 Preparation of Contract Documents and Estimates

Consultant will undertake the following as part of Phase 5, Task 5.5

Consultant will compile all field quantities into individual engineer's estimates by street segment. A summary spreadsheet of the entire project will be provided. Technical specifications will be drafted and details for typical sections, transitions, keycuts, digouts, and additional pavement work will be prepared. Any portions of the maintenance work which require further clarification will be submitted in the form of drafted plan views, details, elevations, or cross sections, as is necessary. Where it facilitates the design, Consultant will use aerial photographs to develop base sheets. The City will provide the aerial photographs from their files. This information will be submitted to the City at the 50% design stage and at the 95% design stage for review. It is anticipated that at the 50% submittal stage, the City will be able to confirm the rehabilitative approach and see a preliminary budget.

After review of the 95% submittal, Consultant will meet with the City staff to resolve any outstanding issues and will adjust the final contract documents accordingly.

Included in the scope of work will be the preparation of traffic control plans and striping plans, should that work be required. In addition, Consultant will arrange for the potholing of any existing utilities.

Task 5.6 Bidding Process Support Services

Consultant will undertake the following as part of Phase 5, Task 5.6

After the final submittal, Consultant will be available to answer any specific questions from the City concerning the design. Should the need arise, Consultant will prepare an addendum as required. In addition, Consultant will also be available for help with questions from the contract administration personnel or from contractors during the bidding process.

Task 5.7 Construction Support Services

Consultant will undertake the following as part of Phase 5, Task 5.7

During construction, Consultant will be available to the City construction staff to review design questions, submittals, and construction problems. Consultant will provide these services on an as-needed basis.

Phase 6 – Plans, specifications and estimates for a pavement maintenance/rehabilitation project based on an estimated construction budget of \$3.5 million: \$175,470

Phase 6 Scope: Work includes a kick-off meeting with City staff to confirm the project's scope of work, schedule, budget and availability of project documents; review project goals; discuss format of deliverables; and clarify the responsibilities of each party. Progress meetings will be arranged to review the work at critical stages such as the review of our QC check, 50% design review, 95% & 100% design reviews and final submittal.

Using existing site plans or plans generated by performing topographic survey work, mark locations and define the extent and quality of work expected, including all construction details, materials and procedures.

- Task 6.1 Street Investigation and Engineering Review
- Task 6.2 Measurement of Field Quantities
- Task 6.3 Pavement Evaluations, Deflection Testing and Cording for Pavement Design
- Task 6.4 Utility Company Coordination
- Task 6.5 Preparation of Contract Documents and Estimates
- Task 6.6 Bidding Process Support Services
- Task 6.7 Construction Support Services

Task 6.1 Street Investigation and Engineering Review

Consultant will undertake the following as part of Phase 6, Task 6.1

Consultant's engineers will visually evaluate the pavement condition of each of the proposed project streets. This review will confirm the appropriate action (i.e. overlay or surface treatment) for each street. After our review, Consultant will confer with City staff and review its findings.

Task 6.2 Measurement of Field Quantities

Consultant will undertake the following as part of Phase 6, Task 6.2

Consultant will physically walk each of the project streets identified in the provided project list to measure and record all pertinent field quantities. Physically measuring the quantities provides confidence that the bid quantities are correct. Taking the time to physically measure each bid item in the field ensures smoother contract administration and reduces the potential for change orders.

All field quantities of physical elements to be incorporated in the rehabilitation work of each street will be measured and recorded. This information includes the location of existing striping, pavement markers and paint markings; location of underground utilities; limits of paving transitions, digouts, and other pavement repairs; and total area of pavement to be resurfaced.

If the need for any concrete repairs, handicap ramps or tree root damage is identified during our field reviews, this work will be noted and brought to the City's attention to determine if the repairs should be added to the contract.

Task 6.3 Pavement Evaluations, Deflection Testing and Cording for Pavement Design

Consultant will undertake the following as part of Phase 6, Task 6.3

Consultant will perform deflection testing, coring and analysis on all of the overlay candidate streets identified in Task 6.1. This type of analysis on each of the overlay streets will eliminate the guess work and ensure that an optimum rehabilitation approach is identified. Adequate cores and deflection data on all overlay streets is invaluable during both the design and construction phases of the project. Experience suggests that gathering this additional data helps produce designs that can last longer than average approaches resulting in additional savings to the City.

The deflection analysis is performed in general accordance with California Test Method 356 (CTM 356). Deflection tests will be performed at 100 foot maximum intervals in each lane (minimum of 10 tests per lane). Coring will be performed at 500 foot maximum intervals over the street segment (minimum two cores per street segment). Traffic control will be provided using a follow vehicle with a mounted arrowboard on arterial and collector streets. Flagging will be provided as needed.

Consultant will work with the City to obtain traffic index information and if necessary, will perform six hour truck counts to accurately determine the traffic index.

To assist us with this analysis, Consultant also will determine the total structural section (AC and AB) and the native soil's R-value of the residential streets to determine what streets may be suitable for pulverization and resurfacing. The R-value identification of the existing pavement's total structural section is essential for this determination.

Rehabilitation options to be investigated will include pulverization and resurfacing, milling and filling, conventional asphalt concrete overlay and ARHM overlays.

Task 6.4 Utility Company Coordination

Consultant will undertake the following as part of Phase 6, Task 6.4

Consultant will coordinate with local utility companies and incorporate all utility facilities affecting the projects into the contract documents. Consultant will obtain a current listing of utility companies and contact information from the City for this task.

Task 6.5 Preparation of Contract Documents and Estimates

Consultant will undertake the following as part of Phase 6, Task 6.5

Consultant will compile all field quantities into individual engineer's estimates by street segment. A summary spreadsheet of the entire project will be provided. Technical specifications will be drafted and details for typical sections, transitions, keycuts, digouts, and additional pavement work will be prepared. Any portions of the maintenance work which require further clarification will be submitted in the form of drafted plan views, details, elevations, or cross sections, as is necessary. Where it facilitates the design, Consultant will use aerial photographs to develop base sheets. The City will provide the aerial photographs from their files. This information will be submitted to the City at the 50% design stage and at the 95% design stage for review. It is anticipated that at the 50% submittal stage, the City will be able to confirm the rehabilitative approach and see a preliminary budget.

After review of the 95% submittal, Consultant will meet with the City staff to resolve any outstanding issues and will adjust the final contract documents accordingly.

Included in this task will be the preparation of traffic control plans and striping plans, should that work be required. In addition, Consultant will arrange for the potholing of any existing utilities.

Task 6.6 Bidding Process Support Services

Consultant will undertake the following as part of Phase 6, Task 6.6

After the final submittal, Consultant will be available to answer any specific questions from the City concerning the design. Should the need arise, Consultant will prepare an addendum as required. In addition, Consultant will also be available for help with questions from the contract administration personnel or from contractors during the bidding process.

Task 6.7 Construction Support Services

Consultant will undertake the following as part of Phase 6, Task 6.7

During construction, Consultant will be available to the City construction staff to review design questions, submittals, and construction problems. Consultant will provide these services on an as-needed basis.

EXHIBIT B SCHEDULE

Phase 1 - 2014 PMS Update: \$182,370

Task	Description	Estimated Delivery Schedule
1.1	Project Management	Ongoing throughout the project. Includes monthly meetings.
1.2	Preliminary Investigations	Four weeks after receiving notice to proceed.
1.3	Software Evaluation	Six weeks after receiving notice to proceed.
1.4	Pavement Inspection	Ten weeks after completing Task 1.3.
1.5	PMS Update	Two weeks after completed Task 1.4.
1.6	Maintenance and Capital Improvement	Four weeks after completing Task 1.8.
1.7	PMS Report	Four weeks after completing Task 1.6.
1.8	Quality Management	Three weeks after completing Task 1.5.

Phase 2 - 2015 PMS Annual Update: \$90,915

Task	Description	Estimated Delivery Schedule
2.1	Project Management	Ongoing throughout the project. Includes monthly meetings.
2.2	Preliminary Investigations	Four weeks after receiving notice to proceed.
2.3	Pavement Inspection	Ten weeks after completing Task 2.2.
2.4	PMS Update	Two weeks after completed Task 2.3.
2.5	Maintenance and Capital Improvement	Four weeks after completing Task 2.4.
2.6	PMS Report	Four weeks after completing Task 2.5.
2.7	Quality Management	Three weeks after completing Task 2.6.

EXHIBIT B
SCHEDULE
Continued

Phase 3 - 2016 PMS Annual Update: \$89,105

Task	Description	Estimated Delivery Schedule
3.1	Project Management	Ongoing throughout the project. Includes monthly meetings.
3.2	Preliminary Investigations	Four weeks after receiving notice to proceed.
3.3	Pavement Inspection	Ten weeks after completing Task 3.2.
3.4	PMS Update	Two weeks after completed Task 3.3.
3.5	Maintenance and Capital Improvement	Four weeks after completing Task 3.4.
3.6	PMS Report	Four weeks after completing Task 3.5.
3.7	Quality Management	Three weeks after completing Task 3.6.

Phase 4 – 2017 PMS Annual Update: \$89,350

Task	Description	Estimated Delivery Schedule
4.1	Project Management	Ongoing throughout the project. Includes monthly meetings.
4.2	Preliminary Investigations	Four weeks after receiving notice to proceed.
4.3	Pavement Inspection	Ten weeks after completing Task 4.2.
4.4	PMS Update	Two weeks after completed Task 4.3.
4.5	Maintenance and Capital Improvement	Four weeks after completing Task 4.4.
4.6	PMS Report	Four weeks after completing Task 4.5.
4.7	Quality Management	Three weeks after completing Task 4.6.

**EXHIBIT C
FEE SCHEDULE**

The following are Consultant's hourly, billing fee schedule for the City of Oxnard's Pavement Management System Update in support of the City's Public Works Department:

Billing Title/Activity	Hourly Rate
Principal Engineer	\$210
Project Manager	\$135
PMS Inspection Team	\$160
PMS Data Technician	\$85
PMS Quality Control	\$120
PMS Clerical	\$65

The following are fixed costs:

Title	One-Time Cost¹	Annual Cost²
Migration of existing MicroPaver™ database to StreetSaver program	\$5,000	
StreetSaver® online edition license fee		\$1,500
StreetSaver® GIS Toolbox		\$500

¹ Estimated one-time fee. The Metropolitan Transportation Commission (MTC) will provide a firm cost after receiving a copy of the City's MicroPaver™ database.

² StreetSaver® v.9 online edition. Future software versions may result in a cost increase set by the MTC.

Professional Reimbursement

Where charges are associated with Consultant's employees, the hourly billing rates include the cost of salaries, fringe benefits, indirect overhead costs and fees. Rates for categories of services not identified above shall be negotiated with the Consultant and included in the professional services agreement. Not-to-exceed amounts identified in the agreement with the Consultant do not include overtime hours as defined by State-specific and Federal wage and hour laws. Labor will be billed at 1 1/2 times billing rates for non-exempt employees for overtime hours requested by the City.

Direct Expenses

Reimbursement for direct expenses incurred in connection with the work will be at cost plus ten percent (10%) for items such as:

- a. Maps, photographs, reproduction, printing, equipment rental and special supplies related to the work.
- b. Consultants, contractors and other outside services.
- c. Rented vehicles, local public transportation, taxis, air/train fare, travel and subsistence (non GSA rates),
- d. Specific telecommunications and delivery charges.
- e. Special fees, insurance, permits and licenses applicable to the work.
- f. Outside computer processing, computation and propriety programs purchased for the work not mentioned above.

Reimbursement for employee-owned vehicles used in connection with the work will be billed at the rate per mile equal to the Privately Owned Vehicle (POV) Mileage Reimbursement Rate as established by the United States General Services Administration for the dates the POV is in use.

Reimbursement for lodging and subsistence used in connection with the work will be at the local Per Diem rates as established by the United States General Services Administration for the dates costs are incurred.

Other in-house charges will be at standard company rates. The foregoing billing rate schedule is effective through June 30, 2015 and may be adjusted thereafter.

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

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. A-7723
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

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 [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE 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 Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. A-7723
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

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

Telephone: _____

NAMED INSURED _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to
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

- ☐
- COMMERCIAL AUTO POLICY
-
- ☐
- BUSINESS AUTO POLICY
-
- ☐
- OTHER _____

OTHER PROVISIONS**LIMIT OF LIABILITY**

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

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

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

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

- a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER**CITY OF OXNARD****Attn: Risk Manager****Reference No. A-7723****300 W. Third Street, Suite 302****Oxnard, CA 93030****AUTHORIZED REPRESENTATIVE**☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: () _____

Date Signed _____

REQUEST FOR BUDGET APPROPRIATION

Department: Utilities
Project/Program
Manager: Daniel Rydberg

Date: January 13, 2015

Phone: 385-8055

Reason for Appropriation:

To fund Agreement No. A-7723 with Pavement Engineering to perform a Pavement Management System Update

Accounts and Descriptions

AMOUNT

Fund: STATE GAS TAX (181)

Expenditures/Transfers Out

Engineering and Design Services (Project No. 133202)

181-3224-803-8209 SERVICES - OTHER PROFESSIONAL 451,740

Sub-total Expenditures 451,740

Net Change to State Gas Tax Fund Balance (451,740)

Net Appropriation Change (451,740)

Approvals

Department Director

Chief Financial Officer

City Manager

James Cameron

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION



Meeting Date: 01/27/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Jay Duncan, Contract & Grant Coordinator *JTD* Agenda Item No. J-8Reviewed By: City Manager *JM* City Attorney *JRB* Finance *JC* Other (Specify) _____

DATE: December 29, 2014

TO: City Council

FROM: Daniel Rydberg, P.E., Interim Utilities Director *DR*
Utilities Department

SUBJECT: Agreement for Developing Green Alleys Program

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an agreement with SWA Group (A-7739) in the amount of \$300,000 for developing Oxnard's Green Alleys Program.

DISCUSSION

On July 19, 2011, the City Council adopted Resolution 14,097 ratifying the City Manager's submission of an application for \$250,000 in the California Strategic Growth Council Urban Greening Planning Grant Program to be used for development of the Oxnard Green Alleys Plan and authorized the City Manager to appropriate grant funding upon award of the grant.

The Green Alley Plan submitted with Oxnard's Proposition 84 Urban Greening Grant application is consistent with the State of California's Natural Resource Agency planning policies as they pertain to the following priorities:

1. Promote infill development and equity
2. Protect environmental and agricultural resources
3. Encourage efficient development patterns

To implement the Grant, SWA Group will develop the Green Alleys Program to be consistent with the Oxnard 2030 General Plan. The benefits of the Program will include providing opportunities for healthy lifestyles through creation of community gardens and urban agricultural facilities. A Green Alley Program also enhances a community by promoting physical activity and encourages use of alternative transportation modes such as walking and biking. Green Alleys Program implementation minimizes stormwater run-off and improves water quality, eradicates blight, and instills a neighborhood cohesion and pride.

Oxnard will utilize a diverse Planning Committee, Advisory Group, and consultant expertise to ensure that the Green Alleys Program is coordinated with public health objectives as well as City and

Agreement for Developing Green Alleys Program

December 29, 2014

Page 2

Regional Plans. The cost of the project is \$300,000, of which \$250,000 is funded by the State of California Natural Resources Agency Proposition 84 Urban Greening Grant with a \$50,000 required cash match from Measure O previously approved by Mayor and Council. Efforts will begin immediately in January 2015 and be completed by June 30, 2015. These grant objectives will reduce gas emissions consistent with the California Global Warming Solution Act of 2006.

A Request for Proposal (RFP) was posted for three weeks and over twenty potential vendors were notified regarding the RFP. Five vendors submitted proposals. Staff evaluated and rated each proposal. SWA Group's proposal received the highest total weighted score for meeting the requirements of the State grant and developing Oxnard's Green Alleys Program.

FINANCIAL IMPACT

There is sufficient funding to cover the cost of the agreement from Proposition 84 Urban Greening Grant in the amount of \$250,000 and \$50,000 from Measure O.

JD;jd

Attachment #1 – Agreement No. 7739

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (“**Agreement**”) is made and entered into in the County of Ventura, State of California, this 13th day of January, 2015, by and between the City of Oxnard, a municipal corporation (“**City**”), and SWA Group (“**Consultant**”). City and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein (the “**Services**”).

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Jay Duncan, Contract & Grant Coordinator, subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

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

9. Principal in Charge

Consultant hereby designates Ying-Yu Hung, ASLA, Managing Partner, SWA Group as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on January 14, 2015, and expire on July 1, 2015.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City

pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$300,000 for the Services at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

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

18. Records

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

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement.

Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type, or cause that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the negligence, recklessness or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this

Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a “governmental decision” as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

any other status protected by law.

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

29. Force Majeure

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

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement, subject to extensions of time for reasons caused beyond Consultant's control.

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to SWA Group, 811 West 7th Street, 8th Floor, Los Angeles, California 90017, Attention: Ying-Yu Hung, ASLA, Managing Principal, SWA Group.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Utilities Department, 305 West Third Street, 3rd Floor, East Wing, Oxnard, California 93030, Attention: Jay Duncan, Contract & Grant Coordinator.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Ying-Yu Hung, ASLA, Managing Principal
SWA Group

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

Stephen M. Fischer, Interim City Attorney

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Interim Utilities Director

EXHIBIT A

SCOPE OF SERVICES

Project Understanding

Green alleys provide numerous environmental, social and economic benefits for residents and businesses. Recognizing our shared responsibility to creating a sustainable community, the creation of public open spaces and community gathering places are critical to the long-term viability and vitality of our cities and town.

The creation of a comprehensive Green Alleys Master Plan will enable the City of Oxnard to achieve several objectives that complement and run parallel to each other, including:

- Creating open space and greening the City's public realm;
- Providing opportunities for healthy lifestyles through creation of community gardens and urban agricultural facilities;
- Promoting physical activity and encouraging use of alternative transportation modes such as walking and bicycling;
- Minimizing stormwater run-off and improving water quality;
- Reducing crime and blight, and improving safety; and,
- Creating neighborhood cohesion and instilling community pride.

We understand that the scope of this project will involve studying approximately 86 linear miles of alleys, with the ultimate goal being the development of templates for demonstration projects that address different types of alleys and clusters of alleys in different neighborhoods throughout the city. The primary focus of the work will be review and analysis of existing available data (e.g., GIS, General Plan CEQA compliance findings and recommendations, etc.); field survey of existing conditions; needs assessment, public outreach and community engagement; written report with recommendations for implementation, funding and maintenance; and development of Design Guidelines and Conceptual Designs for demonstration projects for implementation of green alleys projects. With the City's recently completed state-of-the-art recycled water system, the use of recycled water can be incorporated into the conceptual design and operations and maintenance plans created for the green alley projects.

Ultimately, the final deliverable will comprise a handbook and templates for proposed greening and placemaking enhancements that can be applied to alleys throughout the city. The Plan will help the City, planners, designers, business owners, and residents to conceptualize what a green alley could look like, the types of amenities it could offer, and how it relates and provides connection to the surrounding neighborhood and city at-large.

Approach to the Scope of Services

The following approach narrative generally follows the tasks outlined in the RFP, though many tasks will likely overlap or need adjustment as the project progresses.

Task 0 - Project Management (\$39,553.00)

The scope and complexity of this project will require a strong project management team and a responsive group of consultants who can operate at the highest levels of professionalism while still maintaining a high degree of flexibility and creativity.

As the prime consultant, SWA will lead this project and will endeavor to make sure all of our consultant team members dedicate the time and resources needed to produce deliverables at each milestone throughout the project. Should the project demand additional staff, our team is prepared to allocate internal resources on a timely and efficient basis.

Allocating time is just one aspect of our approach; the other is allocating the right people who have the sincere interest and commitment for projects in the public realm. To this point, we are extremely confident that we can deliver the time and the resources in making this project a reality.

Subconsultant Management

SWA and its subconsultant team will provide the expertise and leadership necessary to fulfill the expectations of the City, and the goals and objectives identified in previous phases of project development. As the prime consultant, SWA will be responsible for overseeing the work of all subconsultant team members. The professionals we have committed to this project offer unparalleled experience in the study, planning, design and construction of multi-purpose infrastructure projects that enhance the public realm. Each firm on the SWA team has proposed senior management/principal leadership to oversee their respective tasks, which will ensure the highest level of quality in delivery of services, design concepts, and reporting.

Our consultant team members all maintain full-time offices in southern California, which will enable SWA team principals, associates, and staff to maintain a strong dialogue and connection with local project stakeholders and the critical issues being discussed and disseminated on a daily basis.

Quality Assurance/Quality Control

In order to ensure quality control throughout the planning and design process, several factors are of prime importance. First, we consider decision making a continuous, interactive process with the client and the entire project team. We update the client at frequent progress meetings where we assist in setting agendas, frame required decisions, and maintain meeting notes on decisions and directions relevant to our work.

Communication is key, and we maintain a continuous and consistent communication structure through the project manager. Development of consensus is achieved through periodic meetings, clear definition of alternatives and the cost involved, and strict adherence to the project schedule.

The second factor is the use of timely, accurate project information and the use of available technology for information exchange with the City and the entire project team. Schedules and project budgets are continuously monitored and updated throughout the project.

The third factor is the involvement throughout the project of experienced principals and staff. An SWA principal oversees the SWA Project Manager, and is responsible for regular in-house review of all information and deliverables. In addition, senior principals throughout the firm periodically review all design and planning projects through peer review/charrette. Further, SWA maintains in-house, field construction personnel who review all landscape cost estimates and budgets. Our experience in controlling project labor and construction costs comes from our long history of working with cost conscious clients and construction managers.

Project Coordination Meetings

The SWA team will lead monthly project status meetings throughout the course of the project. The focus of these meetings will be to report and document status, discuss and identify any unforeseen issues, recommend action plans proposed to keep project on schedule and budget, and review any work products. At the City's request, we will lead additional status report meetings during key milestones and as necessary during the project (e.g., public workshops, presentations to City

Council, etc.).

Grant Management

Key SWA team subconsultant, Kestrel Consulting, will be responsible for preparing quarterly progress reports and coordinating with City Finance Department staff to complete the quarterly financial reports. We will keep the grant agency staff informed about the status of the project and any issues that arise, and ensure good relations. We will assist with modifications to the grant agreement, including an immediate time extension, and will submit deliverables. We will prepare the final project report and coordinate with City staff to ensure that proper records are kept for audit.

Kestrel will advise the SWA team to ensure that the Green Alleys Plan that is produced meets the requirements of the funding agency. To do this we will have discussions with Resources Agency staff, and make recommendations to the project team.

Earned Value Analysis

SWA maintains an internal system of checks and balances to insure the quality of finished products and to ensure that client expectations are met at every phase of a project—from concept to punch list. Every project is assigned a Principal-in-Charge whose primary responsibility is to provide overall leadership and experience. SWA takes quality seriously and to that end, assures the commitment of the Principal-in-Charge throughout the entire duration of the contract.

From project inception through completion, SWA will maintain open communication with the City to ensure the project team meet all milestones and deliverables on-time, and within budget. At project kick-off, we will consult the City's Project Manager to verify schedule and budget, and to identify metrics for assessing work progress throughout the life of the project. SWA invoices clients for work completed to-date on a monthly basis, or at specified project milestones (e.g., 50% concept design report/presentation).

SWA employs a number of software systems to ensure high quality project management and project controls, including Primavera. This program can be used to assess earned value analysis through developing a comprehensive Work Breakdown Structure (WBS), baseline schedule and budget, and metrics for evaluating specific features of the work (e.g., hours billed per task, rates charged for personnel, etc.).

Task 1 - Preliminary Investigations (\$41,213.00)

Upon notice-to-proceed, the SWA team will conduct preliminary investigations to form an understanding of greening and ‘placemaking’—or programming—strategies that can be implemented in different types of alleys, and in different neighborhoods/districts.

Project Kick-off Meeting

We will organize and attend a kick-off meeting with City of Oxnard staff to: introduce our team; discuss the general range of opportunities and expectations; review and refine scope and schedule; and set up procedures for communication. Key personnel from the SWA team visit the project area to clarify field conditions and limits of work. This initial meeting/site visit will give everyone a chance to start on the same page with a meaningful exchange of expectations and concerns.

At this time, the City will brief the SWA team on:

- Programming and design vision for the Green Alleys Plan based on outreach and planning conducted to-date;
- Challenges, constraints and opportunities;
- Operations and maintenance goals/objectives; and,
- Clarification of project phases/task durations, expected deliverables and milestones.
- Also at project kick-off, we will work with the City to finalize the meeting schedule, and to finalize the deliverables schedule.
- Meeting minutes will be prepared for kick-off and all design phase meetings, and submitted to the appropriate attendees.

Data Gathering

Prior to commencing field surveys and site analysis and evaluation, the SWA team will familiarize itself with available GIS data provided by the City, and perform a peer review on all relevant studies, including but not limited to the following:

- 2030 General Plan
- Bicycle and Pedestrian Facilities Master Plan

- Regional Stormwater and Watershed Enhancement Plans
- Urban Water Management Plan and Water Conservation Master Plan
- Clean Ocean Gardens Program
- Graffiti Action Program
- Green Sustainability Programs
- Neighborhood improvement plans

Additional reports we will reference, as appropriate, include but are not limited to:

- Oxnard Downtown District Plan
- Ventura County Regional Bikeways Plan
- Oxnard-Camarillo and Oxnard-Ventura Greenbelt Agreements
- Save Open Space and Agricultural Resources Initiatives
- Ventura Countywide NPDES Stormwater Quality Management Plan

Field Surveys

Through field survey, we will obtain initial photographic coverage of existing site conditions to supplement existing available imagery; topographical maps; plans; study area reports (environmental, geotechnical, land use, etc.); and utility information.

Site Analysis and Evaluation

The purpose of this step is to gain an understanding of how alleys relate to and can work with surrounding contexts, to develop a network of alleys, streets and adjacent community resources (e.g., vacant lots, parks, schools, etc.). Based on the results of the data gathering and field surveys, our team will document and evaluate existing environmental site conditions to identify preliminary design challenges and opportunities to be further studied in subsequent tasks. In so doing, we will be prepared to answer the myriad questions posed in the subsequent needs assessment, public outreach, and plan development tasks.

Task 2 - Needs Assessment (\$38,195.00)

The SWA team will review previous studies and planning reports, and conduct hands-on outreach with community and stakeholder groups, further described in the next two sections. Given the extent of work already completed in support of the Green Alleys Plan, we will consider existing resources and plans such as the 2030 General Plan, the Bicycle and Pedestrian Facilities Master Plan, Regional Stormwater and Watershed Enhancement Plans, Urban Water Management Plan and Water Conservation Master Plan, Clean Ocean Gardens Program, Graffiti Action Program, Green Sustainability Program, and neighborhood improvement plans, as appropriate.

We will create a matrix to illustrate the needs, actions, and expected outcomes of implementing actions, based on data gathered in Task 1, and utilizing best practices established by previous similar studies, such as the *LA's Green Streets and Green Alleys Design Guidelines and Standards*. The table below presents a preliminary understanding of the needs, potential solutions, and anticipated results.

Project Need	Plan Element Solution	How Element Supports Plan Implementation
Loss of stormwater/increased drought frequency and duration	Vegetated shallow planters and bio-swales	Captures and retains stormwater and urban runoff; reduces volume of polluted stormwater; reduces urban heat island effect; and increases carbon storage.
Lack of access to fresh fruits and vegetables	Community gardens and urban agriculture	Reduces impervious surfaces and resulting urban heat island effect; improves soil makeup; and decreases GHG emissions associated with the long distance transport of food. Improves public access to healthy lifestyle choices.

Unappealing aesthetic of underutilized/blighted alleys/ROWs	Street trees and alley landscaping	Improves air quality; reduces urban heat island effect; and increases carbon storage. Increases safety and security for pedestrians/cyclists.
Deficient paved surfaces/crumbling infrastructure	Pervious pavement and infiltration trenches	Reduces urban heat island effect; reduces volume of polluted stormwater flowing into waterways; and controls channel forming (erosion) and high-efficiency flood events.
Alternative transportation infrastructure / safe routes to schools	Enhanced multi-purpose infrastructure based on complete streets principles	Increases number of bike and pedestrian trips, in turn reducing vehicle trips and GHG emissions. Increases safety and security for pedestrians/cyclists.
Shortage of available water for irrigation/agriculture	Irrigating with recycled water	Reduces energy use and carbon emissions; lowers operations and maintenance expenses.

