

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



AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
September 28, 2021
Regular Meeting - 8:30 to 10:00 PM
(TEMPORARY TIME CHANGE)

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Proclamation, and Governor's Executive Order N-29-20 as extended by N-21-08 to allow members of the City Council or staff to participate via teleconference.

As a precautionary measure to help slow the spread of COVID-19, the City Council facilities are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting. *Please see the link for the Measure M pre-recorded presentation video for each agenda item below.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than [2:00 p.m.](#) on the day of the meeting. Please identify the committee name, meeting date, and agenda item in the email Subject line.

A telephone option for public comments is also available at this time. Requests to speak must be submitted no later than [2:00 p.m.](#) on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

*The City has filed pre-election and post-election lawsuits regarding the validity of Measure M.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of 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. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. If the allotted 30 minute time period expires before all speakers have had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/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.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the July 27, 2021 and September 14, 2021 regular meetings as presented

Contact: Rose Chaparro, (805) 385-7805

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

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

D. REPORTS

1. Public Works Department

SUBJECT: Award Agreements for Automated Meter Infrastructure Installation Project PW 17-32. (0/10/30)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the following for a total of \$30,481,628.12 in Project funds for the Advanced Meter Infrastructure (AMI) Installation Project PW 17-32 (Project No. 206503):

1. The Mayor to award and execute Agreement A-8371 with Badger Meter, Inc., for \$22,062,283.12 for Installation of Water Meters;
2. A Project contingency amount of \$2,206,228;
3. A Project allocation of \$2,206,228 for engineering, inspection, survey and project management; and
4. The Mayor to award and execute Agreement A-8350 with Carollo Engineers, Inc., for \$4,006,889 for Construction Management Services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/W7B1HZFvXSM>

Contact: Brian Yanez, (805) 200-5412

2. Public Works Department

SUBJECT: 2020 Urban Water Management Plan and Water Shortage Contingency Plan. (10/10/30)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council:

1. Receive a presentation and hold a Public Hearing to receive public comments on the 2020 Urban Water Management Plan and Water Shortage Contingency Plan; and
2. Adopt a Resolution to approve the 2020 Urban Water Management Plan and Water Shortage Contingency Plan and authorize City staff to file the plans with the State of California.

(Presentation will be live upon consultant's request.)

Contact: Brian Yanez, (805) 200-5412

3. Public Works Department

SUBJECT: Update of Bicycle and Pedestrian Projects. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council receive and file a report on the status of the City's Bicycle and Pedestrian Master Plan.

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/vnVxtYkvxno>

Contact: Brian Yanez, (805) 200-5412

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

**CONSENT AGENDA
AGENDA ITEM NO. C.1**

DATE: September 28, 2021

TO: Public Works and Transportation Committee

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Public Works and Transportation Committee approve the minutes of the July 27, 2021 and September 14, 2021 regular meetings as presented

BACKGROUND

That the Public Works and Transportation Committee approve the minutes as presented.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 07 27 2021 Public Works & Transportation Committee
2. MINUTES 09 14 2021 Public Works & Transportation Committee

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS & TRANSPORTATION COMMITTEE
Regular Meeting
JULY 27, 2021

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:30 p.m., Chair Bert E. Perello called to order the regular meeting of the Oxnard City Council Public Works & Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Perello and Member Vianey Lopez were present via videoconference. Member John C. Zaragoza was present in person.

Staff members present were Paul Early, Assistant City Attorney and Rose Chaparro, City Clerk.

Staff members that participated via videoconference were Shiri Klima, Deputy City Manager; Brian Yanez, Acting Public Works Director; Chris Peyton, Water Division Operations Manager; and Omar Castro, Water Division Manager.

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

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of April 27, 2021, May 11, 2021, May 25, 2021, and June 8, 2021 regular meetings as presented.

It was moved by Member Zaragoza, seconded by Member Lopez, to approve the meeting minutes as presented. Lopez, Zaragoza, and Perello voted in favor; the motion carried 3-0.

D. REPORTS

1. Public Works Department

SUBJECT: Execute Purchase Order to Commodity Trucking Acquisition, LLC dba Tri-County Transportation for Backfill and Resurfacing Material Sales, Delivery and Haul Away Services PW 21-82.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Purchase Order with Tri-County Transportation for Backfill and Resurfacing Material Sales, Delivery and Haul Away Services in the amount not to exceed \$270,000 for a three-year term from January 1, 2022 to December 31, 2024.

Brian Yanez, Acting Public Works Director, answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 8:48 p.m.

ROSE CHAPARRO
City Clerk

BERT E. PERELLO
Chair

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS & TRANSPORTATION COMMITTEE
Regular Meeting
SEPTEMBER 14, 2021

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:33 p.m., Chair Bert E. Perello called to order the regular meeting of the Oxnard City Council Public Works & Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Perello and Member Vianey Lopez were present via videoconference. Member John C. Zaragoza was present in person.

Staff members present were Alexander Nguyen, City Manager; Paul Early, Assistant City Attorney; and Rose Chaparro, City Clerk.

Staff members that participated via videoconference were Shiri Klima, Deputy City Manager; Craig Beck, Interim Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana Arnaout, City Engineer; Badaoui Mouderrres, Technical Services & Water Quality Manager; and Jan Hauser, Wastewater Division Manager.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Julieta Flores (Concerns about Gold Coast Transportation drivers needing additional protection and training on how to address the homeless, altercations, mental health issues). Additional written comment was submitted by Julieta Flores, to state that bus services are deficient in the J Street area. A petition with over 100 signatures is currently being routed to add bus service to that area of the City.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the June 22, 2021 and July 13, 2021 regular meetings as presented.

It was moved by Member Lopez, seconded by Member Zaragoza, to approve the meeting minutes as presented. Zaragoza, Lopez, and Perello voted in favor; the motion carried 3-0.

D. REPORTS

1. City Manager Department

SUBJECT: Presentation from Gold Coast Transit Planner Margaret Schoep on Transit Service Improvements Planned for South Oxnard.

RECOMMENDATION: That the Public Works and Transportation Committee receive a

report and provide comments and feedback.

Alexander Nguyen, City Manager, introduced Margaret Schoep, Planner with Gold Coast Transit. Ms. Schoep presented and answered the Committee's questions. Public comments were received from Julieta Flores. Discussion ensued among the Committee and staff. This was a receive and file report, no formal action was required.

2. Public Works Department

SUBJECT: Agreement A-8369 with Holloway Environmental Solutions, LLC for Biosolids Hauling and Disposal Services.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8369 with Holloway Environmental Solutions, LLC, in the amount not to exceed \$5,000,000 for a three-year term ending October 31, 2024, for Biosolids Hauling and Disposal Services for the Wastewater Division.

Jan Hauser, Wastewater Division Manager, and Roberto Fuentes, Wastewater Operations Manager, answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

E. ITEMS FOR FUTURE AGENDAS

Chair Perello requested an update report from the Police Department on the number of tickets issued for vehicles not being removed for street sweeping. Member Teran asked staff to explore additional solutions to reduce the amount of illegal trash dumping on City streets.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 9:26 p.m.

ROSE CHAPARRO
City Clerk

BERT E. PERELLO
Chair



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: September 28, 2021

TO: Public Works and Transportation Committee

FROM: Brian Yanez, Acting Public Works Director, (805) 200-5412, brian.yanez@oxnard.org

SUBJECT: Award Agreements for Automated Meter Infrastructure Installation Project PW 17-