Planning Committee and Advisory Group

The SWA team will work with the Planning Committee and Advisory Group to establish goals and objectives for the Green Alley Plan. Throughout the duration of the project, the SWA team will engage the Planning Committee and Advisory Group to ensure that the Green Alleys Plan is coordinated with recently completed and ongoing planning efforts, and that it also leverages the previous investments of involved organizations and City resources. The Planning Committee and Advisory Group will help identify and address potential conflicts as well as opportunities for synergies between the Plan and other relevant plans, policies and procedures.

The Planning Committee and Advisory Group will include senior staff from the Public Works Department, Planning Division of the Development Services Department, Finance Department, City Wide Enhancement Program, and Neighborhood Services. The Planning Committee will also include representatives from the Recreation and Community Services Department and Environmental Resources Division of the Public Works Department to help ensure that existing frameworks for maintenance and trash/recycling collection are considered.

Members of the Planning Committee and Advisory Group will also include representatives from numerous partner organizations and agencies, including but not limited to the following:

- Ventura County Health Care Agency, Public Health Division
- County of Ventura Watershed Protection District
- Watershed Coalition of Ventura County
- Ventura County Transportation Commission (GoVentura)
- Healthy Ventura County
- Central Coast Alliance United for a Sustainable Economy (CAUSE)
- Oxnard ALLIANCE for Community Strength
- Graffiti Task Force
- Neighborhood Councils
- Schools
- Businesses
- Homeowners' associations

Needs Assessment

The Needs Assessment task will be critical to the success of developing the Green Alleys Plan. In this task, the SWA team will work with the City and Planning Committee to:

- Prioritize appropriate greening strategies (e.g., environmental enhancements, landscaping and hydrological systems integration, urban agricultural opportunities, etc.;

- Identify factors that will inform ‘placemaking’ opportunities (e.g., character/density of surrounding neighborhood, connections to other transit modes, planned/future development on adjacent/nearby properties, etc.); and,
- Synthesize analysis to identify several alleys within a neighborhood that share similar characteristics, and recommend the most appropriate greening and placemaking solutions for each.

Task 3 - Public Outreach and Community Engagement (\$15,113.00)

We believe that designers should guide collaboration rather than impose solutions. We replace the traditional notion of authorship: “I created this object,” with a new one: “We nurtured this process.”

For the Oxnard Green Alleys Plan, the SWA team will work closely with the City and involved organizations to create opportunities where everyone can voice their opinions in a safe and productive environment—from public workshops open to all interested community members, homeowners’ associations, local organizations and businesses, and Neighborhood Councils; surveys available at locations (in print) and electronically; and a website or Facebook page containing all of the project information, planning issues, ideas, and feedback opportunities.

The public outreach and community engagement program will seek to clarify and deepen community involvement. Good communication is the key to a successful project; many of our staff are bilingual Spanish/English, Russian/English, Mandarin/English, etc. This will promote maximum participation in which all stakeholders can discuss ideas and information, and find resolution for any challenges encountered during the project. The public outreach program will become the campaign for community-wide endorsement and commitment necessary for implementation of the plan.

Task 4 - Develop Green Alleys Plan (\$66,436.00)

After compiling the results of the preliminary investigations, needs assessment and public outreach tasks, the SWA team will meet with the Planning Committee to review findings and identify areas for further study in the course of developing the Green Alleys Plan. The Draft Plan will include an executive summary of the results of Tasks 1 and 2, along with draft recommendations for demonstration project candidate sites. The Plan will be designed to be user-friendly and will

include illustrative materials (e.g., tables/charts, graphics, renderings, cross-sections, etc.) to effectively communicate content.

Fundamental to the vision for the green alleys are design goals that encourage:

- Enhanced pedestrian experience: reinforcing the human scale element
- Restoration of ecological performance to mitigate environmental impacts (incorporating LID strategies and drought-tolerant landscaping)
- Improved alternative transportation options(e.g., walking, bicycling, etc.)
- Safety and security 24/7
- Investment opportunities and synergies
- Response to and reflection of the community

The Green Alleys Plan will be consistent with the state's planning policies in order to preserve and enhance natural ecological and environmental systems; provide healthy lifestyle options for residents in terms of urban agriculture and active transportation; and promote efficient, equitable and sustainable in-fill development.

With this in mind, we will propose incorporation of Low Impact Development (LID) Best Management Practices (BMPs) that promote the use of natural or engineered systems in priority order for infiltration, capture and use, high efficiency bio-filtration or retention system including evapotranspiration, or a combination thereof. In particular, the Green Alleys Plan will focus on identifying projects and policies to better manage stormwater run-off and mitigate heat island effects by use of porous pavements, landscaping, shade tree enhancement and other greening activities in densely developed areas. When implemented, these elements will reduce greenhouse gas emissions consistent with the California Global Warming Solutions Act of 2006.

The plan will include a Plant Palette and give detailed information on best management practices (BMPs) for bioswales, pervious and impervious pavement maintenance, street trees maintenance and health, water quality improvements, and stormwater management, as well as estimated construction costs for demonstration projects, such as community gardens, shade structures and passive recreational programming, active transportation infrastructure improvements, etc.

Written Report

At the culmination of the project, the SWA team will submit a written report to the City that integrates the findings and deliverables of all tasks. The written report will include appropriate maps, illustrations, graphics, photos, concept design drawings, and narrative to support recommendations.

The report will address the suitability of candidate sites, or groupings of candidate alleys that share similar characteristics, as well as the feasibility for implementation of projects (including potential environmental impacts identified). The report will be based upon verifiable data and contain sufficient information and analysis so that a determination may be made on elements including designs, technical feasibility, community impact, funding analysis, inter-agency coordination requirements, and environmental issues.

The report will also identify any financial projections and any other facility or design-related factors which might affect the successful implementation of the project. The report will further identify and estimate project development and operating costs, and specify the level of accuracy of these estimates and the assumptions on which these estimates have been based.

Design Guidelines

Also in this task, SWA will create Design Guidelines for green alley projects, drawing upon existing standards and research; feedback from the public, Planning Committee and Advisory Group; and in consultation with our engineering and environmental consultant team members. The Design Guidelines will be developed to function as a handbook for the City, organizations, and residents that wish to implement a green alley project.

Specific elements we will consider include, but are not limited to:

- Bike and Pedestrian Facilities engineering and specifications
- Transportation Network Connectivity and Universal Accessibility (ADA compliance)
- Landscapes and Hardscapes
- Signage/ Wayfinding and Lighting
- Fixtures, Furnishings and Equipment

In addition, the guidelines will present BMPs including, but not limited to, the following:

- Tree planting guidelines and recommendations for tree/plant care
- Vegetated and non-vegetated retention and detention areas
- Water quality treatment techniques such as bioswales or filtration devices
- Infiltration trenches, basins and dry wells
- Stormwater curb extensions and curb inlets
- Pervious paving materials
- Pavement coloring/reflective surfaces
- Smart irrigation techniques
- Educational/interpretive signage and wayfinding opportunities

We will submit the Draft Design Guidelines and Draft Green Alley Plan to the City Wide Enhancement Program for input and review. After incorporating comments, we will submit the Final Design Guidelines and Draft Green Alley Plan to the City's project manager for final review and approval.

Task 5 - Concept Designs for Demonstration Projects (\$39,653.00)

SWA's collaborative design process is based on a "good, better, best" approach, wherein we will present preliminary design concepts that satisfy project goals and objectives along with proposed design solutions to address challenges and capitalize on opportunities for enhancement. Ultimately, our collaborative design process will result in a well-designed and programmed open space that support long-term operations and maintenance.

Following public review and City Council approval of the Green Alleys Plan, the SWA team will meet with the Planning Committee to identify two to four sites for implementation of green alley projects. SWA designers will develop context-sensitive visuals to illustrate select greening and placemaking strategies to assist the City, Planning Committee and Advisory Group to understand the Concept Designs and associated implementation costs.

Emphasis will be placed on greening alleys in neighborhoods that have the most concrete/fewest trees and are most heavily trafficked by pedestrians and bicyclists. Emphasis will also be placed on economically disadvantaged communities that can benefit most from increased quality of life, enhanced bicycle and pedestrian connectivity and safety, and reduced crime and blight.

Deliverables:

Concept boards to include narratives, images, and photographs that capture the essence of each green alley project and reinforce the project vision – reference and character pages that convey the design vision for the demonstration project;

- One (1) to two (2) perspective renderings for each demonstration project
- Draft Plant Palette booklet listing proposed plant materials by use and type;
- Narrative describing site issues related to utilities, grading, and stormwater management, as well as the proposed landscaping materials, finishes, planting, and other elements to be used; and,
- Preliminary construction budget cost estimate for each demonstration project.

Presentations

The final Draft Plan and written report will be submitted for public review. The completed Green Alleys Plan will be presented to the Oxnard City Council for input and adoption. The Plan will include illustrative materials (e.g., tables/charts, graphics, renderings, cross-sections, etc.) to effectively communicate content.

Working with an established handbook for Green Alleys, the City will not only enhance the overall quality of life for all community members, but also enable the City's public realm to serve as a model for cities and towns throughout the region and state.

Task 6 - Plan Implementation (\$9,823.00)

The SWA team will analyze funding and implementation strategies to identify ways that the community can remain engaged in the implementation, and long-term operations and maintenance of green alley projects. Strategies may include community/neighborhood adoption programs, creation of neighborhood-scale landscape assessment districts, collaboration with youth and

school programs—such as the City Corps’ Townkeepers—to provide mentoring and leadership training, and partnerships with local organizations devoted to improving the quality of life in the region.

Of particular importance will be issues related to project permitting and mitigating impacts to operations during construction. Supporting SWA in this effort will be Penfield and Smith, whose engineers will draw on their extensive knowledge of the City street network and past experience with construction of major capital improvement projects in Oxnard to review demonstration project programming and design concepts, and will advise the project team regarding potential impacts, as well as potential ways to mitigate these impacts. These could include:

- Alteration of design concept
- Innovative construction methods
- Development of off-site contractor staging areas.
- Phased construction
- Work hour restrictions
- Multi-modal detours
- Public outreach programs
- Temporary private parking agreements or creation/restoration of on-street parking
- Emergency service personnel coordination
- Mail delivery coordination
- Trash service coordination
- Street sweeping coordination

Funding Recommendations

Kestrel will work with SWA to identify funding sources for implementation of green alleys demonstration projects. We will evaluate grants, loans and partnerships with community organizations, schools and businesses. Funding sources may include gas taxes, water quality and park bonds, intergovernmental grants, general fund resources, or through neighborhood

assessment districts created to operate and maintain the green alleys.

Our work will include discussions with Resources Agency staff concerning implementation funding. We will work with City staff to evaluate the structure of the existing neighborhood assessment districts. We will share information about planned stormwater improvements with the Watershed Protection District, and seek collaboration on funding strategies.

Kestrel will produce a summary report for inclusion in the Green Alleys Plan.

Coordination with Partners for Implementation

The Green Alleys Plan encompasses many City government functions including planning, public works, solid waste collection and stormwater management, finance, traffic management, parks, public safety, fire protection, and neighborhood services. A successful planning effort will require coordination with all of the City departments responsible for overseeing these services, as well as the numerous organizations and institutional partners who will be responsible for the implementation of green alleys projects.

The SWA team will provide regular updates to key stakeholders via phone, meetings and email, and sharing information from these stakeholders with the City. We will prepare a staff report and slide presentation for Public Works staff to present to the City Council, to update them on the planning effort. We will help to coordinate the planning team meetings and help to ensure that key people get involved at the right time.

Task 7 - CEQA Documentation (\$30,655.00)

The SWA team will coordinate with the Planning Committee to make sure the Green Alleys Plan is compatible with the 2030 General Plan, and other recent and ongoing planning efforts. While we will make every effort in the early stages of the project to avoid sites that pose complex environmental challenges, there may exist some project sites that would require environmental review. Our team CEQA specialist, Rincon Consultants, will prepare any necessary environmental documentation to support project implementation (e.g., Categorical Exemption, Negative Declaration, Mitigated Negative Declaration, etc.).

SWA Commitment to the Project

Our proposed principal leadership, led by SWA Managing Principal Ying-Yu Hung—with critical support provided by Kestrel’s Monica Reid—are prepared to provide the expertise and leadership that will fulfill the expectations of the Project Team in making this vision a reality. Interfacing directly with the City, Planning Committee and Advisory Group, and community members, the SWA team will coordinate any necessary logistical challenges related to the project approach and methodology for delivering a quality project on time and on budget.

EXHIBIT B
SCHEDULE OF SERVICES

Oxnard Green Alleys Schedule				2014 2015																									
#	Description	Start	End	Dec		Jan				Feb				Mar				April				May				June			
0	Project Management (ongoing)	12/17/2014	7/1/2015																										
0.1	Grant Administration (ongoing)	12/17/2014	6/3/2015																										
0.2	Monthly Meeting with Staff and Consultants	12/17/2014	6/17/2015																										
0.3	Quarterly Meetings with Project Team	1/7/2015	4/8/2015																										
0.4	Final Report	5/25/2015	6/3/2015																										
1	Preliminary Investigations	1/5/2015	1/30/2015																										
1.1	Data Gathering/Report Review	1/5/2015	1/16/2015																										
1.2	Field Survey	1/12/2015	1/16/2015																										
1.3	Site Analysis and Evaluation	1/19/2015	1/30/2015																										
2	Needs Assessment	2/2/2015	3/13/2015																										
2.1	Identify Goals and Objectives	2/2/2015	2/6/2015																										
2.2	Draft Planning and Design Guidelines	2/2/2015	2/27/2015																										
2.3	Create Map with High Priority Areas	3/2/2015	3/13/2015																										
3	Public Outreach and Community Engagement	2/2/2015	5/22/2015																										
3.1	Media Outreach	2/2/2015	5/22/2015																										
3.2	Public Forum #1	2/12/2015	2/12/2015																										
3.3	Public Forum #2	2/26/2015	2/26/2015																										
3.4	Open House #1	4/22/2015	4/22/2015																										
3.5	Open House #2 (optional)	4/29/2015	4/29/2015																										
4	Complete Oxnard Green Alleys Plan	3/16/2015	5/22/2015																										
4.1	Develop Draft Plant Palette	3/16/2015	3/27/2015																										
4.2	Draft Plan for Public Review	3/16/2015	4/17/2015																										
4.2a	City Review	4/20/2015	4/24/2015																										
4.2b	Incorporate feedback	4/27/2015	5/8/2015																										
4.3	Draft Plan for State Review and Feedback	4/27/2015	5/8/2015																										
4.3a	State Review	5/11/2015	5/15/2015																										
4.4	Incorporate feedback	5/18/2015	5/22/2015																										
5	Create Designs for Green Alleys Demonstration Projects	3/2/2015	5/8/2015																										
5.1	Select high quality priority demonstration areas	3/2/2015	3/6/2015																										
5.2	Complete 50% designs for demonstration areas	3/9/2015	3/27/2015																										
5.2a	City 50% Design Review	3/30/2015	4/3/2015																										
5.3	Complete 100% designs for demonstration areas	4/6/2015	4/24/2015																										
5.3a	City 100% Design Review	4/27/2015	5/1/2015																										
5.4	Finalize/Incorporate feedback	5/4/2015	5/8/2015																										
6	Identify Funding Sources for Implementation	3/2/2015	5/8/2015																										
6.1	Develop innovative funding strategy	4/27/2015	5/1/2015																										
6.2	Final Report	5/4/2015	5/8/2015																										
7	CEQA Compliance Documentation (as needed)	3/2/2015	5/8/2015																										
7.1	Coordinate with 2030 General Plan CEQA Process	3/2/2015	5/8/2015																										
7.2	Prepare appropriate CEQA documentation	4/16/2015	5/8/2015																										

Key	
Meeting with Project Team	▽
Deliverable	▲
Outreach Meeting	●
Task	■
Subtask	▨
Client review	▤
Ongoing task	▧
Ongoing task (optional)	▩

EXHIBIT C

COMPENSATION RATES

Task	SWA Landscape Architecture	Kestrel Grant Administration	P&S Civil/Traffic/Hydro	Rincon CEQA	Cumming Cost Estimating
Task 0: Project Management	\$26,169	\$4,534	\$6,370	\$1,800	\$680
Task 1: Preliminary Investigations	\$22,623		\$16,850	\$1,740	
Task 2: Conduct Needs Assessment	\$26,135		\$10,320	\$1,740	
Task 3: Public Outreach and Community Engagement	\$12,069	\$3,044		-	
Task 4: Complete Green Alleys Plan	\$55,754	\$5,392	\$5,290		
Task 5: Create Designs for Demonstration Projects (2 concepts)	\$30,688	-	\$6,245		\$2,720
Task 6: Identify Funding Sources for Implementation	\$4,235	\$5,588			
Subtotal by firm:	\$177,673	\$18,558	\$45,075	\$5,280	\$3,400

SWA Team Total Fees: \$249,986
SWA Team Estimated Reimbursable Costs: \$24,999

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

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

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

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

CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. _____
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____

PRODUCER

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) _____ (to) _____

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

Telephone: _____

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

NAMED INSURED

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

- ☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

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

- a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: () _____

Date Signed _____



Meeting Date: 01/27/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☒ Other Appt. Item 7 p.m.

Prepared By: Dave Millican Agenda Item No. J-9Reviewed By: City Manager SM City Attorney SMF Finance JP Other (Specify) _____**DATE:** January 12, 2015**TO:** City Council**FROM:** Dave Millican, Interim Chief Financial Officer - Consultant
Finance Department**SUBJECT:** Comprehensive Annual Financial Report for Fiscal Year 2013-14**RECOMMENDATION**

That City Council receive and file the City of Oxnard Comprehensive Annual Financial Report (CAFR) for Fiscal Year (FY) 2013-14.

DISCUSSION

The CAFR contains basic financial statements audited by the independent certified public accounting firm White Nelson Diehl Evans LLP. The purpose of the audit is to ensure that the financial statements present fairly, in all material respects, the financial position and the results of operations of the City.

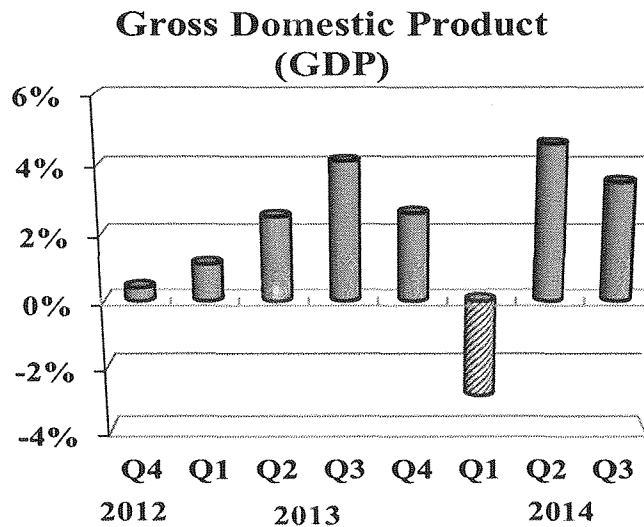
The CAFR is presented in a manner to provide an understanding of the City's financial activities and operations.

The Highlights of the FY 2012-13 CAFR are as follows:

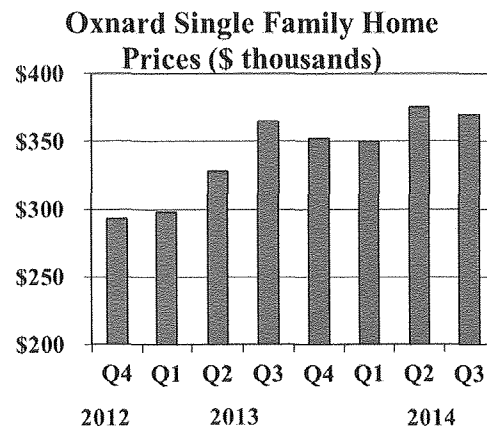
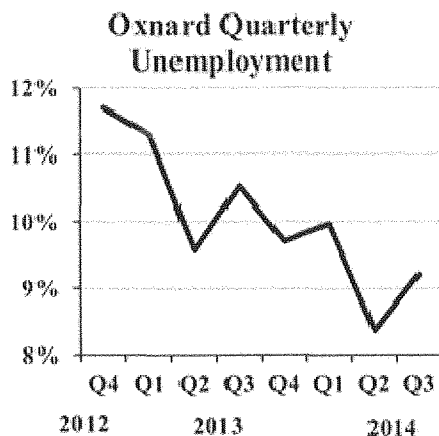
- The assets of the City exceeded its liabilities, including deferred outflows and inflows of resources, by just over \$1.8 billion (net position) at the close of the fiscal year. In the previous year, the net position of the City was slightly under \$1.8 billion.
- As of the close of the fiscal year, the City's governmental activities reported a net position of \$1.45 billion, \$4.8 million less than the prior fiscal year.
- At the end of the fiscal year, the unassigned fund balance of the General Fund was \$13.9 million, which is 13% of the general fund's operating expenditures and transfers excluding Measure O expenditures.
- The City's total debt (excluding compensated absences) decreased by \$18.5 million during the current fiscal year primarily in business-type activities (\$15.1 million). Total debt in governmental funds was reduced \$3.4 million.

While the CAFR focuses on the single fiscal year consistent with accounting standards, it is helpful to review the various trends that impact the City's financial position. One of the key indicators of a City's financial health is the fund balance. In understanding the changes in fund balance, it is important to understand economic trends.

The economy continues to expand at a modest pace, both nationally and at local level. At the national level Gross Domestic Product (GDP) began the calendar year negative (likely weather related), but has since been surprisingly strong as shown in the following graph. In addition the national unemployment rate has fallen to 5.8% and job growth has been generally positive.



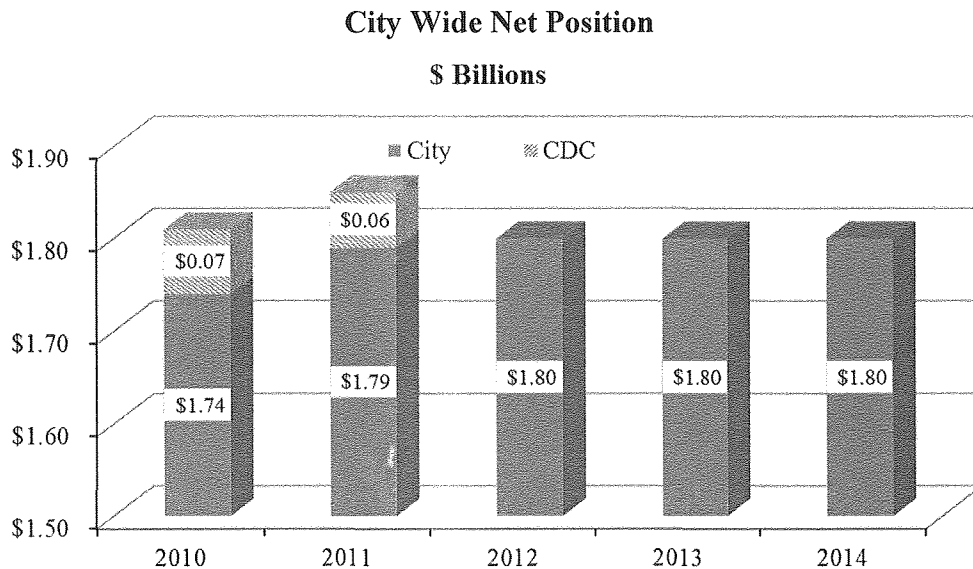
At the local level the economic picture has been mixed as continued reductions in unemployment are offset by a flat housing market. The following graphs show recent trends:



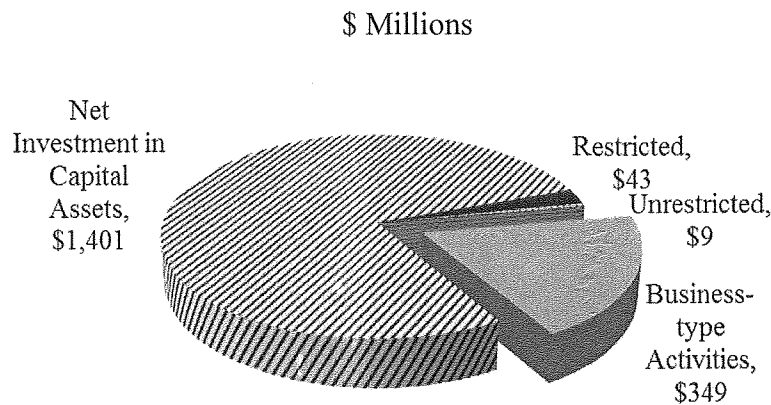
In the third quarter, there were close to 1,000 more jobs than a year ago and the unemployment rate is below 10% (8.8% in September, 2014). The strong growth in single family home prices in recent years has stalled at just over \$350,000.

Financial Summary

The following discussion pertains to the government-wide financial statements which are reported on a full accrual basis of accounting similar to the private sector. A key indicator of a City's financial health is the net position, similar to the "equity" of the City. It is the difference between the assets and liabilities of the City. As indicated in the following chart there has been almost no growth in the City's net position which is the difference between the assets of the City and liabilities. The Community Development Commission is no longer a part of the City due to the dissolution of redevelopment agencies in California and is not included in net position after FY 2011.



The following chart breaks down the FY 2014 data by governmental and business-type activities.

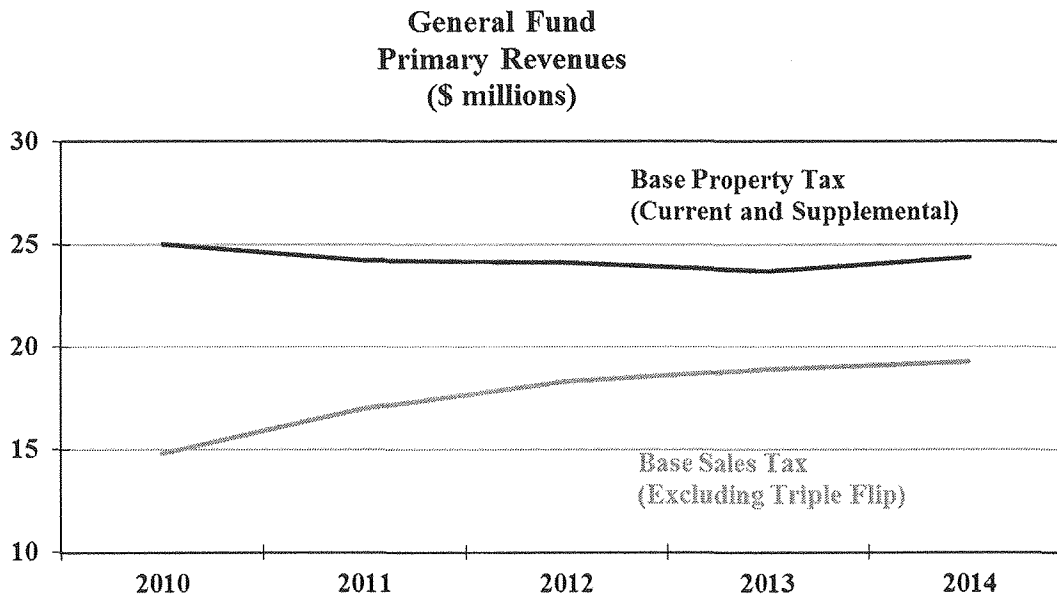


Key components of the assets of the City include cash and investments which total \$173.6 million. Twenty-five million of that is tied up in funds held by trustees such as bond proceeds and reserves. Capital assets total \$2.1 billion with total City assets of \$2.3 billion.

The liabilities of the City total \$516 million with bonds and capital leases making up \$418 million of that total. Other important liabilities include compensated absences or accrued leave of \$21 million and other post-employment benefits (OPEB) of \$9.3 million. Finally, because the City is self-insured, the actuarial-value of claims is presented as liabilities totaling \$15.9 million. Liabilities are characterized as current \$71.9 million and non-current or long-term liabilities of \$444 million. At this time pension liabilities are only reflected in the notes to the financial statements; however, in future years GASB will require these amounts be reflected as liabilities.

GASB has different requirements for the presentation of fund financial statements discussed in the following paragraphs. Governmental funds use a modified accrual basis which means that certain items are reported differently than in the government-wide statement. An example is that capital outlays are accounted for as expenditures in governmental fund statements, but depreciation is not. Enterprise funds, however, are basically the same for both types of statements.

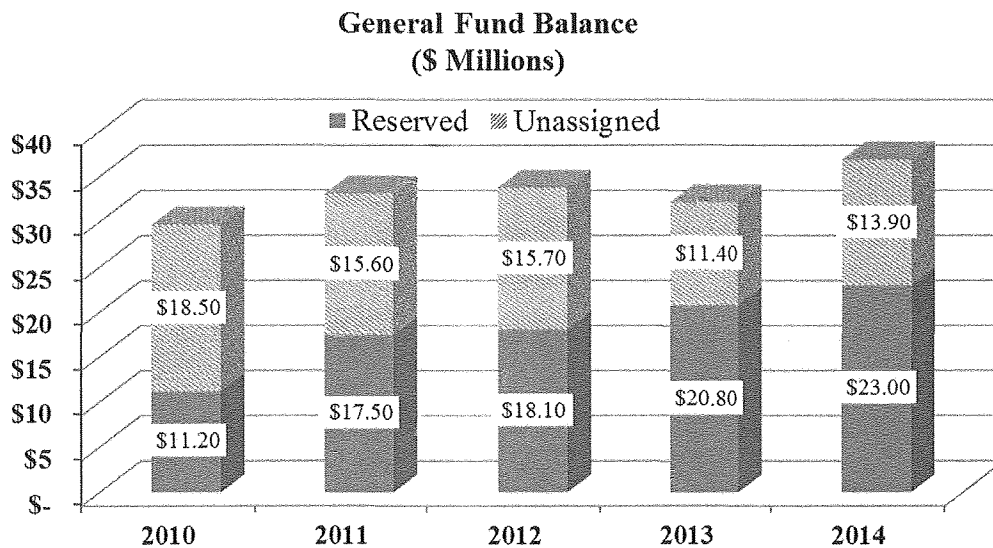
The General Fund is a principal part of the City's finances as it funds many of the important public services provided by the City. The deep economic recession and slow recovery has had a significant impact on the primary revenue sources, property and sales taxes, as shown below.



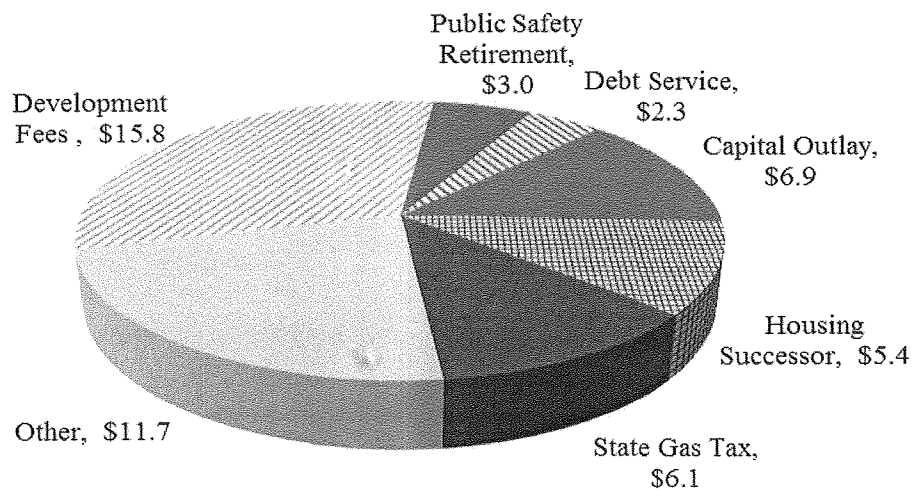
Base property taxes, including supplemental amounts (excluding all other), lagged the recession and only began to recover in FY 2014. The base sales taxes, excluding triple-flip and Measure O, continued to decline through 2010, and are just now reaching pre-recession levels.

Total general fund revenue grew \$6.7 million in FY 2014 to \$123.7 million. This included \$12.8 million from Measure O, which grew \$2.7 million. Tax revenues make up 76% of revenues, growing 5% from the prior year. Expenditures decreased \$4.1 million, primarily due to reduced capital expenditures in Measure O. Operating expenditures increased \$0.9 million with a \$1.5 million increase in public safety partially offset by reduced spending in other departments. The difference between revenues and expenditures adjusted for other sources and transfers make up the change in fund balance of \$6.2 million. Additionally, prior period adjustments impact the fund balance as was the case in FY 2014 due to a transfer of \$1.4 million of PEG funds to a separate capital fund to improve management and reporting.

The growth in the total General Fund balance as shown on the following graph from \$29.7 million to \$36.9 million was primarily the result of Measure O revenues, which are included in the General Fund for CAFR reporting purposes. Measure O revenues are reserved to enhance service delivery and are segregated in the fund balance section. The unassigned General Fund balance, funds that could be used for unforeseen needs, decreased \$7.1 million between FY 2009 and 2013, but has recovered slightly in FY 2014 by \$2.5 million. The unassigned General Fund balance now stands at about 13% compared to a goal of 18%.



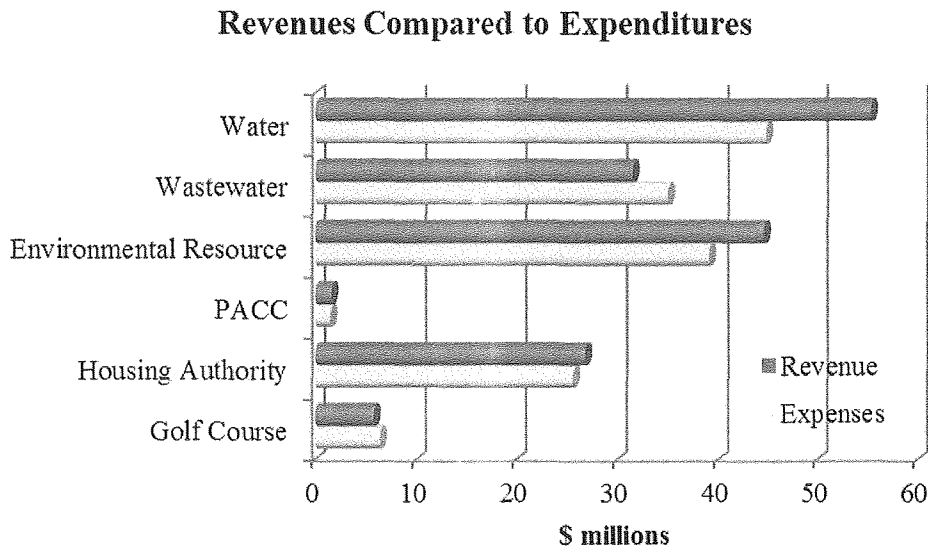
The fund balances in other governmental funds total \$69.7 million. These funds are restricted for specific purposes as shown in the graph below.



While the combined fund balances increased \$1.4 million, balances in several funds decreased, such as the public safety retirement fund (\$2.6 million) and the development fee fund (\$0.4 million).

Enterprise funds reported in the fund financial statements are referred to as proprietary funds. The City's enterprise funds consist of Water, Wastewater, and Environmental Resources as well as the Performing Arts and Convention Center (PACC) and River Ridge Golf Course. The Oxnard Housing

Authority is also included in this category. The following chart compares revenues plus net transfers to expenses by each enterprise:



- Water – Revenues of \$55.3 million exceeded expenditures of \$44.7 million. Revenues increased \$2.0 million primarily in charges for services from water customers of \$1.6 million. Additional revenue growth resulted from connection fees and interest earnings. Expenditures were slightly lower than in the prior year with a \$0.2 million increase in operations offset by lower interest expense.
- Wastewater – While revenues of \$31.5 million covered operating costs of \$27.6 million, interest expense of \$7.0 million resulted in a shortfall of \$3.2 million. Revenues increased \$0.4 million due to one-time reimbursements while charges for services from customers declined \$1.1 million due to one-time receipts for industrial categories in the prior year. Expenditures also increased \$0.4 million primarily in contracted services for master planning and to provide operational evaluation and assistance.
- Environmental Resources - Revenues of \$44.7 million exceed expenditures of \$38.8 million. Revenues increased \$2.0 million primarily in charges for services from residential and business customers of \$1.7 million. Expenditures decreased \$1.7 million due to the change in operation of the recycling facility to from a contract operator to City operation in February 2014. Reduced contract costs of \$4.9 million were partially offset by increased staffing and supplies.
- Performing Arts and Convention Center (PACC) – The PACC is funded by a combination of operating revenues, \$0.7 million, and a subsidy from the general fund of \$0.9 million. The combination of these sources was adequate to cover operating costs. Prior year shortfalls have resulted in a negative fund balance (net assets) of \$1.7 million.
- Golf Course – While total revenues of the Golf Course increased \$0.3 million, total revenues of \$4.5 million plus the general fund transfer related to the 2011 bond debt service of \$1.4 million,

were not adequate to cover both operating and interest expenditures of \$6.4 million. The golf course has accrued a \$4.4 million fund shortfall.

- Housing Authority – Total revenues of \$26.8 million exceeded expenditures of \$25.6 million. While revenues increased \$2.1 million, expenditures were stable with only a \$0.2 million increase.

FINANCIAL IMPACT

The recommended action to receive and file the FY 2013-14 CAFR has no financial impact.

Attachment #1: Audit Letters

Attachment #2: FY 2013-14 Comprehensive Annual Financial Report

Note: Attachment #2 has been provided to City Council under separate cover. Copies for review are available on the City website and at the Help Desk in the Library after 10 a.m. on the Thursday prior to the Council meeting and in the City Clerk's Office after 10 a.m. on the Thursday prior to the Council meeting.

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Honorable Mayor and
Members of City Council
City of Oxnard
Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Oxnard, California (the City), as of and for the year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated December 26, 2014.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal control, described below, that we consider to be significant deficiencies.

- 1 -

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ATTACHMENT 1
PAGE 1 OF 6

Internal Control over Financial Reporting (Continued)

Compensated Absences

Auditors' Comment:

The City has formal compensated absences policies regarding the maximum amount of hours that an employee can accrue and the annual maximum amount of hours that an employee can cash out. However, we noted several instances where employees had hours accrued that exceeded the maximum limits stated in the policies. Activity related to compensated absences should be monitored for noncompliance and noncompliance matters should be properly addressed and documented in a timely manner. We recommend that the City review the compensated absences policies and the existing internal controls related to monitoring compliance and make the necessary modifications to ensure compliance with the City's formal compensated absences policies.

Management's Response:

City Management presented a plan to City Council to address excess leave issues. City management will be taking the following actions:

- Effective January 30, 2015, Administrative Policy E-5 which is the leave policy for Top, Mid-Management and Confidential Employees, shall be eliminated in its entirety. The terms of E-5, as they apply to unrepresented and confidential employees, OMMA and Police and Fire Management, will remain in effect until January 29, 2015 except that (i) employees will be permitted to move only excess leave into reserve leave accounts on a one time basis on or before January 29, 2015 and (ii) employees will be permitted to convert annual leave for deposit into deferred compensation accounts in 2015, after which employees will no longer be permitted to convert annual leave into deferred compensation.
- Recommend that salary resolution for unrepresented management and confidential employees include the following changes: Elimination of any reserve leave bank on a go-forward basis; Reduce the maximum annual leave cash out from 120 hours to 80 hours annually; Convert employees' compensated absences back to separate vacation leave and sick leave banks.
- Noticed all affected units that leave accruals effective mid-November shall be enforced as provided for in current MOU provisions and employees will have until March 14, 2015 to draw down vacation or annual leave balances below the applicable caps.
- Address leave issues as part of contract negotiations with employee groups to ensure that leave accruals are consistent with market rates and strict compliance with maximum leave accrual caps.

Internal Control over Financial Reporting (Continued)

Bank Reconciliations

Auditors' Comment:

We noted that the bank reconciliations reconciled the balances of cash and investments held in financial institutions to the City's Treasurer Report. However, the reconciling items noted in this reconciliation were not posted to the general ledger which resulted in a significant variance between the balances reported the City's Treasurer Report and the general ledger. As a result, certain current year revenues and expenditures were not properly recognized in the proper period in the general ledger. We recommend that all significant reconciling items identified as part of the reconciliation process be recorded in the general ledger in the period being reconciled to ensure a proper recognition of activity.

Management's Response:

Finance staff will coordinate with the City Treasury staff on investigating reconciling items and ensure that adjusting entries are posted timely to the general ledger.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We have reported other matters to you and management in a separate letter dated December 26, 2014.

City of Oxnard's Responses to Findings, Comments and Recommendations

The City's responses to the findings, comments and recommendations identified during our audit are described above. The City's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

White Nelson Dick Evans LLP

Irvine, California
December 26, 2014

To the Honorable Mayor,
Members of City Council, and Management
City of Oxnard
Oxnard, California

In planning and performing our audit of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Oxnard City (the City) as of and for the year ended June 30, 2014, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing our auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weakness and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. We did not identify any deficiencies in internal control that we consider to be material weaknesses. However, we did identify significant deficiencies which we have reported to City Council in a separate letter dated December 26, 2014. In addition, as discussed below, we identified certain matters involving the internal control and other operational matters that are presented for your consideration. This letter does not affect our report dated December 26, 2014 on the financial statement of the City. Our comments and recommendations, all of which have been discussed with appropriate members of management, are intended to improve the internal control or result in other operating efficiencies. Our comments are summarized as follows:

Strengthen Internal Controls at Offsite Locations

Auditors' Comment:

We identified certain control matters listed below at the City's Del Norte Recycling Facility that should be reviewed and modified as appropriate in order to strengthen internal controls:

- 1) Custody of Safe and Office Door Keys – The facility should strive to eliminate any one person from having sole access to the safe. When accessing the safe, two people should be present.
- 2) Receiving and Logging of Checks Received – The facility should segregate the duties of custody, recording and authorization of checks received. Currently, this segregation does not exist and could lead to opportunities for misappropriation of cash.

- 1 -

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Strengthen Internal Controls at Offsite Locations (Continued)

Auditors' Comment (Continued):

- 4) Balance Forwarding - Currently, the monthly invoices do not carry over any outstanding balances from prior months. Balance forwarding is a useful tool in ensuring collection of past due balances, and allows for customer reporting of irregular open balances.
- 5) Security Cameras – the facility does not have security cameras, which if placed where cash drawers are located, and also in the office where the safe is held, would deter misappropriation of assets.

Although we do not deem these issues to be consequential to the financial statements of the City as a whole, we recommend considering the need to implement additional oversight, at this and all other offsite locations of the City's operations where transaction processing occurs.

Management's Response:

A Management Analyst III will be transferred to the department to assist in implementing financial internal controls. The management of the Del Norte Recycling Facility is considering installation of remote/portable camera systems to be placed where cash drawers are located and where safe is held.

With regards to implementing additional oversight at this and all other offsite locations of the City where transaction processing occurs, this will be included in the City's Internal Audit program for the month of February, 2015.

Allowance for Doubtful Accounts

Auditors' Comment:

We noted that the detail of the general ledger account utilized to track Not Sufficient Funds (NSF) checks contained amounts that were not current and the City does not currently have an estimated allowance for doubtful accounts related to this account. The older the outstanding balances, the more likely it is that these amounts will not be collected. We recommend that the City review the detail in this account and determine which amounts are still deemed collectible. If any balances are deemed uncollectible, the City should either write-off that balance directly or establish an allowance for doubtful accounts.

Management's Response:

The City Attorney, City Treasurer and Finance staff are all working together to have a write off policy for uncollectible receivable.

The City's responses to the comments and recommendations identified during our audit are described above. The City's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

This communication is intended solely for the information and use of management, the City Council, and others within the City, and is not intended to be, and should not be, used by anyone other than these specified parties.

White Nelson Diehl Evans LLP

Irvine, California
December 26, 2014



Meeting Date: 01 / 27 / 15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Martin R. Erickson *MRE* Agenda Item No. K-1
Reviewed By: City Manager *JM* City Attorney *AK* Finance *JP* Other (Specify) _____

DATE: January 15, 2015

TO: City Council

FROM: Martin R. Erickson, Deputy City Manager *Martin Erickson*

SUBJECT: Support for City's Legislative Program for 2015/16

RECOMMENDATION

That City Council:

1. Adopt an update of the Legislative Program for 2015/16; and authorize the City Manager to prepare letters in support of or in opposition to, as appropriate, legislative matters outlined in the Legislative Program with such letters to be signed by the Mayor, or the Mayor Pro Tem in the Mayor's absence.
2. Receive an update on the Ormond Beach Concept Master Plan and Halaco Superfund site remediation, elements of the Legislative Program.

DISCUSSION

The City Council has requested federal funding for critical projects for the City of Oxnard for many years. In September 2007, the City Council adopted a Legislative Program which allowed staff to more efficiently carry out City Council direction with respect to a variety of critical areas of concern to the City, including water resources, transportation needs, and preservation of local control. With a new session of Congress and the State Legislature underway and a continuing highly competitive environment for federal and state funding, the City must be aggressive in pursuing grant program funding and regulatory relief to fund high priority projects. Moreover, the City Council has supported policy initiatives (such as the support for a moratorium on coastal power plants, restoration of the Ormond beach wetlands, and complete remediation of the Halaco Superfund site) that will require aggressive policy advocacy. Proposed updates to the Legislative Program reflect these new priorities.

The Legislative Program positions the City well to respond to potential funding opportunities, and protects the City's interests. Although the City Manager's Office serves as the focal point of these efforts, scope of interests in the Legislative Program represent broad input from all City departments, from the Utilities Department to the Library. This inclusive effort has resulted in federal and state monies to a variety of critical projects. Oxnard has successfully achieved federal funding for numerous

critical City projects, including the Santa Clara River Interchange at Highway 101, the GREAT program, and the Rice Avenue Interchange. As the City continues its organizational assessment, focus on better utilization of City resources is a key element. To this end, the CMO is making a more concerted effort to ensure that all the City's advocacy efforts (whether to obtain grants or shape policy) are as effective as possible. Additionally, the City is moving toward a Priorities Based budget, with meaningful performance indicators; and the Legislative Program will adapt during this process to reflect the key priorities that emerge (although many will likely be included in this update).

On October 21, 2014 the City Council received a study session presentation from the Coastal Conservancy, entitled *Ormond Beach Concept Master Plan Study*, which included the following objective:

To create a renowned wildlife refuge and provide a framework for the development of a world-class district focused on education, research, commerce and coastal recreation related to agriculture and sustainability.

A key component of this conceptual habitat restoration plan for a 236 acre portion of Ormond Beach in south Oxnard prioritizes large-scale open space, along with synergistic commercial and educational uses that will be compatible with the State Coastal Conservancy's wetland restoration plan. In particular, the plan envisioned a University of California Division of Agricultural & Natural Resources (UC-ANR) academic and research facility anchoring the site, with limited nearby commercial development. Multiple partner agencies and local residents participated in the preparation of the conceptual project in addition to the Coastal Conservancy, including the Naval Base, County of Ventura, Nature Conservancy and others. Since the October 21 presentation, the City of Oxnard has taken a lead role in coordinating regular meetings with these partner agencies and plans to report back to City Council in February or March with a more comprehensive update on the Concept Master Plan, including some key milestones for the potential for a UC-ANR partnership. Moreover, the City has engaged its state and federal legislative advocates and consultants to focus on bringing this project to fruition under the direction of the City Manager's Office. The conceptual nature of this project should be noted, in that it will change and develop over time and the opportunities and potential of the site will evolve. In addition the success of the project will depend on improvements throughout the Ormond Beach area and completion of the Coastal Conservancy's wetland restoration plan. Thus, the City's work regarding the Halaco remediation, coastal power plants, and other issues is also integral to supporting the Concept Master Plan.

While the City of Oxnard has maintained an aggressive and effective legislative program, with the lingering effects of the economic recession, staff is enhancing its grant seeking activities, particularly with respect to programs which may be affected by pending federal cutbacks.

Staff will continue to maintain direct and consistent contact with contracted state and federal legislative advocates and monitor the League of California Cities' Priority Focus, California Water Association, and other sources to identify pending legislation that may impact the City. Letters expressing the City Council's position will be drafted for the Mayor's signature, with copies distributed to each Councilmember. Pending legislation not addressed by the Legislative Program or staff

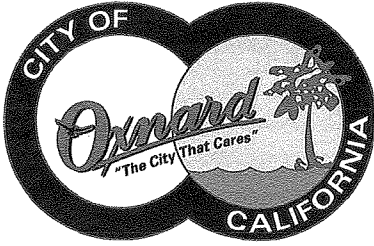
recommendations that differ from the Legislative Program would be placed on the agenda for City Council consideration.

This year's National League of Cities (NLC) Congressional City Conference will take place from March 7-11 in Washington, DC. The NLC is urging Capitol Hill and the Obama Administration to protect municipal bonds, fix the nation's broken immigration system, and protect local revenues.

FINANCIAL IMPACT

There is no financial impact at this time as this item involves legislative policy for on-going operations. The receipt of federal funds for these projects would benefit the City.

Attachment #1 Draft City of Oxnard FY 2015/16 Legislative Program.



City of Oxnard 2015-2016 Legislative Program

The foundation for the City's legislative priorities is based in the mission statement adopted by the Oxnard City Council in January of 2005:

"The City of Oxnard will have clean, safe, prosperous and attractive neighborhoods with open, transparent government."

The following Legislative Program was developed to enable the City to respond to pending state and federal legislation in a proactive manner. The Mayor (or Mayor Pro Tem in the Mayor's absence) would be authorized to sign correspondence expressing the City Council's position on legislation consistent with this Legislative Program and/or other positions approved by the City Council.

Staff would maintain direct and consistent contact with contracted state and federal legislative advocates and monitor the legislative priorities of the League of California Cities and the Association of California Water Agencies, and other sources to identify pending legislation that may impact the City. Letters expressing the City's position will be drafted for the Mayor's signature, with copies distributed to each Councilmember. Pending legislation not addressed by the Legislative Program or staff recommendations that deviate from the Legislative Program would be agendized for City Council consideration.

Basic Principles

A. *Local Control*

1. Support legislation mandating that the state and federal governments provide full cost reimbursement to cities for all required programs and for all programs resulting in revenue loss to cities.
2. Support legislation that protects the ability of cities to recover the costs of mandated programs through fees that are exempt from Proposition 218.
3. Advocate legislation that enhances local control of resources and tools that assist the City Council to address the needs of City residents.
4. Oppose legislation that limits or interferes with City Council authority over local municipal affairs.
5. Oppose legislation that eliminates or restricts the taxing authority of cities over development; weakens existing Government Code section 66000 fee authority; or redefines any development tax, condition, or other monetary change as development fees.
6. Oppose legislation that mandates changes that interrupt the City's operations, services to the community, or impairs or weakens its infrastructure.

B. Local Budget

1. Advocate for state and federal funding supporting City infrastructure projects and City programs.
2. Support reforming the local government finance structure in a way that establishes long-term financial stability to assure future growth and provide needed public facilities and services.
3. Support discretionary revenue sources to cities over directed and limited sources.
4. Oppose legislation that negatively impacts the City's fiscal viability by adding further financial burden through unfunded mandates.
5. Oppose legislation that reduces the City's revenue base.
6. Oppose legislation that cuts state or federal grant funding for existing programs and services, e.g., Community Development Block Grant (CDBG).

Time Sensitive/Specific Issues

A. Telecommunications

1. Oppose legislation or regulatory action that negatively impacts the City Council's authority to manage and control the public right-of-way and for the City to receive compensation for its use.
2. Oppose legislation or regulatory action that diminishes or eliminates the collection of local franchise fees or diverts its collection by the federal or state governments.
3. Oppose legislation or regulatory action that authorizes "redlining" or "cherry picking" and precludes equal access to affordable cable television, Internet and digital services.

B. Transportation Needs

1. Advocate for state and federal transportation funding to construct critical transportation projects in the City of Oxnard, including the projects in the Port Intermodal Corridor (Rice Avenue/5th Street Grade Crossing, Hueneme Road Widening), and the Del Norte/101 Freeway Interchange.
2. Support restoration of program and increased funding to enhance existing public transportation programs including a discretionary bus and bus facilities program; advocate for increased bicycle and pedestrian funding and programs.
3. Advocate for state and federal funding for street, road, and alleyway repair within the City of Oxnard.
4. Advocate for state and federal funding for Transit Oriented Development (TOD) projects that support the goals of SB 375 (Steinberg).

5. Advocate that fundamental responsibility for transportation decision making should be at the local level.
6. Oppose any state or federal reductions to existing transportation grants and programs, including Americans with Disabilities Act funding.
7. Oppose legislation that limits and/or decreases the existing amount of retention proceeds withheld from any payment by a public entity to a contractor on a public project.

C. Waste Management

1. Support legislation that provides cities with financial assistance for programs designed to provide for the safe disposal of solid, hazardous, and special waste.
2. Support legislation that strengthens cities' ability to direct municipal solid waste flow to designated solid waste facilities.
3. Support legislation that streamlines AB 939 tracking and reporting requirements.
4. Support legislation that promotes recycling and expands the market for recycled materials.
5. Support legislation that encourages the innovative use of biosolids for regional beneficial uses.
6. Oppose legislation that would restrict or limit the City Council's authority to franchise refuse and recycling collection services, to direct municipal solid waste flow, or to contractually require haulers to guarantee achievement of AB 939 goals.

D. Water Resources

1. Support legislation and funding to clean up contaminated soil and/or polluted water wherever found, including but not limited to, surface water, ground water, estuaries, or near shore ocean areas.
2. Support legislation and funding to abate sources of soil and/or water pollution wherever found, including septic systems, leaking underground fuel tanks, and agricultural and residential applications of fertilizers and pesticides.
3. Support legislation and funding to develop recycled water as an alternate water source, including treatment, storage, and distribution.
4. Support legislation and funding to develop brackish groundwater, i.e. WaterSMART grants for water recycling and energy and water efficiency.
5. Support legislation and funding to manage groundwater and surface water salinity.
6. Support legislation and funding that encourages innovative and cooperative

water resources projects that will be of regional benefit.

7. Support legislation that provides a mechanism to fund the construction, operations, maintenance, and administration of stormwater programs and projects that improve quality, minimize runoff, maximize infiltration and beneficial uses, maximize flooding protection, and minimizes negative environmental impacts, and exempt fees and charges supporting these programs and projects from Proposition 218 restrictions.
8. Support legislation to remove by 2016 regulatory, scientific, technical, and attitudinal barriers to direct potable reuse of recycled water as part of the solution to local water supply challenges.
9. Support legislation that encourages the development of consistent statewide water quality policies for the development and implementation of standards for impaired water bodies (303(d) listed), including Total Maximum Daily Loads (TMDL) allocations, National Pollutant Elimination System (NPDES) permits, and monitoring programs.
10. Support legislation that establishes a fee-sharing program for general stormwater permits issued by the State Water Resources Control Board.
11. Advocate for amendments to the existing California Water Code to support local collection and discharge of groundwater.
12. Oppose legislation that would establish drinking water quality standards or treated water quality discharge standards without sound scientific basis.
13. Support proposals to fund design and construction of recycled water systems to reduce reliance on imported water and improve water supply.
14. Support proposals to fund design and construction of wastewater infrastructure to protect water quality and public health.
15. Monitor development of Proposition 1 (California statewide water bond) competitive grant guidelines and submit comments to reflect Oxnard's priorities; advocate for fair implementation and distribution of Proposition 1 bonds to assure City has access to receiving and adequate share for local improvements and projects.

E. Economic Development

1. Support actions that fully fund CDBG as a direct allocation to cities, with the broad objective of helping low and moderate income people.
2. Support legislation to create an alternative mechanism to replace redevelopment as a tool to build needed infrastructure, develop and retain affordable housing and provide financing for local redevelopment and economic development programs.
3. Support legislation to improve California's business climate by supporting new industry-specific workforce training and non-partisan research focused on strategies to make California a more attractive place to do business, while preserving environmental standards.

4. Support legislation to bring jobs in manufacturing and service sectors back to the United States (insourcing), while not compromising environmental standards.

F. Affordable Housing

1. Support legislation that provides financial support and incentives for programs that provide affordable housing for disabled and low-income residents, families, and senior adults.
2. Support legislation that protects and maintains existing affordable housing opportunities for disabled and low income residents, families, and senior adults.

G. Public Safety

1. Support legislation that allows use of state and federal public safety grants for intervention and prevention efforts to curb gang crime and youth violence.
2. Support legislation that would provide cities with a greater share of fines and forfeitures.
3. Support legislation that promotes the efforts of the Oxnard Police Department in its role to serve and protect the community with relevance to local enforcement.
4. Support legislation that allows law enforcement to better combat gun violence through investigation, interdiction, and prevention of firearm related crimes.
5. Support legislation that allows use of state and federal public safety grants for maintenance efforts in addition to service increases.
6. Support legislation that provides adequate funding for firefighter assistance grant programs.

H. Land Use Planning

1. Support legislation that provides for shared land use determinations among counties and cities when the general plan of the city establishes a planning area consistent with Government Code provisions.
2. Support efforts that are consistent with the doctrine of "home rule" and the local exercise of police powers, through planning and zoning processes, over local land use.
3. Support legislation that addresses potential climate change impacts, and that provides financial assistance to local governments to evaluate and address potential climate change impacts, including sea level rise.
4. Support legislation that addresses obligation of private owners and operators of Once-Through-Cooling power plants to, upon permanent shutdown, demolish and remove such facilities.

5. Support legislation that protects the ability of local jurisdictions to make land use determinations for energy facilities.

I. General Government

1. Support legislation that provides financial assistance for local public libraries without the imposition of new taxes
2. Advocate for federal funding to support City infrastructure projects and City programs.
3. Support legislation that limits libraries' contributions to the Educational Revenue Augmentation Fund.
4. Support legislation that makes funds available to refurbish and improve parks.
5. Oppose legislation that reduces funding for libraries including public library funds.
6. Support legislation that makes funds available to upgrade, remodel existing libraries, and build new libraries.
7. Support legislation that improves library services.
8. Support legislation and programs that maintains or enhances funding for the Oxnard School District's school safety and intervention and preventions; oppose legislation which reduces funding to these programs.
9. Oppose legislation that reduces or restricts local authority to regulate public right-of-way.
10. Support legislation and funding for energy-efficiency projects and programs for public buildings and facilities.
11. Support legislation and seek funding for the needed construction, repair, and enhancement of the Santa Clara River levee system, *including SCR-3 Reach 4, the "GAP"*.
12. Support legislation and seek funding for the complete remediation of the EPA Superfund Site located on Perkins Road in Oxnard (former Halaco site).
13. Support proposals and seek funding to facilitate academic research and participation in an Ormond Beach area project.
14. Support increased funding for environmental protection programs and capital projects, including resource, open space, and shoreline protection, as well as Ormond Beach wetlands restoration.
15. Support proposals to develop new funding for acquisition, development, and rehabilitation of parks and recreation facilities and open space. (statewide parks bond)
16. Support state certification of Oxnard City Corps.
17. Support legislation which would: 1) provide a comprehensive statutory framework for regulation of hydraulic fracturing (or "fracking") and other well

stimulation treatments in California; 2) provide statutory and regulatory protection from potential hazards to the environment, groundwater quality, air quality, seismic safety, and public health that may result from these processes; and 3) require the disclosure of chemicals used in hydraulic fracturing and other well stimulation treatments.

18. Support bipartisan legislation to allow states to compel out-of-state vendors to collect online sales taxes.

J. Military Bases

1. Support legislation that provides funding or additional missions to the military bases in Ventura County.
2. Support the legislative efforts of the Ventura County Regional Defense Partnership for the 21st century (RDP-21).
3. Support legislation to add aircraft for the firefighting capability of the Air National Guard within Ventura County.
4. Support legislation and program guidance that promotes partnerships between local governments and military bases to reduce costs and improve efficiency of services for military bases.



ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☒ Other Council Business

Prepared By: Christopher Williamson, AICP *CW* Agenda Item No. *M-1*

Reviewed By: City Manager *JM* City Attorney *ET* Finance *WJ* Other (Specify) _____

DATE: January 14, 2015

TO: City Council

FROM: Matthew G. Winegar, Director *WJ*
Development Services Department

SUBJECT: Opposition Letter to the San Luis Obispo County Planning Commission Regarding the Proposed Phillips 66 Company Santa Maria Refinery Rail Spur Extension Project

RECOMMENDATION

That City Council authorize the Mayor to sign and transmit a letter to the San Luis Obispo County Planning Commission expressing the City Council's opposition to the proposed Phillips 66 Company Santa Maria Refinery Rail Spur Extension Project.

SUMMARY

The San Luis Obispo County Department of Planning and Building recently completed a recirculated Draft Environmental Impact Report (EIR) for a project that would extend an existing rail spur of the Union Pacific railroad (UPRR) mainline by an additional 6,915 feet to serve the Phillips 66 Company Santa Maria Refinery, which is located approximately 3.5 miles west of the community of Nipomo in San Luis Obispo County. The EIR identifies a significant hazard impact related to the risk for release of crude oil that results in a fire or explosion in the vicinity of a populated area along the UPRR tracks. Because this significant hazard could affect Oxnard residents and businesses, staff recommends a letter of opposition to the project be sent to the San Luis Obispo County Planning Commission, the decision makers on this request. A hearing before the San Luis Obispo County Planning Commission is tentatively scheduled in early February, 2015.

Although the Santa Maria Refinery is approximately 110 miles from the City of Oxnard, the construction of a rail spur would allow for up to five deliveries of oil per week on unit trains (freight trains carrying a single type of freight, in this case crude oil) with 80 tanker cars that are 90 feet long each. Combined with three engines and two buffer cars, these trains would be approximately 1.4 miles long. These unit trains would travel to the refinery spur line either from the north through Roseville, or from the south through Colton. The south route passes through several Ventura County cities, including Oxnard. Empty trains would presumably return the same route after unloading.

The risk analysis in the EIR indicates a small probability of an incident that would result in a release of 100 gallons or more of oil, once every 22.8 years over the entire route from Colton to the refinery, with the risk in any single city being substantially less. Nonetheless, the result of a single incident that could result in a fire or explosion could be devastating in any populated area near the UPRR tracks. EIR mitigation includes upgraded tank cars and positive train control, however, such mitigation may be preempted by Federal law. Even if this mitigation were implemented, the impacts would still be considered potentially significant, according to the EIR.

Oxnard has seven at-grade public street UPRR crossings and residential, commercial, and industrial uses are all located adjacent to the UPRR tracks. A local incident with a 1.4 mile long unit train could affect up to three street crossings at the same time and cut off most of the City from our only hospital emergency room.

STAFF RECOMMENDATION

Authorize the Mayor to submit a letter on behalf of City Council to the San Luis Obispo County Planning Commission opposing the Phillips 66 Santa Maria Refinery Rail Spur Extension project based on its significant hazard impact related to the risk for release of crude oil that results in a fire or explosion in the vicinity of a populated area along the UPRR tracks.

FINANCIAL IMPACT

There is no financial impact from submitting the letter of opposition.

CW:cw

Attachment #1 - Letter of Opposition

Tim Flynn
Mayor



Office of the Mayor

300 West Third Street
Oxnard, California 93030
(805) 385-7430
Fax (805) 385-7595
www.ci.oxnard.ca.us

January 13, 2015

VIA ELECTRONIC MAIL & U.S. MAIL

Honorable Planning Commissioners
San Luis Obispo County
c/o James A. Bergman, Director of Planning and Building
976 Los Osos Street, Room 200
San Luis Obispo, CA 93408

RE: Letter Requesting that the San Luis Obispo County Planning Commission Deny the Phillips 66 Company Santa Maria Refinery Rail Spur Extension Project

Dear Honorable Chair and Commissioners:

As Mayor of the City of Oxnard ("Oxnard"), I write on behalf of the Oxnard City Council, to respectfully request that the San Luis Obispo County Planning Commission ("Commission") deny the proposed Phillips 66 Company Santa Maria Refinery Rail Spur Extension Project, due to unmitigated significant hazardous impacts associated with the transport of crude oil by rail that would result, as identified in the Recirculated Draft Environmental Impact Report (EIR).

The transport of crude oil by 1.4-mile long trains to the Santa Maria Refinery would occur on the Union Pacific Railroad (UPRR) tracks, either from Roseville or Colton. The City of Oxnard is located in Ventura County along the UPRR between Colton and the Santa Maria Refinery. Oxnard has seven at-grade signalized public crossings of the UPRR tracks that go through the heart of Oxnard, and cross Rice Avenue (State Highway 1) which carries a significant amount of heavy Port Hueneme truck traffic and is a designated U.S. Navy mobilization corridor from Naval Base Ventura County. An incident involving an oil train could result in the closure of multiple crossings at the same time, cutting off most of the City from our only hospital emergency room. Homes, schools, parks, and businesses are subjected to UPRR engine emissions as they traverse Oxnard. Although the EIR for this project identifies the risk of derailment resulting in a spill as small, just one event could be devastating to Oxnard.

For these reasons, the City Council of the City of Oxnard respectfully requests the Commission deny the proposed Phillips 66 Company Santa Maria Refinery Rail Spur Extension Project.

Thank you for your consideration of our comments on this project.

Sincerely,

Tim Flynn
Mayor

cc: City Council; Ventura County Board of Supervisors; City Managers of City of Ventura, City of Camarillo, City of Moorpark, and the City of Simi Valley.



ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☒ Other Council Business

Prepared By: Daniel Martinez Agenda Item No. M-2

Reviewed By: City Manager [Signature] City Attorney JBB Finance [Signature] Other (Specify) N/A

DATE: December 24, 2014

TO: City Council

FROM: Daniel Martinez, City Clerk [Signature]

SUBJECT: Appointments of Councilmembers to Various Boards, Commissions, and Committees

RECOMMENDATION

1. That the Mayor, with the approval of the City Council, appoint or move members and alternates from the City Council to the boards, commissions and committees (listed in "discussion" section);
2. That the City Council, as a whole, appoint two Councilmembers to the Oxnard Airport Authority and one Councilmember as an alternate; and
3. That the City Council, as a whole, dissolve the following committee(s), board(s) and commission(s), for several reasons including completion of objectives and not meeting: (a) City Wide Enhancement Program and (b) City Manager Recruitment Ad Hoc Committee.

DISCUSSION

The Mayor makes appointments, with the approval of City Council, of Councilmembers to the majority of the boards, commissions and committees. These appointments include several requests from other government agencies as follows:

- a) Association of Water Agencies for Ventura County (one primary and alternate);
- b) Beach Erosion Authority for Control of Operation & Nourishment (one primary and alternate);
- c) Big Independent Cities Excess Pool Joint Powers Authority (one primary and alternate);
- d) Economic Development Collaborative –Ventura County (one primary)
- e) Economic Development Corporation of Oxnard (two primary);
- f) Gold Coast Transit (one primary and alternate);
- g) InterCity Transit (sub-committee of VCTC Vista) (one primary);

- h) Joint Oxnard/Ventura Santa Clara Bride Committee Cooperative Committee (two primary);
- i) Las Cortes Housing Development Corporation (two primary);
- j) Oxnard Convention & Visitors Bureau (one primary and alternate);
- k) Oxnard Plain/RiverPark Reclamation and Recharge Joint Powers Authority (two primary and alternate);
- l) Oxnard Successor Agency Oversight Board (one primary);
- m) Performing Arts and Convention Center Corporation (two primary);
- o) Point Mugu Regional Airport Authority (one primary and alternate);
- p) Regional Defense Partnership for the 21st Century (one primary and alternate);
- q) Southern California Association of Governments (one primary);
- r) Ventura Council of Governments (one primary and alternate);
- s) Ventura County Air Pollution Control District Board (one primary);
- t) Ventura County Animal Regulation Commission (one primary and alternate);
- w) Ventura County Regional Energy Alliance (one primary and alternate);
- x) Ventura County Local Agency Formation Commission (one primary);
- y) Ventura County Transportation Commission (one primary);
- z) Ventura Regional Sanitation District (one primary and alternate);
- aa) Channel Islands Harbor Task Force (two primary);
- bb) City Attorney Recruitment Ad Hoc Committee (two primary);
- cc) City Council Procedures Committee (two primary);
- dd) Cultural Arts Committee (two primary);
- ee) Downtown Improvement Task Force (two primary);
- ff) Educational Partnership Committee (two primary and alternate);
- gg) Fiscal Policy Task Force (two primary);
- hh) Graffiti Task Force (two primary);

- ii) Homeless Committee (two primary);
- jj) Mobile Food Facilities Ad Hoc Committee (two primary);
- kk) Ormond Beach Property Oversight Board Committee (two primary);
- ll) Oxnard Downtown Management District Convention & Visitors (one primary);
- mm) Transportation Policy Committee (two primary);
- nn) Utilities Task Force (two primary); and
- oo) Youth Commission (two primary).

The City Council makes appointments to the Oxnard Airport Authority.

The City Council may dissolve any committee, board and commission for several reasons including completed the objectives and not meeting. Staff recommends the dissolution of the City Wide Enhancement Program and City Manager Recruitment Ad Hoc Committee for these reasons.

FINANCIAL IMPACT

None.

Mayor Flynn

1. Channel Islands Harbor Task Force
2. Education Committee
3. Graffiti Task Force
4. Joint Oxnard/Ventura Santa Clara Bridge Committee
5. Oxnard Airport Authority
6. Oxnard Plain/RiverPark Reclamation and Recharge Joint Powers Authority – (Alternate)
7. Oxnard Successor Agency Oversight Board Committee
8. Point Mugu Regional Airport Authority
9. Procedures Concerning City Council Business
10. Regional Defense Partnership for the 21st Century – (Alternate)
11. Transportation Policy Committee
12. Utilities Task Force
13. Ventura Council of Governments
14. Ventura County Regional Energy Alliance – (Alternate)
15. Ventura Regional Sanitation District

Mayor Pro Tem Ramirez

1. Association of Water Agencies for Ventura County – (Alternate)
2. Beach Erosion Authority for Control of Operation and Nourishment
3. City Attorney Recruitment Ad Hoc Committee
4. City Manager Recruitment Ad Hoc Committee*
5. City Wide Enhancement Program*
6. Cultural Arts Committee
7. Economic Development Collaborative – Ventura County
8. Education Committee
9. Fiscal Policy Task Force
10. Gold Coast Area Transit – (Alternate)
11. Homeless Plan Working Group
12. Las Cortes Housing Development Corporation
13. Mobile Food Facilities (MFF) Ad Hoc Committee
14. Ormond Beach Property Oversight Ad Hoc Committee
15. Oxnard Airport Authority – (Alternate)
16. Performing Arts Center Corporation
17. Southern California Association of Governments
18. Transportation Policy Committee
19. Ventura County Air Pollution Control District
20. Ventura County Animal Regulation Commission
21. Youth Commission

* Request dissolving committee

Councilman MacDonald

1. Association of Water Agencies for Ventura County
2. City Attorney Recruitment Ad Hoc Committee
3. City Manager Recruitment Ad Hoc Committee*
4. Downtown Improvement Task Force
5. Economic Development Corporation of Oxnard
6. Fiscal Policy Task Force
7. Gold Coast Area Transit
8. Intercity Transit (subcommittee of Ventura County Transportation Committee)
9. Las Cortes Housing Development Corporation
10. Mobile Food Facilities (MFF) ADHOC Committee
11. Regional Defense Partnership for the 21st Century
12. Utilities Task Force
13. Ventura County Transportation Commission

Councilmember Padilla

1. Beach Erosion Authority for Control of Operation & Nourishment – (Alternate)
2. City Wide Enhancement Program*
3. Cultural Arts Committee
4. Downtown Improvement Task Force
5. Homeless Plan Working Group
6. Joint Oxnard/Ventura Santa Clara Bridge Committee
7. Oxnard Convention & Visitors Bureau
8. Oxnard Downtown Management District
9. Point Mugu Regional Airport Authority – (Alternate)
10. Ventura Council of Governments – (Alternate)
11. Ventura County Animal Regulation Commission – (Alternate)
12. Youth Commission

Councilmember Perello

1. Big Independent Cities Excess Pool Joint Powers Authority
2. Channel Islands Harbor Task Force
3. Economic Development Corporation of Oxnard
4. Education Committee – (Alternate)
5. Graffiti Task Force
6. Oxnard Airport Authority
7. Oxnard Convention & Visitors Bureau – (Alternate)
8. Oxnard Plain/RiverPark Reclamation and Recharge Joint Powers Authority
9. Ormond Beach Property Oversight Ad Hoc Committee
10. Performing Arts Center Corporation
11. Procedures Concerning City Council Business
12. Ventura County Regional Energy Alliance
13. Ventura Regional Sanitation District – (Alternate)

* Request dissolving committee

**BOARDS/COMMISSIONS/COMMITTEES (OUTSIDE AGENCIES)
TO WHICH MAYOR MAKES APPOINTMENTS
WITH CITY COUNCIL APPROVAL**

Association of Water Agencies for Ventura County
Beach Erosion Authority for Control of Operation & Nourishment
Big Independent Cities Excess Pool Joint Powers Authority
Economic Development Corporation of Oxnard
Economic Development Corporation – Ventura County
Gold Coast Area Transit (formerly South Coast Area Transit)
Intercity Transit (subcommittee of Ventura County Transportation Commission)
Joint Oxnard/Ventura Santa Clara Bridge Committee
Oxnard Convention & Visitors Bureau
Oxnard Plain/RiverPark Reclamation and Recharge Joint Powers Authority
Oxnard Successor Agency Oversight Board Committee
Performing Arts Center Corporation
Point Mugu Regional Airport Authority
Regional Defense Partnership for the 21st Century
Ventura Council of Governments
Ventura County Animal Regulation Commission
Ventura County Regional Energy Alliance
Ventura Regional Sanitation District
Youth Commission

**BOARDS/COMMISSIONS/COMMITTEES (OUTSIDE AGENCIES)
TO WHICH CITY COUNCIL MAKES APPOINTMENTS**

Oxnard Airport Authority

**BOARDS/COMMISSIONS/COMMITTEES (OUTSIDE AGENCIES)
WHICH MAKES CITY SELECTION**

Las Cortes Housing Development Corporation
Southern California Association of Governments
Ventura County Air Pollution Control District Board
Ventura County Local Agency Formation Commission
Ventura County Transportation Commission

**CITY OF OXNARD BOARDS\COMMISSIONS\COMMITTEES
TO WHICH MAYOR/CHAIRMAN MAKES
APPOINTMENTS WITH CITY COUNCIL/HOUSING AUTHORITY APPROVAL**

Channel Islands Harbor Task Force
City Manager Recruitment Ad Hoc Committee*
Cultural Arts Committee
Fiscal Policy Task Force
Graffiti Task Force
Mobile Food Facilities Ad Hoc
Ormond Beach Property Oversight Ad Hoc Committee
Transportation Policy Committee
Youth Commission

City Attorney Recruitment Ad Hoc Committee
City Wide Enhancement Program*
Downtown Improvement Task Force
Education Committee
Homeless Plan Working Group
Oxnard Downtown Management District
Procedures Concerning City Council Business
Utilities Task Force

* Request dissolving committee

Attachment 1
Page 3 of 8

**BOARDS/COMMISSIONS/COMMITTEES (OUTSIDE AGENCIES)
TO WHICH MAYOR MAKES APPOINTMENTS
WITH CITY COUNCIL APPROVAL**

Association of Water Agencies for Ventura County (one primary and alternate)

Liaison: Rob Roshanian, Interim Public Works Director

Meets once a month

Current members: Councilman MacDonald and Mayor Pro Tem Ramirez as alternate

Beach Erosion Authority for Control of Operation & Nourishment (one primary and alternate)

Liaison: Chris Williamson, Principal Planner

Meets every other month on the second Thursday.

Current members: Mayor Pro Tem Ramirez with Councilmember Padilla as alternate.

Big Independent Cities Excess Pool Joint Powers Authority (one primary and alternate)

Liaison: Mike More, Financial Services Manager Form 700 requirement

Meets 4-6 times a year on Thursdays, 10 a.m.; required to meet quarterly,

(Best, Best & Krieger Offices, 300 S Grand Ave # 25 Los Angeles, CA 90071)

Current member: Councilmember Perello; Finance and Management Services Manager and City Attorney serve as alternates.

Economic Development Collaborative – Ventura County (one primary)

Liaison: Elizabeth Callahan, President of the Economic Development Corporation

Meets the third Thursday of the month, Form 700 requirement

Current member: Mayor Pro Tem Ramirez

Economic Development Corporation of Oxnard (two primary)

Liaison: Elizabeth Callahan, President of the Economic Development Corporation

Meets the second Thursday of the month, Form 700 requirement

Current members: Councilman MacDonald and Councilmember Perello

Gold Coast Area Transit (formerly South Coast Area Transit) (one primary and alternate)

Liaison: Martin Erickson, Deputy City Manager

Meets first Wednesday of the month, Form 700 requirement

Current members: Councilman MacDonald with Mayor Pro Tem Ramirez as alternate.

Intercity Transit (subcommittee of Ventura County Transportation Commission) (one primary)

Liaison: Martin Erickson, Deputy City Manager

Meets annually early in the year

Current member: Councilman MacDonald.

Joint Oxnard/Ventura Santa Clara Bridge Committee (two primary)

Liaison: Greg Nyhoff, City Manager

Meets as required

Current members: Mayor Flynn and Councilmember Padilla.

Oxnard Convention & Visitors Bureau (one primary and alternate)

Liaison: Grace Magistrale Hoffman, Deputy City Manager

Meets fourth Wednesday of the month Form 700 requirement

Current members: Councilmember Padilla with Councilmember Perello as alternate.

Oxnard Plain/RiverPark Reclamation and Recharge Joint Powers (two primary and alternate)

Liaison: Rob Roshanian, Interim Public Works Director

Meets third Wednesday of every other month

Current members: Councilmember Perello with Mayor Flynn as alternate

Oxnard Successor Agency Oversight Board Committee (one primary)

Liaison: Kymberly Horner, Interim Redevelopment Services Manager

Meets third Thursday of the month (No meetings in August and December) Form 700 requirement

Current member: Mayor Flynn.

Performing Arts Center Corporation (two primary)

Liaison: Cindy Crowell, Business Manager

Meets third Wednesday of every other month,

Form 700 requirement

Current members: Mayor Pro Tem Ramirez and Councilmember Perello.

Point Mugu Regional Airport Authority (one primary and alternate)

Liaison: Matthew Winegar, Development Services Director

No recent meetings

Form 700 requirement

Current member: Mayor Flynn with Councilmember Padilla as alternate.

Regional Defense Partnership for the 21st Century (one primary and alternate)

Liaison: Cynthia Daniels, Project Manager

Meets second Tuesday of the month, 7:30 a.m. to 8:30 a.m., 800 S. Victoria Avenue, Hall of Justice Pacific Conference Room, Ventura.

Current members: Councilman MacDonald with Mayor Flynn as alternate

Ventura Council of Governments (one primary and alternate)

Liaison: Martin Erickson, Deputy City Manager

Meets monthly

Form 700 requirement

Current members: Mayor Flynn with Councilmember Padilla as alternate.

Ventura County Animal Regulation Commission (one primary and alternate)

Liaison: Lisa Jenkins, Animal Control Officer

Meets as required

Current members: Mayor Pro Tem Ramirez with Councilmember Padilla as alternate.

Ventura County Regional Energy Alliance (one primary and alternate)

Liaison: Chris Williamson, Principal Planner

Meets quarterly as required

Current members: Councilmember Perello with Mayor Flynn as alternate.

Ventura Regional Sanitation District (one primary and alternate)

Liaison: Todd Housley, Environmental Resources Manager

Meets first and third Thursday of the month

Form 700 requirement

Current members: Mayor Flynn with Councilmember Perello as alternate.

**BOARDS/COMMISSIONS/COMMITTEES (OUTSIDE AGENCIES)
TO WHICH CITY COUNCIL MAKES APPOINTMENTS**

Oxnard Airport Authority (two primary and alternate)

Liaison: Chris Williamson, Principal Planner

Meets second Thursday of each month,

Form 700 requirement

Current members: Mayor Flynn and Councilmember Perello with Mayor Pro Tem Ramirez as alternate.

**BOARDS/COMMISSIONS/COMMITTEES (OUTSIDE AGENCIES)
WHICH MAKES CITY SELECTION**

Las Cortes Housing Development Corporation (two primary)

Liaison: Larry White, Management Analyst

Meets second Wednesday of every month

Current members: Mayor Pro Tem Ramirez and Councilman MacDonald.

Southern California Association of Governments (one primary – seat shared by 3 Cities)

Liaison: Chris Williamson, Principal Planner

Meets first Thursday of each month

Current member: Mayor Pro Tem Ramirez

Ventura County Air Pollution Control District Board (one primary)

Liaison: Cynthia Daniels, Project Manager

Meets second Tuesday of the month,

Form 700 requirement

Current member: Mayor Pro Tem Ramirez.

Ventura County Local Agency Formation Commission (one primary)

Liaison: Chris Williamson, Principal Planner

Meets third Wednesday of each month

Current member: At this time no Councilmember sits on board but staff still attends meetings.

Ventura County Transportation Commission (one primary)

Liaison: Martin Erickson, Deputy City Manager

Meets first Friday of the month (except August)

Current member: Councilman MacDonald.

**CITY OF OXNARD BOARDS/COMMISSIONS/COMMITTEES
TO WHICH MAYOR MAKES APPOINTMENTS
WITH CITY COUNCIL APPROVAL**

Channel Islands Harbor Task Force (two primary)

Liaison: Matthew Winegar, Development Services Director

Meets as required

Current members: Mayor Flynn and Councilmember Perello.

City Attorney Recruitment Ad Hoc Committee (two primary)

Liaison:

Meets as needed

Current members: Mayor Pro Tem Ramirez and Councilman MacDonald.

City Manager Recruitment Ad Hoc Committee (two primary) *

Liaison: Steve Fischer, Interim City Attorney

Meets as needed

Current members: Mayor Pro Tem Ramirez and Councilman MacDonald.

City Wide Enhancement Program (two primary) *

Liaison: Greg Nyhoff, City Manager and Christina Aerenlund, Public Information Officer

Meets third Thursday of the month

Current members: Mayor Pro Tem Ramirez and Councilmember Padilla.

Cultural Arts Committee (two primary)

Liaison: Matthew Winegar, Development Services Director

Meets second Monday of the month

Current members: Mayor Pro Tem Ramirez and Councilmember Padilla.

Downtown Improvement Task Force (two primary)

Liaison: Matthew Winegar, Development Services Director

Meets third Thursday of the month

Current members: Councilman MacDonald and Councilmember Padilla.

Educational Partnership Committee (two primary and alternate)

Liaison: Grace Magistrale Hoffman, Deputy City Manager

Meets second Thursday of the month at 3:00 p.m.

Current member: Mayor Flynn and Mayor Pro Tem Ramirez with Councilmember Perello as alternate.

Fiscal Policy Task Force (two primary)

Liaison: Grace Magistrale Hoffman, Deputy City Manager

Meets second Thursday of the month at 9:00 a.m.

Current members: Mayor Pro Tem Ramirez and Councilman MacDonald.

Graffiti Task Force (two primary)

Liaison: Michael Henderson, General Services Manager

Meets second Wednesday of the month

Current members: Mayor Flynn and Councilmember Perello.

Homeless Plan Working Group (two primary)

Liaison: Carrie Sabatini, Interim Housing Director

Meets as required

Current members: Mayor Pro Tem Ramirez and Councilmember Padilla.

Mobile Food Facilities (MFF) Ad Hoc Committee (two primary)

Liaison: Ashley Golden, Principal Planner

Meets: TBD

Current members: Mayor Pro Tem Ramirez and Councilman MacDonald.

* Request dissolving committee

Ormond Beach Property Oversight Ad Hoc Committee (two primary)

Liaison: Kymberly Horner, Interim Redevelopment Services Manager

Meets as required

Current members: Mayor Pro Tem Ramirez and Councilmember Perello.

Oxnard Downtown Management District (one primary)

Liaison: Kymberly Horner, Interim Redevelopment Services Manager

Meets Monthly

Current member: Councilmember Padilla.

Procedures Concerning City Council Business (two primary)

Liaison: Martin Erickson, Deputy City Manager

Meets third Wednesday of the month at 4:00 p.m.

Current members: Mayor Flynn and Councilmember Perello.

Transportation Policy Committee (two primary)

Liaison: Matthew Winegar, Development Services Director

Meets fourth Thursday of each month

Current members: Mayor Flynn and Mayor Pro Tem Ramirez.

Utilities Task Force (two primary)

Liaison: Daniel Rydberg, Interim Utilities Director

Meets first Monday of the month at 4:00 p.m.

Current members: Mayor Flynn and Councilman MacDonald.

Youth Commission (two primary)

Liaison: Grace Magistrale Hoffman, Deputy City Manager

Meets Second Thursday of the month at 6:00 p.m.

Current members: Mayor Pro Tem Ramirez and Councilmember Padilla

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☒ Other - Council Business

Prepared By: Daniel Martinez Agenda Item No. M-3Reviewed By: City Manager 9M City Attorney JBB Finance W Other (Specify) N/A**DATE:** January 8, 2015**TO:** City Council**FROM:** Daniel Martinez, City Clerk
City Clerk**SUBJECT:** Appointments of Citizen Advisory Groups**RECOMMENDATION**

- 1) That the Mayor, with approval of the City Council, appoint:
 - a. Seven (7) members to the Commission On Homelessness;
 - b. Five (5) members to the Library Board;
 - c. Seven (7) members to the Parks and Recreation Commission;
 - d. Four (4) members to the Planning Commission;
 - e. Nine (9) members to the Senior Services Commission; and,
- 2) That the City Council appoint:
 - a. Seven (7) members to the Community Relations Commission; and
 - b. Two (2) members to the Housing Authority Board of Commissioners.

DISCUSSION

Appointments to these various boards, commissions and committees are to be made following a general election involving the office of Mayor. Therefore, staff recommends that the Mayor, with approval of the City Council appoint: seven members to the Commission On Homelessness; five members to the Library Board; seven members to the Parks and Recreation Commission; four members to the Planning Commission and nine members to the Senior Services Commission.

Staff recommends that the City Council, as a whole, appoint: seven members to the Community Relations Commission; and two members to the Housing Authority Board of Commissioners. The City Council will be polled as to their selection for each commission.

FINANCIAL IMPACT - None

VACANCY LIST
COMMISSION ON HOMELESSNESS
7 Members with 2-year terms
Need to fill 7 Positions to Expire 12/31/16

<u>INCUMBENT NAME</u>	<u>TERM NUMBER</u>	<u>EXPIRATION DATE</u>
1. Altobano,, Manuel	1	12-31-14
2. Castanon, Francine	2	12-31-14
3. Courtland, David	2	12-31-14
4. Flores, Felipe	1	12-31-14
5. Garcia, John	1	12-31-14
6. Jundef, Jacob	1	12-31-14
7. Miller, Darlene	1	12-31-14
8. Perez, Frank	2	12-31-14
9. Rivera, Peggy A.	4	12-31-14
10. Tougas, Ken	1	12-31-14
11. VACANT		

APPLICANTS

1. Brinkmeyer, Susan
2. Cartagena Martinez, Lucy (2)
3. Castanon, Francine*
4. Courtland, David*
5. Flores, Felipe*
6. Jaena, Francisco V. (3)
7. Lanker, Kathie (2)
8. Miller, Darlene*
9. Ortiz Jr., Federico (3)
10. Rivera, Peggy*
11. Romero, Asencion

Note: Members appointed by the Mayor, with approval of the City Council per R-13,013. Adopted on 03/07/06.

* Incumbent; (1) represents first choice; (2) second choice; (3) third choice

VACANCY LIST
LIBRARY BOARD
5 Members with 2-year terms
Need to fill 5 Positions to Expire 12/31/16

<u>INCUMBENT NAME</u>	<u>TERM NUMBER</u>	<u>EXPIRATION DATE</u>
1. Gentry, Jean	5	12-31-14
2. Kupperman, Mark	1	12-31-14
3. Mitchell, Radell	1	12-31-14
4. Ragan, John	1	12-31-14
5. Stein, Yvette	4	12-31-14

APPLICANTS

1. Ascension, Michelle (1)
2. Durias, Ruby (2)
3. Kupperman, Mark*
4. Ragan, John*
5. Reuter, Kenneth

Note: Members appointed by the Mayor, with approval of the City Council per O-2322 Part 1(A) on 12/14/93. Maximum Term Limits Two per O-2862 adopted 11/27/12.

MUST FILE STATEMENT OF ECONOMIC INTERESTS FORM 700

* Incumbent; (1) represents first choice; (2) second choice; (3) third choice

VACANCY LIST
PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION
 7 Members with 2-year terms
 Need to fill 7 Positions to Expire 12/31/16

<u>INCUMBENT NAME</u>	<u>TERM NUMBER</u>	<u>EXPIRATION DATE</u>
1. Barber, Johnnie	8	12-31-14
2. Cobb, Edgar Leroy	5	12-31-14
3. Garcia, Armando	10	12-31-14
4. Lemos, Paul	4	12-31-14
5. Pinkard, Bedford	4	12-31-14
6. Postel, Gloria	8	12-31-14
7. Sumersille, Dale	2	12-31-14

APPLICANTS

1. Ascension, Michelle (2)	14. Ocampo Jr., Aurelio
2. Barber, Johnnie*	15. Ortiz Jr., Federico (1)
3. Cobb, Edgar, L.*	16. Palacios, Margot
4. Cody, Donald B.	17. Pinkard, Bedford*
5. Edwards, Anthony	18. Poirier, Roger
6. Frost, Dan – Withdrew 1/14/15	19. Postel, Gloria*
7. Garcia, Armando*	20. Reynoso, Juan A. (3)
8. Greene Moraga, Cherie (1)	21. Stewart, Robert (2)
9. Guerra, Lilly (2)	22. Sumersille, Dale*
10. Joneson, Jean (3)	23. Villa, Jack
11. Lemos, Paul*	24. Whitecomb, Angela (Rec'd 1/20/15)
12. Lopez, Adam (2)	
13. Moreno, Jaime (3)	

Note: Members appointed by the Mayor, with approval of the City Council per O-2322 Part 1(B).
 Adopted on 12/14/1993.

* Incumbent; (1) represents first choice; (2) second choice; (3) third choice

VACANCY LIST
PLANNING COMMISSION
7 Members with 4-year terms
Need to fill 4 Positions to Expire 12/31/18

<u>INCUMBENT NAME</u>	<u>TERM NUMBER</u>	<u>EXPIRATION DATE</u>
1. Frank, Deirdre	1	12-31-14
2. Huber, Stephen	1	12-31-14
3. Murguia, Anthony	1	12-31-14
4. Mullin, Patrick	2	12-31-16
5. Nash, Steven	2	12-31-16
6. Okada, Sonny	1	12-31-16
7. Stewart, Vincent	1	12-31-14

APPLICANTS

1. Akin, Debra (1)
2. Cartagena Martinez, Lucy (1)
3. Coyotl, Jose
4. Durias, Ruby (3)
5. Dozier, Orlando (1)
6. Frank, Deirdre*
7. Guerra, Lilly (1)
8. Huber, Stephen H.*
9. Jaena, Francisco V. (1)
10. Murguia, Anthony*
11. Sanchez, Robert V.
12. Starr, Aaron
13. Stein, Larry
14. Stewart, Vincent*

Note: Members appointed by the City Council per 0-2445 limits to two continuous terms. Adopted on 10/28/1997.

MUST FILE STATEMENT OF ECONOMIC INTERESTS FORM 700

* Incumbent; (1) represents first choice; (2) second choice; (3) third choice

VACANCY LIST
SENIOR SERVICES COMMISSION
9 Members with 2-year terms
Need to fill 9 Positions to Expire 12/31/16

<u>INCUMBENT NAME</u>	<u>TERM NUMBER</u>	<u>EXPIRATION DATE</u>
1. Brainard, Kay	1	12-31-14
2. Esparza, Adamelia	5	12-31-14
3. Fischer, Ron	2	12-31-14
4. Kobashigawa, Nancy	2	12-31-14
5. Madrid, Alice	1	12-31-14
6. Rowe, Nancy	3	12-31-14
7. Sweetland, Alice	1	12-31-14
8. Thiebault, Donald	4	12-31-14
9. Yu, Lourdes Villareal	2	12-31-14

APPLICANTS

1. Brainard, Kay*
2. Esparza, Adamelia (Ady)*
3. Fischer, Ron*
4. Joneson, Jean (2)
5. Lanker, Kathie (1)
6. Madrid, Alice*
7. Owens, Clark
8. Sweetland, Alice*
9. Thiebault, Donald*
10. Yu, Lourdes Villareal *

Note: Members appointed by Mayor, with approval of the City Council per 0-2467. Adopted on 05/18/2004.

* Incumbent; (1) represents first choice; (2) second choice; (3) third choice

VACANCY LIST
COMMUNITY RELATIONS COMMISSION

7 Members with 2-year terms
Need to fill 7 Positions to Expire 12/31/16

<u>INCUMBENT NAME</u>	<u>TERM NUMBER</u>	<u>EXPIRATION DATE</u>
1. Baxter, Mike	9	12-31-14
2. Dozier, Orlando	1	12-31-14
3. Kelly, Travis	1	12-31-14
4. Quintana, Mario	Appointed 2/25/14	12-31-14
5. Robinson, Kenneth	8	12-31-14
6. Sorkin, George	Appointed 2/25/14	12-31-14
7. VACANT		

APPLICANTS

1. Akin, Debra (3)
2. Baxter, Mike*
3. Davitt-Cornyn, Theadora
4. Dozier, Orlando*
5. Joneson, Jean (1)
6. Kelly, Travis*
7. Lanker, Kathie (3)
8. Lopez, Adam (1)
9. Moreno, Jaime (1)
10. Ortiz Jr., Federico (2)
11. Quintana, Mario*
12. Reynoso, Juan A. (1)
13. Rivera, Peggy (2)
14. Robinson, Kenneth*
15. Santos Lopez, Adam (1)
16. Sorkin, George*
17. Stewart, Robert (1)

Note: Members appointed by City Council per O-2322. Adopted on 12/14/1993.

* Incumbent; (1) represents first choice; (2) second choice; (3) third choice

VACANCY LIST
HOUSING AUTHORITY
2 Members with 2-year terms
Need to fill 2 Positions to Expire 11/30/16

<u>INCUMBENT NAME</u>	<u>TERM NUMBER</u>	<u>EXPIRATION DATE</u>
1. Andrade, Jose	3	11-30-14
2. Vega, Francisco	3	11-30-14

APPLICANTS

1. Andrade, Jose *
2. Vega, Francisco*

Note: Members appointed by City Council per R-514. Adopted on 04/03/1945.

MUST FILE STATEMENT OF ECONOMIC INTERESTS FORM 700

* Incumbent; (1) represents first choice; (2) second choice; (3) third choice



Meeting Date: 1/27/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Greg Nyhoff, City Manager

Agenda Item No. S-1

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: January 21, 2015

TO: City Council

FROM: Greg Nyhoff, City Manager
City Manager's Office

SUBJECT: Agreements for City Council Review

RECOMMENDATION

That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager, to execute the agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

DISCUSSION

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to \$25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above \$25,000 and up to \$250,000.

FINANCIAL IMPACT

Funding information is included on the attached list.

Attachment - #1 -- List of Agreements/Contracts and/or Change Orders/Amendments

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office prior to the Council meeting.

City Manager Contract List for 01/27/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	City Manager - Information Technology Division David Endelman	Channel Island Regional GIS Collaborative (CIRGIS) Agreement No. 6942-14-CM	Collaborative Aerial Photography Project for Spring 2015 A collaborative project with other cities and agencies to acquire color, 3" aerial imagery in Spring of 2015. Cost sharing and the economies of scale will keep prices low in comparison to a solo project. Also, offers excellent quality control. CIRGIS went through a competitive bidding process on this and the 2013, 2010, and 2007 aerial projects in which the City participated. Typically, the United State Geological Survey, local cities, and other local organizations participate in these types of aerial projects. Total Contract Amount: \$28,000 FundingSource: Internal Service Fund, General Fund, Water Fund and Wastewater Fund	\$28,000
		385-8205			
B	Original Agreement	City Manager - Information Technology Division David Endelman	NexLevel Information Technology, Inc. Agreement No. A-7740	Information Technology Four Year Master Plan Completion of a comprehensive assessment of existing technology and associated IT support environment. This includes a focused evaluation of the City's enterprise solutions as part of a comprehensive IT master plan with recommendations for current applications and emerging technologies. Ten proposals were received. Top three scored proposers were selected for in-person interviews. The lowest cost and most qualified vendor was selected. Total Contract Amount: \$93,445 FundingSource: Internal Service Fund	\$93,445
		385-8205			
C	Original Agreement	Utilities Department, Water Division Daniel Rydberg	H2O Innovation USA, Inc. Agreement No. 6933-14-PW	AWPF Start-up Services for Reverse Osmosis Process Start-up agreement for the Advanced Water Purification Facility (AWPF) Reverse Osmosis (RO) system. The AWPF RO system is manufactured by H2O Innovation. Agreement is a single source agreement since the warranty requires that the manufacturer services their RO systems. A long term agreement will follow with H2O Innovation for on-call technical support and equipment maintenance. Total Contract Amount: \$54,600 FundingSource: Water Operating CIP Funds	\$54,600
		890-1257			

ATTACHMENT # 1
PAGE 1 OF 3

City Manager Contract List for 01/27/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
D	Amendment	City Attorney	Brownstein Hyatt Farber Schreck LLP	Fourth Amendment to Attorney Services Agreement	\$180,000
		Stephen M. Fischer	Agreement No. 5373-11-CA	This Fourth Amendment to Attorney Services Agreement is to extend the term of the agreement by one year and to increase the total not to exceed amount by \$180,000 for legal services related to water related issues. The original agreement was entered into on April 1, 2011, and amended on April 1, 2012, December 11, 2012, and January 28, 2014.	
		385-7483	Amendment 4	The firm was selected for the original agreement pursuant to a Request For Qualifications (RFQ) process. Total Contract Amount: \$750,000 FundingSource: Enterprise Funds	
E	Amendment	City Manager - Information Technology Division	Iron Mountain	Off-Site data storage and tape pickup	\$35,000
		Tom Clock	Agreement No. 4460-08-CM	Amend the terms of the agreement with Iron Mountain Inc. to extend the ending date to July 14, 2016, and increase the dollar amount of the contract by an additional \$35,000. Staff recommends that Vendor shall mean Iron Mountain Inc. after a successor by merger to Cornerstone Records Management, LLC. At the end of this term staff will go out for an RFP to select a vendor to provide this service.	
		385-7558	Amendment 3	Total Contract Amount: \$110,000 FundingSource: Internal Service Fund	
F	Amendment	General Services	GreenOne Industries	Topdress Sports Fields - Annual Maintenance Required & Extend Time	\$24,120
		Michael Henderson	Agreement No. 6417-13-CM	Sports Fields (Soccer) at College Park requires annual maintenance work to topdress the field in order to maintain the condition and system and protect the City's investment.	
		385-7821	Amendment 1	This 1st Amendment is needed to add funds in the amount of \$24,120 to cover another one year of maintenance and extend the time of the Agreement to January 1, 2016. Total Contract Amount: \$47,115 FundingSource: College Park -Measure O Funds	

ATTACHMENT #1
PAGE 2 OF 3

City Manager Contract List for 01/27/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
G	Change Order	Utilities - CPM Lou Balderrama	Toro Enterprises, Inc. Agreement No. A-7586	Nyeland Acres/Ventura Blvd Improvements Project Change Order No. 3 is the final balancing change order for costs associated with additional work for unforeseen utility issues. This contract was a Public Bid in accordance with the City's procurement policy. Total Contract Amount: \$1,766,417 FundingSource: Federal Grant Funds, Water Operating Funds, & State Gas Tax Funds	\$27,488
		340-5358	Change Order 3		
H	Task Order	Development Services Matt Winegar	Marc Perry Architect, Inc. Agreement No. 6556-14-CM	Task Order #4 for Phase 1 Council Chambers Audio-Visual System Upgrade Project This Task Order #4 is assigned under the On-Call Services Agreement for Architectural Services for a Phase 1 for Council Chambers Audio/Visual Upgrade Project Design Services. This proposal is for design services only and is intended to address information gathering services to include a review and determination of project goals, objectives and requirements. The design team will meet with City Staff, City Council, and the Public to gather input for the preparation of a summary of the findings and the development of preliminary design options and estimated costs for Council Chambers A/V Upgrades. Total Contract Amount: \$250,000 FundingSource: Public Educational and Government (PEG) Funds	\$51,800
		385-8046	Task Order 4		
I	Task Order	Utilities Department - CPM Lou Balderrama	BTC Labs Vertical V Agreement No. 6389-13-CM	On-Call Soils and Materials Testing Task Order is for soils and materials testing for the Rose Ave Resurfacing & Repairs in Other Locations project. The City entered into an agreement with BTC Labs Vertical V to provide on-call services through the Request for Proposal (RFP) process, in accordance with the City's procurement policy. The total contract amount is unchanged. The contract balance is \$155,403.35. Total Contract Amount: \$250,000 FundingSource: Grant and Measure O Funds	\$46,100
		797-8206	Task Order 4		

ATTACHMENT #1
PAGE 3 OF 3



ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Jason M. SamonteAgenda Item No. S-2Reviewed By: City Manager [Signature] City Attorney SMF Finance [Signature] Development Services Director

DATE: December 16, 2014

TO: City Council

FROM: Matthew Winegar, Director
Development Services Department

SUBJECT: Agreement No. 6944-14-DS with WKE, Inc.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an agreement with WKE Inc., in an amount not to exceed \$975,081, for environmental and preliminary engineering services for the Rice Avenue grade separation at Fifth Street project (Agreement No. 6944-14-DS).

DISCUSSION

The City's adopted 2030 General Plan includes the construction of a bridge at Rice Avenue and Fifth Street in order to grade separate the intersection. The Rice Avenue grade separation project requires the preparation of an Environmental Impact Report (EIR) that meets the requirements of the National Environmental Policy Act and the California Environmental Quality Act, along with preliminary engineering (PE) services, which include surveying, soil reports, design concepts, and working with outside agencies in obtaining necessary permits. This project will involve multiple agencies including the Union Pacific Railroad Company, the California Public Utilities Commission, California Transportation Department, and the County of Ventura.

Through a Request for Qualifications (RFQ) process, a selection panel represented by the City of Oxnard, the County of Ventura, and the California Transportation Department, reviewed the three proposals that were submitted in response to the RFQ. The two highest rated consulting firms were invited for interviews. The panel selected WKE, Inc., as the most qualified for the project. Under Agreement No. 6944-14-DS, in an amount not to exceed \$975,081, WKE, Inc., and their sub-consultants, will perform preliminary engineering services and prepare a complete EIR for the Rice Avenue grade separation project.

Federal funds in the amount of \$1.76 million were previously awarded to the City for this project by the Ventura County Transportation Commission through the Federal Government's Surface Transportation Program (STP). The STP provides flexible funding that may be used by States and localities for

projects that preserve and improve the conditions and performance on any Federal-aid highway, bridge and tunnel projects on any public road, pedestrian and bicycle infrastructure, and transit capital projects, including intercity bus terminals. The bridge is supported conceptually by the Ventura County Transportation Committee (VCTC) and the Port of Hueneme, which can potentially result in financial contributions for the engineering design and construction of the project.

FINANCIAL IMPACT

There are sufficient federal grants and match funding in the Rice Avenue at Fifth Street Grading Project (Project No. 133101) to cover the cost of the agreement. Expenditures are reimbursed from the federal grant at the rate of 88% of the total expense. The project has sufficient funds to provide the 12% match, which will come from the Circulation System Improvement Fund commonly known as the Traffic Impact Fee Fund.

JMS/jms

Attachment #1 - Agreement No. 6944-14-DS

**AGREEMENT FOR PROFESSIONAL SERVICES
ENGINEERING, OR LAND SURVEYING SERVICES ONLY**

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 3rd day of November, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and WKE Inc. ("Consultant").

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

All services are to be coordinated with the City Traffic Engineer ("Manager"), subject to the direction of the City Manager or Department Director.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

All services performed under this Agreement shall be completed by the Agreement termination date. City agrees to amend the Agreement termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

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

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on February 1, 2015, and expire on August 1, 2016.

13. Termination

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

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

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$975,081.00 for services provided under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

b. Consultant will invoice City on a monthly basis for payments corresponding to the work actually completed by Consultant. Percentage of work completed shall be documented in a monthly progress report prepared by Consultant.

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

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

20. Confidentiality of Information

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

21. Indemnity

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

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

If, in performing the services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to WKE Inc., 400 North Tustin Avenue, #275, Santa Ana, CA 92705, Attention: Carlos Cadena.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Traffic Engineering Division, 214 South C Street, Oxnard, California 93030, Attention: Jason M. Samonte.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

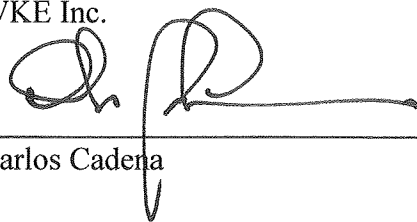
42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

WKE Inc.

Tim Flynn, Mayor

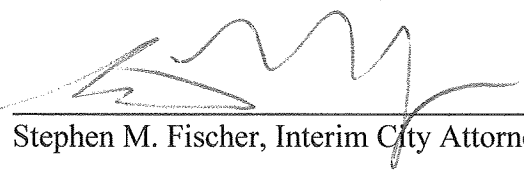


Carlos Cadena

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



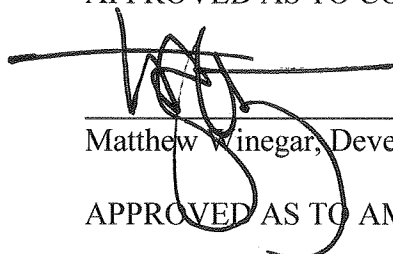
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:



Dave Millican, Risk Manager

APPROVED AS TO CONTENT:



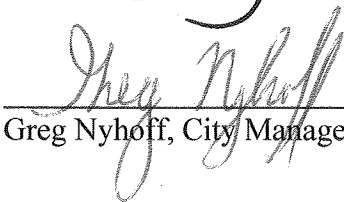
Matthew Winegar, Development Services Director

APPROVED AS TO CONTENT:



Jason M. Samonte, Project Manager

APPROVED AS TO AMOUNT:



Greg Nyhoff, City Manager

EXHIBIT A
SCOPE OF SERVICES

3.3 SCOPE OF WORK - COMBINED PROJECT STUDY REPORT-PROJECT REPORT (PSR-PR)

When selecting our project team, we carefully assessed qualifications and current workload commitments to ensure that all staff members are well-matched to the requirements of the project and that they will be fully accessible to complete all tasks outlined in the Scope of Work for the entire duration of the project. Carlos has personally selected the staff for this project and assigned specific responsibilities for each scope of services task, thereby contributing to successful completion of the project. Working with a well-planned and coordinated effort will allow Carlos the ability to closely manage and successfully deliver the Rice Avenue Grade Separation Project at Fifth Street/UPRR Tracks to the City. It is assumed a Combined PSR-PDR will be completed for the approval of your project, as discussed with Caltrans and based on our evaluation of the specific requirements and technical considerations. Our assumption is discussed under Section 3.1.1 – Caltrans Project Approval Process.

The tasks required to complete the environmental and preliminary engineering study include the following:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – MEETINGS AND COORDINATION

TASK 3 – COLLECTING EXISTING INFORMATION AND MATERIAL

TASK 4 – STUDIES FOR THE COMBINED PSR-PDS

TASK 5 – PREPARATION OF THE COMBINED PSR-PDS

ATTACHMENT 1
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TASK 1 – PROJECT MANAGEMENT

- 1.01 *Project Management Plan (PMP)*
- 1.02 *Prepare and Maintain Project Schedule*
- 1.03 *Project Documentation and Correspondence*
- 1.04 *Maintain Project Files*
- 1.05 *Progress Reports/Invoices*
- 1.06 *Project Team Coordination (Internal)*
- 1.07 *Project Team Coordination (Subconsultants)*
- 1.08 *Establish Project Development Team (PDT)*

ATTACHMENT 1
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TASK 1 – PROJECT MANAGEMENT

1.01 PROJECT MANAGEMENT PLAN

A PMP will be prepared within 5 working days from the start of the project. The PMP will be a live document for all project team members to use throughout the project. The PMP will include the project schedule, key milestone dates, project organization chart, financial targets, communication protocols, and quality control procedures. A memorandum setting forth the design criteria to be used for the project, along with the required standards of practice, will also be included.

1.02 PREPARE AND MAINTAIN PROJECT SCHEDULE

The Consultant will prepare a bar chart schedule for submittal to the City within 7 days of the kickoff meeting. The schedule will include all milestones, tasks and subtasks, review periods, and coordination activities. The Consultant will maintain the project schedule and will submit it monthly to the City. The status of project tasks, derived from the project schedule and agreed to by the City, will be referenced to the original planned date, forecast date, and actual date. The target (base) schedule will be displayed on the bar chart for all activities.

1.03 PROJECT DOCUMENTATION AND CORRESPONDENCE

Copies of all correspondence received from Caltrans, or any other agency, will be forwarded to the City within 5 days of receipt. In addition, 5 days prior to sending correspondence to another agency for review, a copy will be provided to the City. Correspondence will be provided in electronic format.

1.04 MAINTAIN PROJECT FILES

The Consultant will maintain project files that are indexed in accordance with the Caltrans Project Development Uniform File System. All correspondence will be filed and copies will be submitted to the City for review. At the completion of the contract, all project files and correspondence will be turned over to the City.

1.05 PROGRESS REPORTS/INVOICES

On a monthly basis, the Consultant will prepare and submit to the City a monthly progress report indicating the progress achieved, to the task level, during the period. The report will summarize the actual progress compared with the estimated progress and will identify problem areas, provide evaluations, recommendations, and an outline on the process, which the Consultant and the City will follow to rectify the problem(s). The progress report will be submitted with the monthly invoice.

1.06 PROJECT TEAM COORDINATION (INTERNAL)

The Consultant's Project Manager will conduct weekly meetings with the Consultant's design staff to discuss the progress of the work and to monitor the design. Internal team coordination is expected to occur every day during design development.

1.07 PROJECT TEAM COORDINATION (SUBCONSULTANTS)

The Consultant's Project Manager will conduct weekly meetings with its subconsultants to discuss the progress of the work and to monitor the design. The Consultant will coordinate the activities of the subconsultant team. All correspondence with the subconsultant team will be filed and transmitted to the City at completion of the assignment, if required.

1.08 ESTABLISH PROJECT DEVELOPMENT TEAM (PDT)

The Consultant will coordinate the establishment of the PDT. The PDT will be comprised of the assigned City's Project Manager; other City technical staff; representatives from the project team; the Caltrans Project Manager; and Caltrans Project Development, Environmental, Right-of-Way, Maintenance, and Traffic Operations units. Other members of the PDT may include representatives from UPRR and other participating entities, as necessary.

TASK 2 – MEETINGS AND COORDINATION

- 2.01 *Prepare for and Attend Project Development Team Meetings/Minutes*
- 2.02 *Meetings with Caltrans Functional Units*
- 2.03 *Prepare for and Attend Coordination Meetings/Minutes*
- 2.04 *City of Oxnard Correspondence*

TASK 2 – MEETINGS AND COORDINATION

2.01 PREPARE FOR AND ATTEND PROJECT DEVELOPMENT TEAM (PDT) MEETINGS/MINUTES

The Consultant's Project Manager will hold monthly PDT meetings to include the City, Caltrans, and other interested parties. Minutes of the PDT meeting will be prepared by the Consultant and will be distributed to attendees and to the City within 5 working days. The Consultant will make available, for review, the minutes of each meeting at each succeeding meeting.

2.02 MEETINGS WITH CALTRANS FUNCTIONAL UNITS

The Consultant's Project Manager will hold meetings with the Caltrans functional unit as often as necessary to discuss technical issues and to facilitate the progress of the work, review comments, and discuss technical issues. Minutes of design meetings will be prepared by the Consultant and will be distributed to attendees and to the City within 5 working days.

2.03 PREPARE FOR AND ATTEND COORDINATION MEETINGS/MINUTES

The Consultant's Project Manager will hold coordination meetings with the City and other stakeholders to discuss technical issues associated with the preparation of the Combined PSR-PR. Coordination meetings will be held as necessary to discuss technical work and management-related issues. Minutes of project meetings will be prepared by the Consultant, and will be distributed to attendees and to the City within 5 working days. The Consultant will make available, for review, the minutes of each meeting at each succeeding meeting.

2.04 CITY OF OXNARD CORRESPONDENCE

The Consultant's Project Manager will hold conference calls with the city of Oxnard when required; it is assumed they will need to occur on a weekly basis. Each conference call will be documented through a memorandum and added to the project file.

ATTACHMENT 1
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TASK 3 – COLLECTING EXISTING INFORMATION & MATERIAL

- 3.01 *Collect Existing Information and Material*
- 3.02 *Field Visits*

TASK 3 – COLLECT EXISTING INFORMATION AND MATERIAL

3.01 COLLECT EXISTING INFORMATION AND MATERIAL

The Consultant will collect information as related to the project and the studies required. Information will include existing information from the city of Oxnard, Caltrans, UPRR and utility companies. A database will be maintained for the information collected.

3.02 FIELD VISITS

The Consultant will review existing conditions as often as required. Existing features will be documented for the design of the project. The Consultant will take photographs of existing features.

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TASK 4 – STUDIES FOR THE COMBINED PSR-PDS

- 4.01 *Topographic Mapping*
 - 4.01.1 *Aerial Mapping and Project Control*
 - 4.01.2 *Survey and Right-of-Way Mapping*
 - 4.01.3 *Encroachment Permits*
- 4.02 *Project Need and Purpose*
- 4.03 *Traffic Study*
- 4.04 *Environmental*
 - 4.04.1 *Preliminary Environmental Analysis Report (PEAR)*
 - 4.04.2 *Biological Resources*
 - 4.04.3 *Hazardous Materials*
 - 4.04.4 *Cultural Resources*
 - 4.04.5 *Air Quality*
 - 4.04.6 *Community Impacts and Environmental Justice*
 - 4.04.7 *Agricultural Resources*
 - 4.04.8 *Water Quality*
 - 4.04.9 *Completion of CEQA/NEPA*
- 4.05 *Drainage Investigations*
- 4.06 *Geotechnical Investigations*
- 4.07 *Project Alternatives*
 - 4.07.1 *Geometric Development*
 - 4.07.2 *Advance Planning Studies*
 - 4.07.3 *Construction Staging*
 - 4.07.4 *Utility Plans*
- 4.08 *Constructability Review*
- 4.09 *Design Standards and Analysis*
- 4.10 *Right-of-Way Impacts and Analysis*
- 4.11 *Transportation Management Plan*
- 4.12 *Stakeholder Involvement*
- 4.13 *Cost Estimates*
- 4.14 *Risk Analysis*
- 4.15 *Quality Management*

ATTACHMENT 1
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TASK 4 – STUDIES FOR THE COMBINED PSR-PR**4.01 TOPOGRAPHIC MAPPING**

Using available information, the Consultant will conduct investigations and prepare information required for the completion of the Combined PSR-PR. The Consultant will prepare the topographic mapping necessary for the design of the project.

4.01.1 Aerial Mapping and Project Control

Surveyor will complete research in the Caltrans District 7 survey office and obtain horizontal and vertical control survey data, as well as copies of record Right-of-Way Mapping for the subject area.

Field surveyors will recover many key horizontal/vertical control monuments and record centerline monuments in the project area. The surveyors will record the character and location of each monument on field notes.

All aerial targets and recovered monuments will be tied to existing Caltrans control monuments. Field surveys will be completed using dual-frequency global positioning system (GPS) receivers, total station instruments, and digital levels in conformance with the Caltrans Survey Manual Survey Specifications. All field survey procedures will meet Third Order Accuracy Standards, as specified by Caltrans Orders of Survey Accuracy Standards for Supplemental Project Control within the Caltrans Survey Manual.

All surveying and mapping for this project will be completed in the English unit of measurement. Horizontal datum for this mapping control will be the North American Datum of 1983 (NAD83). Vertical datum will be the North American Vertical Datum 1988 (NAVD88).

4.01.2 Survey and Right-of-Way Mapping

The Consultant will obtain color aerial photography at 1:300 scale that will be used to generate a 1" = 50' mapping with a 1' contour interval. The Consultant will compile 1" = 50' scale mapping with 1' contour interval. All mapping will be compiled in conformance with existing Caltrans mapping standards. Project surveyor will calculate and plot centerline alignments and right-of-way limits based on available record mapping. Services will be completed in conformance with existing mapping standards outlined by Caltrans.

4.01.3 Encroachment Permits

The Consultant will apply for the encroachment permit from Caltrans, County, UPPR, and City to enter the right-of-way to perform surveys and geotechnical investigations related to this Scope of Services, and to conduct site visits. The Consultant will coordinate with Caltrans, City, UPPR, and County towards the approval of the encroachment permits.

4.02 PROJECT NEED AND PURPOSE

The Consultant will develop a need and purpose statement which is critical for the scope and further funding of the project. The project need will cover existing traffic, operation, and safety conditions, where the purpose will address the corresponding needs.

4.03 TRAFFIC STUDY

The Consultant will perform a traffic study that will be used to develop the geometric alternatives and their corresponding LOS. Traffic forecast data will be based on the year 2040 projections and will be used to conduct the necessary traffic analysis, including ICU calculations for the AM and PM peak hour. In addition to improving operations on Rice Avenue, major construction activities can also disrupt adjoining business and alter traffic patterns on adjoining streets; therefore, staged construction will be addressed by the Combined PSR-PR.

The initial request will be directed to the development of traffic analyses for the project. The services may include some or all of the following tasks:

1. Collect "origin-destination" turning movement counts at the intersections. These counts will be performed on a weekday morning and evening for 2 hours. Turning movement counts will also be performed at the same time.
2. Collect truck counts on Rice Avenue and Fifth Street to determine the existing percentage of 2-axle, 3-axle, 4-axle, and 5-axle trucks for use in calculating traffic indices for structural section design. The counts will be performed for 12 hours from 7:00 a.m. to 7:00 p.m., although the counts will not necessarily be performed on the same day.
3. Perform Traffic Index calculations for the new grade separation.
4. Determine accident history.
5. Determine LOS and storage length requirements for the No Build and geometric alternatives.
6. Complete the traffic study report. The traffic study will cover the No Build Option and 2 alternatives.

4.04 Environmental

The following scope will be completed to support the environmental process for the NEPA and CEQA clearance.

4.04.1 Preliminary Environmental Analysis Report (PEAR)

The Consultant will coordinate with the project engineers in order to collect design information necessary to initiate the environmental process. Once the design information is available, the Consultant will prepare a project description appropriate for use in the PEAR. The Consultant will perform research, including a site visit, review of applicable planning documents, and database research, to identify and complete the PEAR in accordance with the Caltrans SER. The PEAR will focus on the environmental issues most likely to affect project scope, schedule, and cost. Once the PEAR has been approved by the City, the Consultant will finalize the document and submit for review and approval by Caltrans.

The PEAR is comprised of four primary parts. The first part is the Project Description, which includes the purpose, need, and project alternatives. The second part is the discussion and "check-off" section that documents the anticipated environmental approval and potential permit requirements. The third section lists the anticipated project mitigation measures, with preliminary estimates of cost. The fourth part identifies, via a checklist and brief explanation, the environmental technical studies that will be required to support the environmental approval.

4.04.2 Biological Resources

The Consultant will prepare a Minimal Impacts Natural Environment Study (NES(MI)) to assess the biological resources in the project area.

Background Research and Delineation of Biological Study Area (BSA)

The Consultant will review available data on biological resources recorded within and near the project area, including all plant and animal species with the potential to be in the project area. This review will include conducting searches in databases such as the California Natural Diversity Database (CNDDDB) and the National Wetlands Inventory (NWI). Additionally, a list of protected species with the potential to be in the project area will be requested from the U.S. Fish and Wildlife Service (USFWS). Existing studies completed near the project area will also be referenced, including applicable planning documents. The Consultant will utilize the background data and project design plans to delineate the BSA, which will be used as the boundary for field surveys and project analysis.

Field Surveys

The Consultant will survey the BSA for potential wildlife, their signs, and/or potential habitat. The Consultant will inventory all botanical, aquatic, and wildlife resources observed in the BSA. The Consultant will identify and record all existing vegetation communities in the area. Botanical surveys will be conducted during the blooming period for special-status plants with potential to be in the

project area (May/June).

The limits of potentially jurisdictional areas, including waters of the U.S. and waters of the State, will be identified based on appropriate criteria, including the ordinary high water mark (OHWM), edge of channel banks, and riparian boundaries (if present). It appears that there are several small irrigation ditches adjacent to Rice Avenue and Fifth Street; however, based on a desktop review and previous surveys near the project area, these ditches are not expected to contain wetland vegetation or connect to natural waterways; therefore, jurisdictional wetlands or waters to be in the area are not anticipated.

As part of the development of this work plan, the Consultant completed a preliminary CNDDDB and USFWS database search for protected and special-status species recorded within the vicinity of the project area (Oxnard Quad and surrounding quads). The searches identified several federally and/or State threatened or endangered species that have been recorded near the project area, including:

- Ventura-marsh milk-vetch (*Astragalus pycnostachyus* var. *lanosissimus*)
- Santa Ana sucker (*Catostomus santaanae*)
- Western snowy plover (*Charadrius alexandrinus nivosus*)
- Salt marsh bird's-beak (*Chloropyron maritimum* ssp. *maritimum*)
- Western yellow-billed cuckoo (*Coccyzus americanus occidentalis*),
- Verity's dudleya (*Dudleya verity*)
- Southwestern willow flycatcher (*Empidonax traillii extimus*)
- Tidewater goby (*Eucyclogobius californicus*)
- Unarmored threespine stickleback (*Gasterosteus aculeatus williamsoni*)
- Southern steelhead (*Oncorhynchus mykiss irideus*)
- Belding's savannah sparrow (*Passerculus sandwichensis beldingi*)
- Coastal California gnatcatcher (*Poliophtila californica californica*)
- Light-footed clapper rail (*Rallus longirostris levipes*)
- Bank swallow (*Riparia riparia*)
- California least tern (*Sternula antillarum browni*)
- Least Bell's vireo (*Vireo bellii pusillus*)

Based on existing conditions within and adjacent to the project area, the Consultant anticipates that project-level surveys will be needed to determine the presence or absence of Belding's savannah sparrow (state endangered), since this species' habitat includes grassy roadsides and cultivated fields; however, the potential for this species to be in the project area is considered low. Surveys for special status plant species should be completed in May or June during the blooming period to confirm their absence; however, habitat for the above-listed species is not expected to be in the project area, and they are not likely to be found. No other threatened or endangered species are anticipated to be in the project area.

If it is determined that there is potential for the Belding's savannah sparrow to be in the BSA, consultation with the California Department of Fish and Wildlife (CDFW) under the California Endangered Species Act (CESA) will be required. The Consultant will work closely with the design engineers to avoid and/or minimize impacts to the extent feasible. Assuming that adverse impacts would be avoided, the Consultant anticipates that informal consultation with the CDFW will be sufficient to complete the consultation process. The consultation process is outlined below under Optional Task.

Documentation

Following completion of background research and field surveys, the Consultant will summarize the results of these studies in an NES(MI) report. The NES(MI) will include a discussion of the existing biological resources in the BSA, potential project impacts on those resources, and proposed avoidance, minimization, and mitigation measures to minimize impacts. The NES(MI) discussion will also include a summary of agency coordination required to obtain project approvals and environmental permits. The Consultant will submit the draft NES(MI) to the City, and will coordinate with the City and Caltrans as needed for review and approval of the report.

4.04.3 Hazardous Materials

An ASTM E1527-13 compliant ISA is needed for the project. The purpose of the ISA is to identify potential Recognized Environmental Conditions (RECs) in connection with the project area, as defined by the American Society of Testing and Materials (ASTM) E 1527-13 Standard Practice for Environmental Site Assessments. According to the ASTM, "the practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations (i.e., Landowner Liability Protections or LLPs) on CERCLA [Comprehensive Environmental Response, Compensation and Liability Act] liability: that is, the practice that constitutes all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice," as defined at 42 U.S.C. §9601 (35)(B). The following tasks will be performed, as described in the ASTM Standard E 1527 13:

- Conduct a site reconnaissance for visual evidence of surface contamination and potential sources of subsurface contamination;
- Conduct a visual inspection of the adjoining properties from publicly accessible areas for evidence of RECs;
- Conduct interviews with various people having knowledge of the project area;
- Conduct a records review;
- Conduct a preliminary screen for potential vapor intrusion conditions on the site;
- Review the completed ASTM E 1527-13 User Questionnaire regarding Recorded Environmental Liens, Activity and Use Limitations (AULs), relationship of the purchase price to the fair market value of the site, and any specialized knowledge of the site; and
- Review Recorded Environmental Liens and AULs reports.

4.04.4 Cultural Resources

All cultural resource efforts will be completed in compliance with Section 106 of the National Historic Preservation Act (NHPA) and will follow the requirements set forth in the Caltrans SER: Volume I, Chapter 8, Paleontology; and Volume II, Cultural Resources, and the Programmatic Agreement among the FHWA, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the NHPA, as it pertains to the administration of the Federal-aid Highway Program in California.

Area of Potential Effect (APE) Map

The APE map will depict existing topography and/or an aerial base; existing and proposed rights-of-way; existing and proposed roadway geometrics; grading/physical impacts, parcel boundaries, and numbers; borrow and staging areas; TCEs; sound and/or retaining walls; conceptual BMPs; maximum depth of ground disturbance; signature block; north arrow; scale; legend; and other data as required by Caltrans. Per Caltrans, the map should be at the preferred scale of 1" = 200'. The map will identify the entire area that is archaeologically and architecturally surveyed for the project. This map will be submitted to Caltrans for approval and signatures.

Historic Property Survey Report (HPSR), Archaeological Survey Report (ASR), and Paleontological Identification Report (PIR)

The Consultant will conduct a records search at the South Central Coastal Information Center (SCCIC). The specific locations of archaeological sites are classified as confidential information and are available only to qualified archaeologists. The Consultant will contact the SCCIC to obtain information on previously recorded cultural resources in the APE, and on previous cultural resource investigations in or near the APE. Archaeological site records will be reviewed during the records search, as well as records concerning historical buildings and structures, or locations of historical or cultural importance.

The California Office of Historic Preservation maintains an inventory of historic resources for each county. The Historic Property Data File (HPDF) for Ventura County will be reviewed for listings of National Register of Historic Places, California Register of Historical Resources, California Historical Landmarks, and California Points of Historical Interest properties in the project vicinity. The Consultant will contact the Native American Heritage Commission (NAHC). The NAHC will provide a list of Native American groups to contact regarding this project. The Consultant will coordinate with Caltrans to consult with the tribes. With Caltrans approval, the Consultant will contact up to 15 groups via email or certified mail. After 14 days, the Consultant will follow up via telephone with those groups that have not commented.

The Consultant will conduct a systematic field survey of portions of the APE that are not obscured by asphalt/concrete. The ground surface will be visually examined by an archaeological field technician for evidence of prehistoric (Native American) or historic (Spanish, Mexican, and American period) archaeological materials. For the purposes of this proposal, the Consultant anticipates negative findings for archaeological resources. The Consultant will then prepare the HPSR/ASR. The HPSR/ASR will be prepared according to Caltrans specifications. The report will include a project description, setting, methods, and results of the study. Maps and photos will be included in the report. Based on the results of the research and field survey, a PIR will be prepared.

Historic Resources Evaluation Report (HRER)

The railroad line within the project area was built prior to 1904 to serve a beet sugar factory, which is considered to be a significant context for the City; therefore, it is likely that an HRER will be required by Caltrans to evaluate this resource. The Consultant will perform a site visit to photograph and inventory the resource, conduct research related to the resource, and consult with the public and/or interested parties to gain additional information. Once the necessary information has been gathered, the Consultant will prepare a DPR 523 set and a Draft HRER. Once the City has reviewed the document, the Consultant will finalize the document and submit to Caltrans for review and approval.

4.04.5 Air Quality

Certain grade separation/safety projects are exempt from performing regional air quality conformity analysis, and the project is not located in a federal Particulate Matter (PM) nonattainment area; therefore, it is assumed that the project would not require a conformity determination for localized PM. However, it is assumed that Caltrans will require an Air Quality Study Report (AQSR) to provide documentation and assessment of changes in emissions, particularly related to construction.

AMBIENT Air Quality & Noise Consulting (Ambient) will prepare an AQSR to assess air quality and greenhouse gas (GHG) impacts associated with the project. The AQSR will include a description of regional and local air quality, applicable air quality regulatory framework, standards, attainment status, and significance thresholds. Short-term construction and long-term operational emissions of criteria air pollutants and GHG emissions will be quantified. Construction emissions will be quantified based on project-specific construction information and schedules, to be provided. Long-term changes in

operational emissions attributable to the project are anticipated to be minimal. However, to the extent that data is available from the traffic analysis prepared for this project, long-term operational emissions of criteria air pollutants will also be quantified.

Measures for the control of short-term construction emissions will be discussed in the AQSR. This discussion will address Caltrans-recommended control practices, as well as applicable rules and regulations. The effectiveness of proposed mitigation measures will also be discussed.

4.04.6 Community Impacts and Environmental Justice

The Consultant will prepare a Community Impact Assessment (CIA) for the project, per the Caltrans SER. As part of the CIA, the Consultant will review any existing reports and relevant information that exists. The CIA will address impacts to land use, public services, and economic/social issues. The CIA will ensure compliance with Title VI of the Civil Rights Act and American Disabilities Act. The CIA will evaluate businesses affected by the project, social impacts, changes in neighborhoods or community cohesion, and community resources (schools, churches, parks and emergency services).

All projects receiving federal funding must comply with Executive Order 12898, "Federal Actions to Address Environmental Justice (EJ) in Minority Populations and Low-Income Populations," signed by President Clinton on February 11, 1994. This Executive Order directs federal agencies to take the appropriate and necessary steps to identify and address disproportionately high and adverse effects of federal projects on the health or environment of minority and low-income populations to the greatest extent practicable and permitted by law.

As part of the development of this project scope, the Consultant performed cursory-level research of U.S. Census Bureau data related to low-income and minority populations. Research identified that Census tracts 47.04, 47.16, and 49.02, the tracts surrounding the project area, could contain low-income populations (as determined by the U.S. Department of Health and Human Services poverty guidelines), as well as minority populations that are meaningfully greater compared to a larger regional area. The Consultant has determined that the project is unlikely to result in disproportionately high and adverse effects to Environmental Justice populations; however, these populations must be identified and fully discussed in the CIA.

4.04.7 Agricultural Resources

The California Department of Conservation (DOC) established the Farmland Mapping and Monitoring Program (FMMP) in 1982. The goal of the FMMP is to provide consistent and impartial data to decision-makers for use in assessing present status and planning for the future of California's agricultural land resources. One of the primary responsibilities of the FMMP is to produce Important Farmland Maps and statistical data for California's agricultural resources. Important Farmland Maps identify the location and quality of agricultural land across the State.

The project site is adjacent to lands identified by the DOC as agricultural resources (DOC, 2012), and it is assumed the project would result in the conversion of farmlands to other uses; therefore, Parts I, III, and VI of Form AD 1006 must be completed to calculate the Total Site Assessment value of the farmland. The Consultant will prepare the AD 1006 form and include the form as an attachment to the CIA. If the Total Site Assessment value is under the 160-point threshold, the form would not require analysis by the National Resource Conservation Service (NRCS) local field office. If the Total Site Assessment value is greater than 160 points, the Consultant will submit the form (with maps and identification of alternatives) to the NRCS local field office for analysis.

The Ventura County SOAR Ordinance was established through voter initiative in November 1998. The SOAR Ordinance prohibits the re-designation of lands with Open Space, Agricultural, and Rural designations under the County General Plan until December 31, 2020 without direct voter approval. The purpose of the ordinance is "to ensure that Open Space, Agricultural, and Rural lands are not prematurely or unnecessarily converted to other more intensive development uses."

The cumulative loss of agricultural soils in Ventura County was discussed in the Final EIR for the Comprehensive Amendment to the Ventura County General Plan (1988). This EIR acknowledged that implementation of the Amendment to the General Plan would result in a significant loss of agricultural soils, and a Statement of Overriding Considerations was adopted for this unavoidable impact. It is assumed that the project would fall under this Statement of Overriding Considerations, and that documentation in the Caltrans Categorical Exemption/Categorical Exclusion (CE/CE) form (described below) would be sufficient.

4.04.8 Water Quality

A preliminary assessment of existing water resources will be conducted, potential impacts of the project on those water resources will be identified, and potential mitigation measures will be discussed to alleviate short-term (during construction) and long-term (during operations) impacts. Potential permitting requirements will be identified as they may relate to water quality/stormwater/flooding. It will be determined if the project will encroach into the base floodplain, and if so, potential impacts of the project to floodplains will be identified and pertinent mitigation measures will be discussed.

4.04.9 Completion of the CEQA and NEPA Process

As outlined above, it is assumed that the project is statutorily exempt (CEQA) and categorically excluded (NEPA). Caltrans will likely require a CE/CE form to be completed and placed in the project file. The Consultant will complete a draft CE/CE form and submit it to Caltrans for review and approval prior to finalizing the form. Once the form has been finalized, the Consultant will coordinate with Caltrans for signature. After the project has been approved, the Consultant will prepare a Notice of Exemption (NOE) form to be filed with the Office of Planning and Research (OPR) for a 35-day review period.

Environmental Process Assumptions

- The project will qualify for a NEPA and CEQA CE. If the project description changes, or if currently unknown circumstances arise in a manner that would result in greater environmental impacts, the environmental scope may need to be revised.
- If the Phase 1 ISA identifies the need for a Phase 2 assessment, the environmental scope may need to be revised.
- Preliminary review of the project site did not reveal noise-sensitive land uses or exterior areas of frequent human exposure; therefore, it is assumed a noise report would not be required for the project. If Caltrans determines that a noise study report is required, this would need to be added to the scope of work.
- The project would be designed in such a way as to avoid relocation impacts. If Caltrans determines that a relocation impact memorandum is required, the memorandum would need to be added to the scope of work.
- The project is not anticipated to trigger the need for quantitative assessment of localized air quality impacts. The project's contribution to localized concentrations of mobile-source carbon monoxide (CO) and particulate matter PM will, therefore, be qualitatively assessed in accordance with FHWA/Caltrans-recommended screening methodologies. Likewise, localized increases in health risk attributable to mobile-source toxic air contaminants (TACs) are also anticipated to be minor and will be qualitatively assessed. In addition, because the project is not located within a federal PM

nonattainment area, a project-level conformity analysis is not anticipated to be required for this project.

- Field monitoring of meteorology and pollutant emissions is not anticipated to be required for air quality analysis, and is not included the scope of work.
- Based on the information reviewed, it is assumed that impacts related to the SOAR Ordinance would be covered by the Statement of Overriding Considerations adopted for the Amendment to the Ventura County General Plan. If additional efforts or documentation related to farmland impacts is required, the work performed would need to be added to the scope of work.

4.05 DRAINAGE INVESTIGATIONS

Three specific reports are required to cover the drainage investigations and the requirements for the Combined PSR-PR. Firstly, the Consultant will prepare the SWDR that identifies and captures the cost and strategy to implement BMPs to handle stormwater runoff created by the project. Secondly, a Conceptual Drainage Study Report will investigate the stormwater design requirements and strategy for the project.

4.06 GEOTECHNICAL INVESTIGATIONS

The Consultant will conduct a project site visit and a geological database research of the existing subsurface conditions. The preliminary geotechnical investigation shall be in accordance with Caltrans standards for PSR and PR preparation. The reports to be completed include a Structures Preliminary Geotechnical Report (SPGR) and a Preliminary Materials Report (PMR). These reports will be adequate for the Advance Planning Studies (APS) to be completed for each structure alternative.

The SPGR will provide an assessment of liquefaction and landslide potential, a summary of existing subsurface conditions for the bridge site and the types of existing foundations, and proposed types of foundations. The PMR will also provide a general discussion of the subsurface and geologic conditions along the alignment and types of existing pavement, embankments, and retaining walls.

Because we expect that the existing available and relevant geotechnical data for use in the preliminary effort will be limited, we recommend that the project-specific exploration data be obtained in the Environmental/Preliminary Engineering phase of the project. Our approach includes a one-day effort to advance three cone penetration tests (CPTs) at the site to depths of up to about 100' to characterize the site-specific conditions and provide input into the preliminary foundation report. During the PS&E stage, additional exploration will be performed in accordance with Caltrans foundation report criteria, including additional CPTs at each bent, plus drill holes/soil sampling at selected key locations to support the geotechnical design/foundation report.

Depending on the results of the ISA for the potential of hazardous materials, testing for ADL and PCBs may be required. If testing is required this would include project site soil sampling and laboratory analysis.

4.07 PROJECT ALTERNATIVES

4.07.1 Geometric Development

The Consultant will identify various alternatives for improvements to the grade separation. The list of alternatives will be coordinated with the City prior to submittal to the PDT for consideration. The alternatives will be narrowed to two alternatives for evaluation, plus the No Build Alternative. The Consultant will perform calculations to determine sight distance requirements, and minimum vertical and horizontal clearance required for the preparation of the project plans and profiles to Caltrans standards. Typical sections for Rice Avenue and Fifth Street will also be completed.

4.07.2 Advance Planning Studies (APS)

In conjunction with the alternative development, a Bridge APS will be prepared. The APS will include the preparation of a General Plan and cost estimates. The General Plan will provide information pertaining to the layout, profile, and typical section of the overcrossing structure. General information regarding

structural type, and column and footing type will be provided by the APS.

4.07.3 Construction Staging

The construction staging methods will be developed, and the preferred staging method will be shown on conceptual plans. Staging methods for this grade separation are critical to bridge construction, and impacts to the right-of-way and rail crossing.

4.07.4 Utility Plans

The Consultant will prepare a base map (constraints map) indicating the location of existing utilities and probable relocation requirements. Utility as-built information will be obtained from the utility owners. Possible utility impacts at the project site include overhead electrical, high pressure gas, sewer, water and fiber optic communications.

4.08 CONSTRUCTABILITY REVIEW

The Consultant will complete a constructability review before the APS and geometric drawings are finalized. The constructability review will follow Caltrans Project Delivery Directive PD-05.

4.09 DESIGN STANDARDS AND ANALYSIS

Mandatory and Advisory Design Exceptions will be identified. A request for approval of the Mandatory and Advisory Design Exceptions will be prepared as part of this Scope of Services. The approval process will be completed as part of the Caltrans Fact Sheets.

4.10 RIGHT-OF-WAY IMPACTS AND ANALYSIS

The Consultant will prepare right-of-way Data Sheets using right-of-way information obtained from Caltrans right-of-way maps.

4.11 TRANSPORTATION MANAGEMENT PLAN (TMP)

A TMP encompasses activities that are implemented to minimize traffic delays that may result from lane restrictions or closures in a work zone. TMP strategies are designed to improve mobility, as well as safety, for the traveling public and workers. The Consultant will coordinate the development of the TMP datasheets and TMP cost estimate.

4.12 STAKEHOLDER INVOLVEMENT

The Consultant will implement the Caltrans guide for Context Sensitive Solutions (CSS) and Complete Streets – Integrating the Transportation System. All stakeholders are included in the alternative development process while following these guides; one example is including consideration of the requirements for the City of Oxnard Bicycle and Pedestrian Facilities Master Plan.

During the Combined PSR-PR phase, the goal of the railroad-focused effort is to clearly define specific steps required during subsequent project phases to facilitate design approval of the proposed improvements by the railroads.

4.13 COST ESTIMATES

The Consultant will prepare conceptual cost estimates. The cost estimate forms will be included with the Combined PSR-PR. The project cost estimates will be completed in the Caltrans format, which includes the Project Cost Estimate Summary forms. The summary includes the cost estimates for road, structure, utilities and right-of-way.

4.14 RISK ANALYSIS

Consistent with the requirements of Appendix S of the Caltrans Project Development Procedures Manual, the Consultant will develop and maintain a risk register throughout the duration of the Combined PSR-PR. The risk analysis and the development and maintenance of the risk register will be completed in accordance with the "Caltrans Project Risk Management Handbook: A Scalable Approach."

4.15 QUALITY MANAGEMENT

The Consultant will maintain quality control procedures during preparation of documents, plans, and drawings related to the project. Subconsultants will be required to follow quality control procedures in performing their work for this engagement. The Consultant will prepare the necessary documents for circulation to Caltrans and the City. Preparation of the necessary copies will be the responsibility of the Consultant.

TASK 5 – PREPARATION OF THE COMBINED PSR-PDS

5.01 *Draft Combined PSR-PR*

5.02 *Final Combined PSR-PR*

5.01 DRAFT COMBINED PSR-PR

The Consultant will prepare the Draft Combined PSR-PR for review by the City and Caltrans. The Draft Combined PSR-PR will be prepared in accordance with the preparation procedures outlined in the Caltrans Guidelines for the Preparation of Project Reports in the Policy and Procedures Manual. Items in the report would include, but not limited to:

- Background and existing facility analysis
- Alternatives summary
- Project funding
- Corridor and system coordination
- Permits
- Cooperative agreements
- Schedules for future project phases
- FHWA Coordination

5.02 FINAL COMBINED PSR-PR

The Consultant will incorporate the Draft Combined PSR-PR review comments received from Caltrans and the City. A Final Combined PSR-PR will be submitted to the City and Caltrans for review and approval.

EXHIBIT C
COMPENSATION

TASK	BILLING HOURLY RATE	WKE		JLP		GPA		FUGRO		WMS		HJA		WERTH		TEAM TOTAL	
		TOTAL HOURS	LABOR COST	TOTAL HOURS	LABOR COST	TOTAL HOURS	LABOR COST	TOTAL HOURS	LABOR COST	TOTAL HOURS	LABOR COST	TOTAL HOURS	LABOR COST	TOTAL HOURS	LABOR COST	TOTAL HOURS	LABOR COST
R/W Data Sheets (inc Utilities and Railroad)		120	\$16,091	0	\$0	0	\$0	0	\$0	0	\$0	80	\$12,400	0	\$0	200	\$28,491
4.11 Transportation Management Plan (TMP)		0	\$0	138	\$20,481	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	138	\$20,481
4.12 Stakeholder Involvement		12	\$2,627	100	\$17,338	0	\$0	0	\$0	0	\$0	0	\$0	45	\$8,100	157	\$28,065
4.13 Cost Estimates		6	\$1,182	178	\$22,529	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	184	\$23,710
4.14 Risks Analysis		24	\$4,909	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	24	\$4,909
Identify Risks/Workshop		40	\$6,494	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	40	\$6,494
4.15 Quality Management		54	\$11,427	12	\$2,885	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	66	\$14,312
Quality Control/Quality Assurance		28	\$6,307	10	\$2,500	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	38	\$8,807
QA Documentation		1810	\$217,399	1512	\$200,745	1091	\$106,735	403	\$61,877	36	\$5,398	80	\$12,400	45	\$8,100	4977	\$612,654
5.0 Preparation of PSR-PR		16	\$1,439	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$1,439
5.0 Project Location Map		56	\$10,704	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	56	\$10,704
5.02 Background and Existing Facility		60	\$11,174	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	60	\$11,174
5.03 Alternatives Summary		10	\$2,101	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	10	\$2,101
5.04 Project Funding		4	\$788	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$788
5.05 Corridor and System Coordination		2	\$394	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$394
5.06 Required Permits		2	\$394	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$394
5.07 Cooperative Agreements		8	\$1,575	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,575
5.08 Develop Schedules for PS&E and Construction		8	\$1,840	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,840
5.09 FHWA Coordination		312	\$57,012	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	312	\$57,012
5.10 Draft PSR-PR		72	\$12,942	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	72	\$12,942
5.11 Final PSR-PR		550	\$100,364	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	550	\$100,364
Subtotal Task 5		3922	\$475,788	1640	\$228,592	1211	\$123,584	403	\$61,877	36	\$5,398	80	\$12,400	45	\$8,100	6507	\$915,739
Other Direct Costs			\$1,420		\$860		\$650		\$4,660		\$135		\$125		\$0		\$7,850
Travel			\$1,360		\$700		\$500		\$36,187		\$12,500		\$245		\$0		\$51,492
Other Direct Costs			\$2,780		\$1,560		\$1,150		\$40,847		\$12,635		\$370		\$0		\$59,342
TOTAL OTHER DIRECT COSTS			\$478,568		\$230,152		\$124,734		\$102,524		\$16,035		\$14,770		\$0		\$975,081

CONTRACT PRICING PROPOSAL		Page	1
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks			of 2
Name of Proposer WKE, Inc.		DIVISIONS/LOCATIONS Santa Ana, CA	
Home Office Address 400 N. Tustin Avenue, Suite 275, Santa Ana, CA 92705		CONTRACT NO. DS14--08	
Services to be Performed Project Management and Engineering Lead		TOTAL AMOUNT OF PROPOSAL \$975,081	
DETAILED DESCRIPTION OF COST ELEMENTS			
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost (\$)
Project Manager	370	\$263.01	\$97,315
Engineering Lead/Deputy PM	776	\$196.92	\$152,812
Structure Task Lead	44	\$196.92	\$8,665
Senior Project Engineer	246	\$190.23	\$46,796
Project Engineer	428	\$153.70	\$65,785
Senior Design Engineer	436	\$101.40	\$44,213
Design Engineer	516	\$89.97	\$46,424
Assistant Engineer	276	\$49.92	\$13,779
Total Direct Labor	3,092		\$475,788
2. Labor Overhead Rate	Rate		
	131.28%		
3. Travel*		Est. Cost (\$)	
a. Transportation		\$1,420	
b. Per Diem or Subsistence		\$0	
Total Travel			\$1,420
4. Subcontractors/Suppliers**		Est. Cost (\$)	
J.L Patterson & Associates		\$230,152	
GPA Consulting		\$124,734	
Fugro Consultants, Inc		\$102,724	
Hamner, Jewell & Associates		\$12,770	
WM Surveys, Inc		\$18,033	
Wertheimer Sculpture and Design		\$8,100	
Total Subcontractors/Suppliers			\$496,513
5. Other Direct Costs*			\$1,360
6. General & Admin. Expense (of Item No. 4)	0%		
7. Fee	10%		
TOTAL ESTIMATED COST AND FEE			\$975,081

* Itemize items on second page

** Attached pricing forms for all proposed subcontractors

Rice Ave-Fifth Street Grade Separation PSR-PR
October 2, 2014

WKE, Inc.		Project Manager	Engineering Lead/Deputy PM	Structure Task Lead	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Assistant Engineer		
TASK	BILLING HOURLY RATE	\$263.01	\$196.92	\$196.92	\$190.23	\$153.70	\$101.40	\$89.97	\$49.92	TOTAL HOURS	LABOR COST
1.0 Project Management and Administration											
1.01 Prepare and Update Project Management Plan		4	40							44	\$8,929
1.02 Prepare and Maintain Project Schedule		4	50							54	\$10,898
1.03 Project Documentation and Correspondence		12	40							52	\$11,033
1.04 Maintenance Project Files		12	24							36	\$7,882
1.05 Progress Reports/Invoicing		12	54							66	\$13,790
1.06 Project Team Coordination - Internal Staff Meeting/Coordination		24	24							48	\$11,038
1.07 Project Team Coordination - Sub-contractors		12	32							44	\$9,458
1.08 Establish Project Development Team (PDT)		12	8							20	\$4,732
Subtotal Task 1		92	272	0	0	0	0	0	0	364	\$77,760
2.0 Meetings and Coordination											
2.01 Prepare and Attend PDT Meetings/Minutes (18 Total)		60	44	4	4					112	\$25,994
2.02 Caltrans Functional Units - 6 Total (includes preparation)		32	16	4	4					56	\$13,116
2.03 Miscellaneous Coordination Meetings (Rail/Stakeholders) - 6		20	12		4					36	\$8,384
2.04 City of Oxnard Correspondence		60	16							76	\$18,932
Subtotal Task 2		172	88	8	12	0	0	0	0	280	\$66,426
3.0 Collect Existing Information and Material											
3.01 Collect Existing Information and Material			8		12	16		12		48	\$7,397
3.02 Field Visits and Review of Project Site (inc Site Photos)		4	8		12		8	8		40	\$6,441
Subtotal Task 3		4	16	0	24	16	8	20	0	88	\$13,838
4.0 Studies for PSR-PR											
4.01 Topographic Mapping			8		4	8		24		44	\$5,725
4.01.1 DTM Model from Mapping											
4.01.2 Survey and R/W Mapping					4	12		8		24	\$3,325
4.01.3 Encroachment Permit		2	2							4	\$920
4.02 Project Need and Purpose											
4.02.1 Develop Project Need and Purpose Statement		4	8							12	\$2,627
4.03 Traffic Study											
4.03.1 Traffic Counts										0	\$0
4.03.2 Traffic Forecasting										0	\$0
4.03.3 Accident Analysis										0	\$0
4.03.4 Intersection Analysis										0	\$0
4.03.5 Draft Traffic Report										0	\$0
4.03.6 Final Traffic Report										0	\$0
4.04 Environmental											
4.04.1 Preliminary Environmental Analysis Study (PEAR)										0	\$0
4.04.2 Natural Environmental Study, Minimal Impact (NESMI)										0	\$0
4.04.3 Initial Site Assessment (ISA)										0	\$0
4.04.4 APE/HPSR/ASR/PIR/HRER										0	\$0
4.04.5 Air Quality Assessment Report										0	\$0
4.04.6 Community Impact Assessment (CIA)										0	\$0
4.04.7 Farmland Form AD 1006										0	\$0
4.04.8 Section 7 Consultation										0	\$0
4.04.9 Draft and Final CE/CE										0	\$0
4.05 Drainage Investigations											
4.05.1 Storm Water Data Report (SWDR)			12				100	40	24	176	\$17,300
4.05.2 Conceptual Drainage Study Report			16				80	32	16	144	\$14,941
4.06 Geotechnical Investigations											
4.06.1 Field Exploration and Data Review										0	\$0
4.06.2 Structures Preliminary Geotechnical Report (SPGR)										0	\$0
4.06.3 Hazardous Waste Survey and Testing (optional)										0	\$0
4.07 Project Alternatives											
4.07.1 Geometric Development											
Identify Project Alternatives (No Build - 2 Alternatives)		2	4	4	8			8		26	\$4,343
Prepare Layout Plans (1" to 100' scale)			4		4		24	80	80	192	\$15,174
Prepare Road Profiles (1" to 100' scale)			4		4		24	24	20	76	\$7,140
Prepare Typical Sections			2		2		12	40	24	80	\$6,788
4.07.2 Advance Planning Studies (APS)											
Complete APS for 2 SPAN			2	16		80	80	40		218	\$27,552
Complete APS for 4 SPAN										0	\$0
4.07.3 Construction Staging											
Develop and Agree on Preferred Construction Staging Method			12	12	8			24		56	\$8,407
Prepare Stage Construction Plans (1"=400' scale)			4		8			80	80	172	\$13,501
Prepare Cross Sections for Critical Stages			2		4			24	32	62	\$4,912
4.07.4 Utility Plans											
Obtain Utility As-Built Information										0	\$0
Prepare Utility Drawings (Existing and Proposed Relocations)										0	\$0
4.08 Constructability Analysis/Review											
Incorporate Constructability comments into the Alternatives			8		8	24				40	\$6,786
4.09 Design Standards and Analysis											
Identify Non-Standard Geometric Features			4			32	24			60	\$8,140
Prepare Mandatory and Advisory Fact Sheets			4			80	24			108	\$15,518
4.10 R/W Impacts and Analysis											
Determine R/W Requirements			8			24				32	\$5,264
R/W Data Sheets (inc Utilities and Railroad)			8		12	40	60			120	\$16,091
4.11 Transportation Management Plan (TMP)											
TMP Data Sheets										0	\$0
4.12 Stakeholder Involvement											
Context Sensitive Solutions (CSS) and Rail Road Management		4	8							12	\$2,627
4.13 Cost Estimates											
Project Cost Estimate Summary (Road, Structure, Right of Way)			4	2						6	\$1,182
4.14 Risks Analysis											
Identify Risks/Workshop		8	8			8				24	\$4,909
Prepare Risk Register			8			32				40	\$6,494
4.15 Quality Management											
Quality Control/Quality Assurance		12	40	2						54	\$11,427
QA Documentation		12	16							28	\$6,307
Subtotal Task 4		44	196	36	66	340	428	424	276	1810	\$217,399

WKE, Inc.		Project Manager	Engineering Lead/Deputy PM	Structure Task Lead	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Assistant Engineer	TOTAL HOURS	LABOR COST
TASK	BILLING HOURLY RATE	\$263.01	\$196.92	\$196.92	\$190.23	\$153.70	\$101.40	\$89.97	\$49.92		
5.0	Preparation of PSR-PR							16		16	\$1,439
5.0	Project Location Map				24	16				56	\$10,704
5.02	Background and Existing Facility	8	8		32	16				60	\$11,174
5.03	Alternatives Summary	4	8							10	\$2,101
5.04	Project Funding	2	8							4	\$788
5.05	Corridor and System Coordination		4							2	\$394
5.06	Required Permits		2							2	\$394
5.07	Cooperative Agreements		2							8	\$1,575
5.08	Develop Schedules for PS&E and Construction		8							8	\$1,840
5.09	FHWA Coordination	4	4							312	\$57,012
5.10	Draft PSR-PR	32	120		80	40		40		72	\$12,942
5.11	Final PSR-PR	8	40		8			16		350	\$100,364
	Subtotal Task 5	58	204	0	144	72	0	72	0	3092	\$475,788
	SUBTOTAL	370	776	44	246	428	436	516	276		
Other Direct Costs											
Travel											\$1,420
Other Direct Costs											\$1,360
TOTAL OTHER DIRECT COSTS											\$2,780
TOTAL											\$478,568

**Rice Avenue Grade Separation at Fifth Street/UPRR Tracks Project
WKE Staff and Rates**

		2014	2015	Average	Hourly	Billing
Project Manager	Carlos	\$100.96	\$103.99	\$103.38	\$103.38	\$263.01
Task Lead	Dan Weddell	\$74.25	\$76.48	\$76.03	\$77.40	\$196.92
	Michael Hynes	\$76.93	\$79.24	\$78.78		
Senior Project Engineer	Hank Nguyen	\$68.94	\$71.01	\$70.59	\$74.77	\$190.23
	Vinh Trinh	\$73.19	\$75.39	\$74.95		
	John Zheng	\$76.93	\$79.24	\$78.78		
Project Engineer	Mainak Dey	\$59.00	\$60.77	\$60.42	\$60.42	\$153.70
Senior Design Engineer	Joe Carbajal	\$39.00	\$40.17	\$39.94	\$39.86	\$101.40
	Yosuke Arai	\$38.85	\$40.02	\$39.78		
Design Engineer	Henry Tong	\$35.70	\$36.77	\$36.56	\$35.36	\$89.97
	Akshay Banesh	\$33.37	\$34.37	\$34.17		
Assistant Engineer/ CADD Tech	Sravanthi Sridhar	\$28.84	\$29.71	\$29.53	\$19.62	\$49.92
	Ryan Quach	\$28.65	\$29.51	\$29.34		
Administrative	Eric	\$21.50	\$22.15	\$22.02	\$21.76	\$55.36
	Christine	\$21.00	\$21.63	\$21.50		

SUBCONSULTANT FORMS

Rice Ave-Fifth Street Grade Separation PSR-PR
October 2, 2014

JLP		Project Manager	Senior Civil Engineer	Senior Traffic Engineer	Rail Coordinator	Rail/Utility Coordinator	Design Engineer	Senior CADD Designer	CADD Designer	TOTAL HOURS	LABOR COST
TASK	BILLING HOURLY RATE	\$264.41	\$192.50	\$158.81	\$165.00	\$137.50	\$137.50	\$101.75	\$79.75		
1.0 Project Management and Administration											
1.01 Prepare and Update Project Management Plan										0	\$0
1.02 Prepare and Maintain Project Schedule										0	\$0
1.03 Project Documentation and Correspondence										0	\$0
1.04 Maintenance Project Files										0	\$0
1.05 Progress Reports/Invoicing		8	8							16	\$3,655
1.06 Project Team Coordination - Internal Staff Meeting/Coordination		8	12							20	\$4,425
1.07 Project Team Coordination - Sub-contractors		8								8	\$2,115
1.08 Establish Project Development Team (PDT)		8								8	\$2,115
Subtotal Task 1		32	20	0	0	0	0	0	0	52	\$12,311
2.0 Meetings and Coordination											
2.01 Prepare and Attend PDT Meetings/Minutes (18 Total)		8	12	4						24	\$5,061
2.02 Caltrans Functional Units - 6 Total (includes preparation)		8	12	4	12					36	\$7,041
2.03 Miscellaneous Coordination Meetings (Rail/Stakeholders) - 6 Total		8			8					16	\$3,435
2.04 City of Oxnard Correspondence										0	\$0
Subtotal Task 2		24	24	8	20	0	0	0	0	76	\$15,536
3.0 Collect Existing Information and Material											
3.01 Collect Existing Information and Material										0	\$0
3.02 Field Visits and Review of Project Site (inc Site Photos)										0	\$0
Subtotal Task 3		0	0	0	0	0	0	0	0	0	\$0
4.0 Studies for PSR-PR											
4.01 Topographic Mapping											
4.01.1 Aerial Mapping and Project Control										0	\$0
4.01.2 Survey and R/W Mapping										0	\$0
4.01.3 Easement Permit										0	\$0
4.02 Project Need and Purpose											
4.02.1 Develop Project Need and Purpose Statement										0	\$0
4.03 Traffic Study											
4.03.1 Traffic Counts				8			16	16		40	\$5,099
4.03.2 Traffic Forecasting				12			24			36	\$5,206
4.03.3 Accident Analysis				12			12	24		48	\$5,998
4.03.4 Intersection Analysis		2	4	32			32	40		110	\$14,851
4.03.5 Draft Traffic Report		2	4	60			60		40	166	\$22,268
4.03.6 Final Traffic Report		2	2	16			24		8	52	\$7,393
4.04 Environmental											
4.04.1 Preliminary Environmental Analysis Study (PEAR)										0	\$0
4.04.2 Natural Environmental Study, Minimal Impact (NESMI)										0	\$0
4.04.3 Initial Site Assessment (ISA)										0	\$0
4.04.4 APE/HPSR/ASR/PIR/HRER										0	\$0
4.04.5 Air Quality Assessment Report										0	\$0
4.04.6 Community Impact Assessment (CIA)										0	\$0
4.04.7 Farmland Form AD 1006										0	\$0
4.04.8 Section 7 Consultation										0	\$0
4.04.9 Draft and Final CE/CE										0	\$0
4.05 Drainage Investigations											
4.05.1 Storm Water Data Report (SWDR)										0	\$0
4.05.2 Conceptual Drainage Study Report										0	\$0
4.06 Geotechnical Investigations											
4.06.1 Field Exploration and Data Review										0	\$0
4.06.2 Structures Preliminary Geotechnical Report (SPGR)										0	\$0
4.06.3 Hazardous Waste Survey and Testing (optional)										0	\$0
4.07 Project Alternatives											
4.07.1 Geometric Development											
Identify Project Alternatives (No Build = 2 Alternatives)										0	\$0
Prepare Layout Plans (1" to 100' scale)										0	\$0
Prepare Road Profiles (1" to 100' scale)										0	\$0
Prepare Typical Sections										0	\$0
4.07.2 Advance Planning Studies (APS)											
Complete APS for 2 SPAN										0	\$0
Complete APS for 4 SPAN		8	40				60	80		188	\$26,205
4.07.3 Construction Staging											
Develop and Agree on Preferred Construction Staging Method										0	\$0
Prepare Stage Construction Plans (1"-400' scale)										0	\$0
Prepare Cross Sections for Critical Stages										0	\$0
4.07.4 Utility Plans											
Obtain Utility As-Built Information			4			60		100		164	\$19,195
Prepare Utility Drawings (Existing and Proposed Relocations)		2	4		4	60		120	80	270	\$28,799
4.08 Constructability Analysis/Review											
Incorporate Constructability comments into the Alternatives										0	\$0
4.09 Design Standards and Analysis											
Identify Non-Standard Geometric Features										0	\$0
Prepare Mandatory and Advisory Fact Sheets										0	\$0
4.10 R/W Impacts and Analysis											
Determine R/W Requirements										0	\$0
R/W Data Sheets (inc Utilities and Railroad)										0	\$0
4.11 Transportation Management Plan (TMP)											
TMP Data Sheets			8	50			80			138	\$20,481
4.12 Stakeholder Involvement											
Context Sensitive Solutions (CSS) and Rail Road Management		4	16		80					100	\$17,338
4.13 Cost Estimates											
Project Cost Estimate Summary (Road, Structure, Right of Way)		2	8		8		80	80		178	\$22,529
4.14 Risks Analysis											
Identify Risks/Workshop										0	\$0
Prepare Risk Register										0	\$0
4.15 Quality Management											
Quality Control/Quality Assurance		8	4							12	\$2,885
QA Documentation		8	2							10	\$2,500
Subtotal Task 4		38	96	190	92	120	388	460	128	1512	\$200,745

JLP		Project Manager	Senior Civil Engineer	Senior Traffic Engineer	Rail Coordinator	Rail-Utility Coordinator	Design Engineer	Senior CADD Designer	CADD Designer	TOTAL HOURS	LABOR COST
TASK	BILLING HOURLY RATE	\$264.41	\$192.50	\$158.81	\$165.00	\$137.50	\$137.50	\$101.75	\$79.75		
5.0 Preparation of PSR-PR										0	\$0
5.0 Project Location Map										0	\$0
5.02 Background and Existing Facility										0	\$0
5.03 Alternatives Summary										0	\$0
5.04 Project Funding										0	\$0
5.05 Corridor and System Coordination										0	\$0
5.06 Required Permits										0	\$0
5.07 Cooperative Agreements										0	\$0
5.08 Develop Schedules for PS&E and Construction										0	\$0
5.09 FHWA Coordination										0	\$0
5.10 Draft PSR-PR										0	\$0
5.11 Final PSR-PR										0	\$0
Subtotal Task 5		0	0	0	0	0	0	0	0	0	\$0
	SUBTOTAL	94	140	198	112	120	388	460	128	1640	\$228,592
Other Direct Costs											
Travel		8 trips to Oxnard									\$860
Other Direct Costs											\$700
TOTAL OTHER DIRECT COSTS											\$1,560
TOTAL											\$230,152

CONTRACT PRICING PROPOSAL						Page 1
City of Oxnard – Rice Avenue Grade Separation at Fifth Street/UPRR Tracks						
Name of Proposer GPA Consulting						DIVISIONS/LOCATIONS Los Angeles and El Segundo
Home Office Address 231 California Steet, El Segundo, CA 90245						CONTRACT NO. DS14--08
Services to be Performed Environmental Services						TOTAL AMOUNT OF PROPOSAL \$124,734
DETAILED DESCRIPTION OF COST ELEMENTS						
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost (\$)	Total Est. Cost		
Principal Env. Planner	58	\$198.68	\$11,523			
Senior Env. Planner/ Task Manager	229	\$111.27	\$25,481			
Associate Env. Planner	24	\$92.70	\$2,225			
Assistant Env. Planner	286	\$62.26	\$17,806			
Senior Biologist/ Task Manager	34	\$139.06	\$4,728			
Senior Biologist	108	\$112.59	\$12,160			
Associate Biologist/ GIS Mapping	146	\$80.99	\$11,825			
Associate Biologist	16	\$63.36	\$1,014			
Principal Arch. Historian	8	\$168.21	\$1,346			
Senior Arch. Historian	140	\$101.24	\$14,174			
Ambient	50	\$159.50	\$7,975			
Duke CRM	112	\$119	\$13,328			
Total Direct Labor	1,211				\$123,584	
2. Labor Overhead Rate	Rate					
	150.44%					
3. Travel			Est. Cost (\$)			
a. Transportation (5 trips to Oxnard)			\$650			
b. Per Diem or Subsistence			\$0			
Total Travel				\$650		
4. Subcontractors/Suppliers			Est. Cost (\$)			
Total Subcontractors/Suppliers				\$0		
5. Other Direct Costs (Printing)				\$500		
6. General & Admin. Expense (of Item No. 4)			0%			
7. Fee			10%			
TOTAL ESTIMATED COST AND FEE				\$124,734		

Rice Ave-Fifth Street Grade Separation PSR-PR
October 2, 2014

Fugro		Principal Engineer	Associate Engineer	Senior Project Engineer	Senior Staff Engineer	CADD Operator	Word Processor						
TASK	BILLING HOURLY RATE	\$194.92	\$183.60	\$141.25	\$97.28	\$140.58	\$65.93					TOTAL HOURS	LABOR COST
1.0 Project Management and Administration													
1.01 Prepare and Update Project Management Plan												0	\$0
1.02 Prepare and Maintain Project Schedule												0	\$0
1.03 Project Documentation and Correspondence												0	\$0
1.04 Maintenance Project Files												0	\$0
1.05 Progress Reports/Invoicing												0	\$0
1.06 Project Team Coordination - Internal Staff Meeting/Coordination												0	\$0
1.07 Project Team Coordination - Sub-contractors												0	\$0
1.08 Establish Project Development Team (PDT)												0	\$0
Subtotal Task 1		0	0	0	0	0	0	0	0	0	0	0	\$0
2.0 Meetings and Coordination													
2.01 Prepare and Attend PDT Meetings/Minutes (18 Total)												0	\$0
2.02 Caltrans Functional Units - 6 Total (includes preparation)												0	\$0
2.03 Miscellaneous Coordination Meetings (Rail/Stakeholders) - 6												0	\$0
2.04 City of Oxnard Correspondence												0	\$0
Subtotal Task 2		0	0	0	0	0	0	0	0	0	0	0	\$0
3.0 Collect Existing Information and Material													
3.01 Collect Existing Information and Material												0	\$0
3.02 Field Visits and Review of Project Site (inc Site Photos)												0	\$0
Subtotal Task 3		0	0	0	0	0	0	0	0	0	0	0	\$0
4.0 Studies for PSR-PR													
4.01 Topographic Mapping												0	\$0
4.01.1 DTM Model from Mapping												0	\$0
4.01.2 Survey and R/W Mapping												0	\$0
4.01.3 Encroachment Permit												0	\$0
4.02 Project Need and Purpose												0	\$0
4.02.1 Develop Project Need and Purpose Statement												0	\$0
4.03 Traffic Study												0	\$0
4.03.1 Traffic Counts												0	\$0
4.03.2 Traffic Forecasting												0	\$0
4.03.3 Accident Analysis												0	\$0
4.03.4 Intersection Analysis												0	\$0
4.03.5 Draft Traffic Report												0	\$0
4.03.6 Final Traffic Report												0	\$0
4.04 Environmental												0	\$0
4.04.1 Preliminary Environmental Analysis Study (PEAR)												0	\$0
4.04.2 Natural Environmental Study, Minimal Impact (NESMI)												0	\$0
4.04.3 Initial Site Assessment (ISA)												0	\$0
4.04.4 APE/IPS/ASR/PIR/HRER												0	\$0
4.04.5 Air Quality Assessment Report												0	\$0
4.04.6 Community Impact Assessment (CIA)												0	\$0
4.04.7 Farmland Form AD 1006												0	\$0
4.04.8 Section 7 Consultation												0	\$0
4.04.9 Draft and Final CE/CE												0	\$0
4.05 Drainage Investigations												0	\$0
4.05.1 Storm Water Data Report (SWDR)												0	\$0
4.05.2 Conceptual Drainage Study Report												0	\$0
4.06 Geotechnical Investigations												0	\$0
4.06.1 Field Exploration and Data Review			2	4	24							30	\$3,267
4.06.2 Structures Preliminary Geotechnical Report (SPGR)		18	20	20		6	3					67	\$11,047
4.06.3 Hazardous Waste Survey and Testing (optional)		60	101	67	51	15	12					306	\$47,563
4.07 Project Alternatives													
4.07.1 Geometric Development													
Identify Project Alternatives (No Build + 2 Alternatives)												0	\$0
Prepare Layout Plans (1" to 100' scale)												0	\$0
Prepare Road Profiles (1" to 100' scale)												0	\$0
Prepare Typical Sections												0	\$0
4.07.2 Advance Planning Studies (APS)													
Complete APS for 2 SPAN												0	\$0
Complete APS for 4 SPAN												0	\$0
4.07.3 Construction Staging													
Develop and Agree on Preferred Construction Staging Method												0	\$0
Prepare Stage Construction Plans (1"=400' scale)												0	\$0
Prepare Cross Sections for Critical Stages												0	\$0
4.07.4 Utility Plans													
Obtain Utility As-Built Information												0	\$0
Prepare Utility Drawings (Existing and Proposed Relocations)												0	\$0
4.08 Constructability Analysis/Review													
Incorporate Constructability comments into the Alternatives												0	\$0
4.09 Design Standards and Analysis													
Identify Non-Standard Geometric Features												0	\$0
Prepare Mandatory and Advisory Fact Sheets												0	\$0
4.10 R/W Impacts and Analysis													
Determine R/W Requirements												0	\$0
R/W Data Sheets (inc Utilities and Railroad)												0	\$0
4.11 Transportation Management Plan (TMP)													
TMP Data Sheets												0	\$0
4.12 Stakeholder Involvement													
Context Sensitive Solutions (CSS) and Rail Road Management												0	\$0
4.13 Cost Estimates													
Project Cost Estimate Summary (Road, Structure, Right of Way)												0	\$0
4.14 Risks Analysis													
Identify Risks/Workshop												0	\$0
Prepare Risk Register												0	\$0
4.15 Quality Management													
Quality Control/Quality Assurance												0	\$0
QA Documentation												0	\$0
Subtotal Task 4		78	123	91	75	21	15	0	0	0	0	403	\$61,877

Fugro		Principal Engineer	Associate Engineer	Senior Project Engineer	Senior Staff Engineer	CADD Operator	Word Processor				
TASK	BILLING HOURLY RATE	\$194.92	\$183.60	\$141.25	\$97.28	\$140.58	\$65.93			TOTAL HOURS	LABOR COST
5.0 Preparation of PSR-PR											
5.0 Project Location Map										0	\$0
5.02 Background and Existing Facility										0	\$0
5.03 Alternatives Summary										0	\$0
5.04 Project Funding										0	\$0
5.05 Corridor and System Coordination										0	\$0
5.06 Required Permits										0	\$0
5.07 Cooperative Agreements										0	\$0
5.08 Develop Schedules for PS&E and Construction										0	\$0
5.09 FHWA Coordination										0	\$0
5.10 Draft PSR-PR										0	\$0
5.11 Final PSR-PR										0	\$0
Subtotal Task 5		0	0	0	0	0	0	0	0	0	\$0
	SUBTOTAL	78	123	91	75	21	15	0	0	403	\$61,877
Other Direct Costs											
Travel											\$4,660
Other Direct Costs											\$36,187
	TOTAL OTHER DIRECT COSTS										\$40,847
	TOTAL										\$102,724

CONTRACT PRICING PROPOSAL						Page 1
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks						
Name of Proposer WM Surveys, Inc						DIVISIONS/LOCATIONS Ventura, CA
Home Office Address 2747 Sherwin Avenue, Suite 12, Ventura CA 93003						CONTRACT NO. DS14--08
Services to be Performed Survey and Right of Way Engineering						TOTAL AMOUNT OF PROPOSAL \$18,033
DETAILED DESCRIPTION OF COST ELEMENTS						
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost (\$)	Total Est. Cost		
Lead Surveyor	12	\$153.80	\$1,846			
Field Surveyor	24	\$148.02	\$3,552			
			\$0			
			\$0			
			\$0			
			\$0			
			\$0			
			\$0			
			\$0			
			\$0			
			\$0			
			\$0			
Total Direct Labor	36			\$5,398		
2. Labor Overhead Rate	Rate					
	125.00%					
3. Travel			Est. Cost (\$)			
a. Transportation			\$135			
b. Per Diem or Subsistence			\$0			
		Total Travel		\$135		
4. Subcontractors/Suppliers			Est. Cost (\$)			
Central Coast Aerial Mapping, San Luis Obispo			\$12,500			
		Total Subcontractors/Suppliers		\$12,500		
5. Other Direct Costs (Printing)				\$0		
6. General & Admin. Expense		0%				
7. Fee		10%				
TOTAL ESTIMATED COST AND FEE				\$18,033		

Rice Ave-Fifth Street Grade Separation PSR-PR
October 2, 2014

WM Surveys, Inc		Lead Surveyor	Field Surveyor									
TASK	BILLING HOURLY RATE	\$153.80	\$148.02								TOTAL HOURS	LABOR COST
1.0	Project Management and Administration											
1.01	Prepare and Update Project Management Plan										0	\$0
1.02	Prepare and Maintain Project Schedule										0	\$0
1.03	Project Documentation and Correspondence										0	\$0
1.04	Maintenance Project Files										0	\$0
1.05	Progress Reports/Invoicing										0	\$0
1.06	Project Team Coordination - Internal Staff Meeting/Coordination										0	\$0
1.07	Project Team Coordination - Sub-contractors										0	\$0
1.08	Establish Project Development Team (PDT)										0	\$0
	Subtotal Task 1	0	0	0	0	0	0	0	0	0	0	\$0
2.0	Meetings and Coordination											
2.01	Prepare and Attend PDT Meetings/Minutes (18 Total)										0	\$0
2.02	Caltrans Functional Units - 6 Total (includes preparation)										0	\$0
2.03	Miscellaneous Coordination Meetings (Rail/Stakeholders) - 6										0	\$0
2.04	City of Oxnard Correspondence										0	\$0
	Subtotal Task 2	0	0	0	0	0	0	0	0	0	0	\$0
3.0	Collect Existing Information and Material											
3.01	Collect Existing Information and Material										0	\$0
3.02	Field Visits and Review of Project Site (inc Site Photos)										0	\$0
	Subtotal Task 3	0	0	0	0	0	0	0	0	0	0	\$0
4.0	Studies for PSR-PR											
4.01	Topographic Mapping										0	\$0
4.01.1	DTM Model from Mapping										0	\$0
4.01.2	Survey and R/W Mapping	12	24								36	\$5,398
4.01.3	Encroachment Permit										0	\$0
4.02	Project Need and Purpose											
4.02.1	Develop Project Need and Purpose Statement										0	\$0
4.03	Traffic Study											
4.03.1	Traffic Counts										0	\$0
4.03.2	Traffic Forecasting										0	\$0
4.03.3	Accident Analysis										0	\$0
4.03.4	Intersection Analysis										0	\$0
4.03.5	Draft Traffic Report										0	\$0
4.03.6	Final Traffic Report										0	\$0
4.04	Environmental											
4.04.1	Preliminary Environmental Analysis Study (PEAR)										0	\$0
4.04.2	Natural Environmental Study, Minimal Impact (NESMI)										0	\$0
4.04.3	Initial Site Assessment (ISA)										0	\$0
4.04.4	APE/HPSR/ASR/PIR/HRER										0	\$0
4.04.5	Air Quality Assessment Report										0	\$0
4.04.6	Community Impact Assessment (CIA)										0	\$0
4.04.7	Farmland Form AD 1006										0	\$0
4.04.8	Section 7 Consultation										0	\$0
4.04.9	Draft and Final CE/CE										0	\$0
4.05	Drainage Investigations											
4.05.1	Storm Water Data Report (SWDR)										0	\$0
4.05.2	Conceptual Drainage Study Report										0	\$0
4.06	Geotechnical Investigations											
4.06.1	Field Exploration and Data Review										0	\$0
4.06.2	Structures Preliminary Geotechnical Report (SPGR)										0	\$0
4.06.3	Hazardous Waste Survey and Testing (optional)										0	\$0
4.07	Project Alternatives											
4.07.1	Geometric Development											
	Identify Project Alternatives (No Build - 2 Alternatives)										0	\$0
	Prepare Layout Plans (1" to 100' scale)										0	\$0
	Prepare Road Profiles (1" to 100' scale)										0	\$0
	Prepare Typical Sections										0	\$0
4.07.2	Advance Planning Studies (APS)											
	Complete APS for 2 SPAN										0	\$0
	Complete APS for 4 SPAN										0	\$0
4.07.3	Construction Staging											
	Develop and Agree on Preferred Construction Staging Method										0	\$0
	Prepare Stage Construction Plans (1"-400' scale)										0	\$0
	Prepare Cross Sections for Critical Stages										0	\$0
4.07.4	Utility Plans											
	Obtain Utility As-Built Information										0	\$0
	Prepare Utility Drawings (Existing and Proposed Relocations)										0	\$0
4.08	Constructability Analysis/Review											
	Incorporate Constructability comments into the Alternatives										0	\$0
4.09	Design Standards and Analysis											
	Identify Non-Standard Geometric Features										0	\$0
	Prepare Mandatory and Advisory Fact Sheets										0	\$0
4.10	R/W Impacts and Analysis											
	Determine R/W Requirements										0	\$0
	R/W Data Sheets (inc Utilities and Railroad)										0	\$0
4.11	Transportation Management Plan (TMP)											
	TMP Data Sheets										0	\$0
4.12	Stakeholder Involvement											
	Context Sensitive Solutions (CSS) and Rail Road Management										0	\$0
4.13	Cost Estimates											
	Project Cost Estimate Summary (Road, Structure, Right of Way)										0	\$0
4.14	Risks Analysis											
	Identify Risks/Workshop										0	\$0
	Prepare Risk Register										0	\$0
4.15	Quality Management											
	Quality Control/Quality Assurance										0	\$0
	QA Documentation										0	\$0
	Subtotal Task 4	12	24	0	0	0	0	0	0	0	36	\$5,398

WM Surveys, Inc		Lead Surveyor	Field Surveyor								
TASK	BILLING HOURLY RATE	\$153.80	\$148.02							TOTAL HOURS	LABOR COST
5.0	Preparation of PSR-PR									0	\$0
5.0	Project Location Map									0	\$0
5.02	Background and Existing Facility									0	\$0
5.03	Alternatives Summary									0	\$0
5.04	Project Funding									0	\$0
5.05	Corridor and System Coordination									0	\$0
5.06	Required Permits									0	\$0
5.07	Cooperative Agreements									0	\$0
5.08	Develop Schedules for PS&E and Construction									0	\$0
5.09	FHWA Coordination									0	\$0
5.10	Draft PSR-PR									0	\$0
5.11	Final PSR-PR									0	\$0
Subtotal Task 5		0	0	0	0	0	0	0	0	0	\$0
SUBTOTAL		12	24	0	0	0	0	0	0	36	\$5,399
Other Direct Costs											
Travel											\$135
Other Direct Costs											\$12,500
TOTAL OTHER DIRECT COSTS											\$12,635
TOTAL											\$18,033

Rice Ave-Fifth Street Grade Separation PSR-PR
October 2, 2014

[illegible]

CONTRACT PRICING PROPOSAL			Page 1	
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer Hamner-Jewell Associates			DIVISIONS/LOCATIONS Ventura and Pismo Beach	
Home Office Address 4476 Market Street, Suite 601, Ventura CA 93003			CONTRACT NO. DS14--08	
Services to be Performed Right of Way Support - Planning and Cost Estimating			TOTAL AMOUNT OF PROPOSAL \$12,770	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost (\$)	Total Est. Cost
Real Estate Consultant	80	\$155.00	\$12,400	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
Total Direct Labor	80			\$12,400
2. Labor Overhead Rate	Rate			
	136.50%			
3. Travel			Est. Cost (\$)	
a. Transportation			\$125	
b. Per Diem or Subsistence			\$0	
Total Travel				\$125
4. Subcontractors/Suppliers			Est. Cost (\$)	
Total Subcontractors/Suppliers				\$0
5. Other Direct Costs (Printing)				\$245
6. General & Admin. Expense		0%		
7. Fee		10%		
TOTAL ESTIMATED COST AND FEE				\$12,770

CONTRACT PRICING PROPOSAL			Page 1	
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer			DIVISIONS/LOCATIONS	
Wertheimer Sculpture and Design			Ventura, CA	
Home Office Address			CONTRACT NO.	
			DS14--08	
Services to be Performed			TOTAL AMOUNT OF PROPOSAL	
Aesthetics			\$8,100	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost (\$)	Total Est. Cost
Senior Architect	45	\$180.00	\$8,100	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
Total Direct Labor	45			\$8,100
2. Labor Overhead Rate	Rate			
	143.00%			
3. Travel			Est. Cost (\$)	
a. Transportation			\$0	
b. Per Diem or Subsistence			\$0	
Total Travel				\$0
4. Subcontractors/Suppliers			Est. Cost (\$)	
Total Subcontractors/Suppliers				\$0
5. Other Direct Costs (Printing)				\$0
6. General & Admin. Expense		0%		
7. Fee		10%		
TOTAL ESTIMATED COST AND FEE				\$8,100

Rice Ave-Fifth Street Grade Separation PSR-PR
October 2, 2014

Hamner-Jewell Associates		Senior Architect										
TASK	BILLING HOURLY RATE	\$180.00								TOTAL HOURS	LABOR COST	
1.0	Project Management and Administration											
1.01	Prepare and Update Project Management Plan									0	\$0	
1.02	Prepare and Maintain Project Schedule									0	\$0	
1.03	Project Documentation and Correspondence									0	\$0	
1.04	Maintenance Project Files									0	\$0	
1.05	Progress Reports/Invoicing									0	\$0	
1.06	Project Team Coordination - Internal Staff Meeting/Coordination									0	\$0	
1.07	Project Team Coordination - Sub-contractors									0	\$0	
1.08	Establish Project Development Team (PDT)									0	\$0	
	Subtotal Task 1	0	0	0	0	0	0	0	0	0	\$0	
2.0	Meetings and Coordination											
2.01	Prepare and Attend PDT Meetings/Minutes (18 Total)									0	\$0	
2.02	Caltrans Functional Units - 6 Total (includes preparation)									0	\$0	
2.03	Miscellaneous Coordination Meetings (Rail/Stakeholders) - 6									0	\$0	
2.04	City of Oxnard Correspondence									0	\$0	
	Subtotal Task 2	0	0	0	0	0	0	0	0	0	\$0	
3.0	Collect Existing Information and Material											
3.01	Collect Existing Information and Material									0	\$0	
3.02	Field Visits and Review of Project Site (inc Site Photos)									0	\$0	
	Subtotal Task 3	0	0	0	0	0	0	0	0	0	\$0	
4.0	Studies for PSR-PR											
4.01	Topographic Mapping											
4.01.1	DTM Model from Mapping									0	\$0	
4.01.2	Survey and R/W Mapping									0	\$0	
4.01.3	Encroachment Permit									0	\$0	
4.02	Project Need and Purpose											
4.02.1	Develop Project Need and Purpose Statement									0	\$0	
4.03	Traffic Study											
4.03.1	Traffic Counts									0	\$0	
4.03.2	Traffic Forecasting									0	\$0	
4.03.3	Accident Analysis									0	\$0	
4.03.4	Intersection Analysis									0	\$0	
4.03.5	Draft Traffic Report									0	\$0	
4.03.6	Final Traffic Report									0	\$0	
4.04	Environmental											
4.04.1	Preliminary Environmental Analysis Study (PEAR)									0	\$0	
4.04.2	Natural Environmental Study, Minimal Impact (NESMI)									0	\$0	
4.04.3	Initial Site Assessment (ISA)									0	\$0	
4.04.4	APE/HPSR/ASR/PIR/HRER									0	\$0	
4.04.5	Air Quality Assessment Report									0	\$0	
4.04.6	Community Impact Assessment (CIA)									0	\$0	
4.04.7	Farmland Form AD 1006									0	\$0	
4.04.8	Section 7 Consultation									0	\$0	
4.04.9	Draft and Final CE/CE									0	\$0	
4.05	Drainage Investigations											
4.05.1	Storm Water Data Report (SWDR)									0	\$0	
4.05.2	Conceptual Drainage Study Report									0	\$0	
4.06	Geotechnical Investigations											
4.06.1	Field Exploration and Data Review									0	\$0	
4.06.2	Structures Preliminary Geotechnical Report (SPGR)									0	\$0	
4.06.3	Hazardous Waste Survey and Testing (optional)									0	\$0	
4.07	Project Alternatives											
4.07.1	Geometric Development											
	Identify Project Alternatives (No Build + 2 Alternatives)									0	\$0	
	Prepare Layout Plans (1" to 100' scale)									0	\$0	
	Prepare Road Profiles (1" to 100' scale)									0	\$0	
	Prepare Typical Sections									0	\$0	
4.07.2	Advance Planning Studies (APS)											
	Complete APS for 2 SPAN									0	\$0	
	Complete APS for 4 SPAN									0	\$0	
4.07.3	Construction Staging											
	Develop and Agree on Preferred Construction Staging Method									0	\$0	
	Prepare Stage Construction Plans (1"-400' scale)									0	\$0	
	Prepare Cross Sections for Critical Stages									0	\$0	
4.07.4	Utility Plans											
	Obtain Utility As-Built Information									0	\$0	
	Prepare Utility Drawings (Existing and Proposed Relocations)									0	\$0	
4.08	Constructability Analysis/Review											
	Incorporate Constructability comments into the Alternatives									0	\$0	
4.09	Design Standards and Analysis											
	Identify Non-Standard Geometric Features									0	\$0	
	Prepare Mandatory and Advisory Fact Sheets									0	\$0	
4.10	R/W Impacts and Analysis											
	Determine R/W Requirements									0	\$0	
	R/W Data Sheets (inc Utilities and Railroad)									0	\$0	
4.11	Transportation Management Plan (TMP)											
	TMP Data Sheets									0	\$0	
4.12	Stakeholder Involvement											
	Context Sensitive Solutions (CSS) and Rail Road Management	45								45	\$8,100	
4.13	Cost Estimates											
	Project Cost Estimate Summary (Road, Structure, Right of Way)									0	\$0	
4.14	Risks Analysis											
	Identify Risks/Workshop									0	\$0	
	Prepare Risk Register									0	\$0	
4.15	Quality Management											
	Quality Control/Quality Assurance									0	\$0	
	QA Documentation									0	\$0	
	Subtotal Task 4	45	0	0	0	0	0	0	0	45	\$8,100	

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

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

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

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

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

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

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

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

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

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

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

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

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

10/14

ATTACHMENT 1
PAGE 58 OF 64

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

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

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**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

- ☐
- GENERAL
-
- ☐
- PRODUCTS/COMPLETED OPERATIONS
-
- ☐
- PERSONAL & ADVERTISING INJURY
-
- ☐
- FIRE DAMAGE
-
- ☐
- _____
-
- ☐
- _____

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

Name: _____

Address: _____

Telephone: (_____) _____

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

- 1. INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- 2. CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- 3. SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- 4. CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- 5. PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- 6. SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: (_____) _____ Date Signed: _____

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

ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:Insurance Company: _____
Policy No.: _____
Policy Period: (from) _____ (to) _____
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

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

NAMED INSURED _____

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

- ☐
- COMMERCIAL AUTO POLICY
-
- ☐
- BUSINESS AUTO POLICY
-
- ☐
- OTHER

OTHER PROVISIONS**LIMIT OF LIABILITY**

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

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

Name: _____

Address: _____

Telephone: () _____

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

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

- a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
-
- b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDERCITY OF OXNARD
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard, CA 93030**AUTHORIZED REPRESENTATIVE**☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: () _____ Date Signed _____



CERTIFICATE OF LIABILITY INSURANCE

WKEINC0-01

ROSEM

DATE (MM/DD/YYYY)

11/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768
IOA Insurance Services-SD
4350 La Jolla Village Drive, Suite 900
San Diego, CA 92122

CONTACT NAME: Ali Smith
PHONE (A/C, No, Ext): (619) 574-6220 FAX (A/C, No): (619) 574-6288
E-MAIL ADDRESS: Ali.Smith@ioausa.com

INSURED

WKE, Inc.
400 N. Tustin Ave., #275
Santa Ana, CA 92705

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI Insurance Company	13056
INSURER B : Atlantic Specialty Insurance Company	27154
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Cont Liab/Sev of Int ☒ No Co. Owned Autos GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		PSB0001793	10/11/2014	10/11/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Deductible \$ 0
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X		PSB0001793	10/11/2014	10/11/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			PSE0001694	10/11/2014	10/11/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	PSW0001614	10/11/2014	10/11/2015	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Prof Liab/Clsms Made			DPL376714	10/11/2014	10/11/2015	Per Claim 2,000,000
B	Ded.: \$15k Clms Made			DPL376714	10/11/2014	10/11/2015	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract No. 6944-14-DS / Rice Avenue Grade Separation at Fifth Street/Union Pacific Railroad Tracks

The City, its officers, agents, volunteers and employees are Additional Insured's with respect to General/Hired & Non-Owned Auto Liability per the attached endorsement as required by written contract. Insurance is Primary and Non-Contributory.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
Attn: Risk Manager
Reference No. 6944-14-DS
300 West Third Street, Suite 302
Oxnard, CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T. Kelly Howell

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack® FOR DESIGN PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance - COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II - LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us - COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II - LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Grant Dunne, Management Analyst IIIAgenda Item No. S-3Reviewed By: City Manager YNCity Attorney SNFFinance i

Other (Specify) _____

DATE: January 12, 2015**TO:** City Council**FROM:** Daniel Rydberg, Interim Utilities Director DM
Utilities Department**SUBJECT:** Project Specification UD 15-17 Electrical Rehabilitation
for Wells No. 30, 32, 33 and 34**RECOMMENDATION**

That City Council approve Project Specification UD 15-17 for the electrical rehabilitation of Well No. 30 at Blending Station No. 3, located at 1700 Solar Drive , and Wells No. 32, 33 and 34 at Blending Station No. 1 located at 251 South Hayes, and authorize staff to solicit bids for the project.

DISCUSSION

This project is for electrical rehabilitation of four City of Oxnard Municipal Drinking Wells that were built in 2004. Wells No. 32, 33, and 34 provide groundwater to the City's Desalter located at 251 South Hayes Street. The Variable Frequency Drives (VFD) for the subject wells are beyond their useful life cycle and require replacement. A VFD is an electronic motor that adjusts speeds to the well motor providing continuous and precise control of water distribution processes. The replacement of the VFDs will provide a consistent water distribution process while reducing costs for energy and equipment maintenance.

Well No. 30 at Blending Station No. 3, located at 1700 Solar Drive and Well No. 34 require motor overhauls to include removing the pumping equipment, rewinding, installing, start-up and testing the motor. Currently, Well No. 30 is operating with a spare motor that does not have heaters to prevent moisture damage and does not have the monitoring & control equipment that sends information to our operations computer. Well No. 34 is not operational due to the age of the VFD and other electrical motor parts.

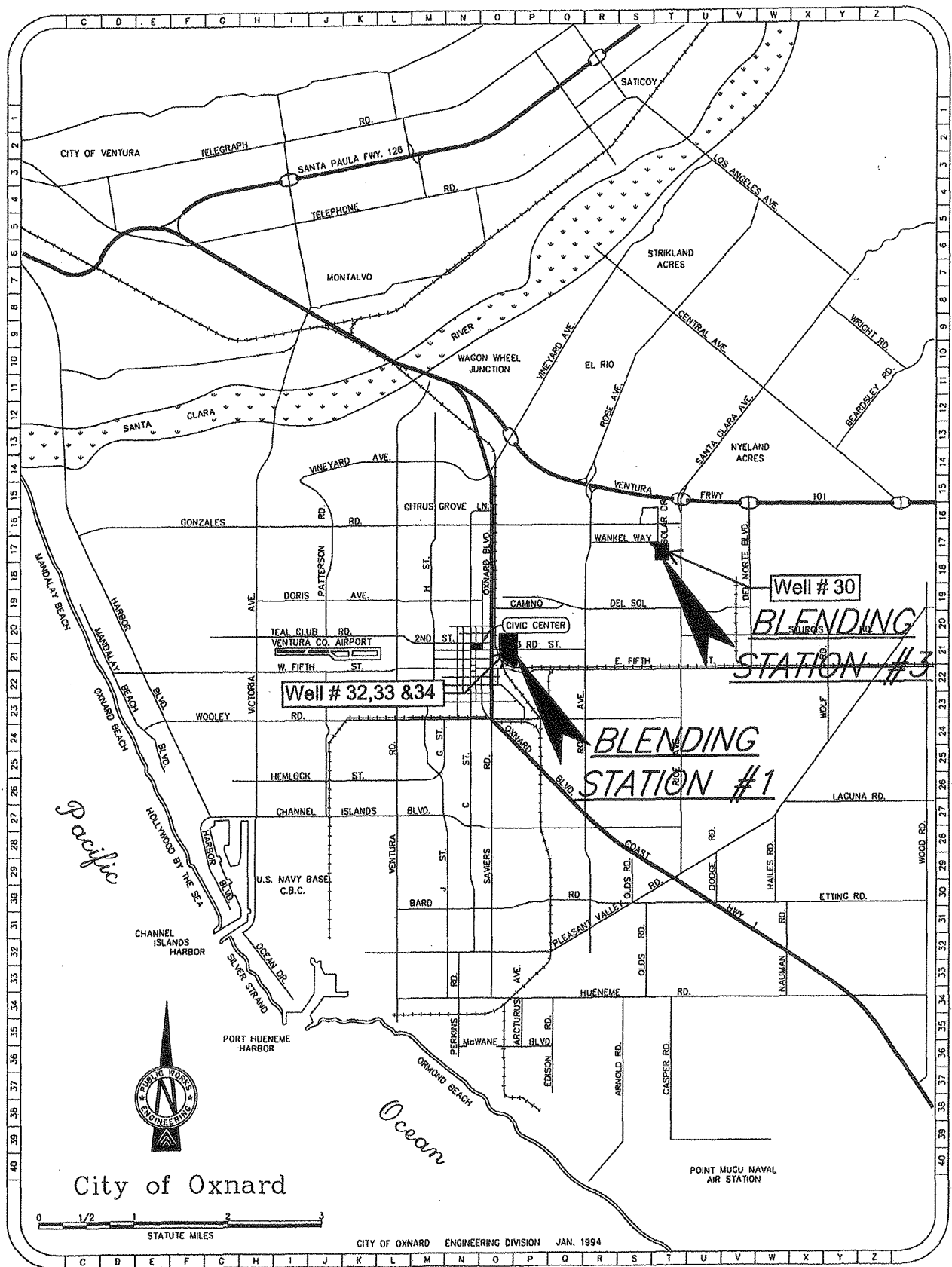
The successful bidder will replace and install new VFDs at Wells No. 32, 33 and 34 and remove the motors of Well No. 30 and 34 to rewind, reinstall and restore their operation. These repairs along with down-hole repairs approved by City Council on December 9, 2014 for Well No. 23 and 31 (Project Specification UD 14-15) will put all City wells back in service.

FINANCIAL IMPACT

The estimated cost of this project is \$1,050,000. Water Enterprise Funds are available to meet the anticipated cost of this project. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder and appropriate funding.

Attachment #1 - Project Site Map

Note: Plans and specifications for UD 15-17 Electrical Rehabilitation for Wells No. 30, 32, 33 and 34 are available for review at the City of Oxnard Corporation Yard, General Services Department, Building No. 2, 1600 Pacific Avenue, from 8:00 a.m. on Thursday prior to the City Council Meeting.



Site Map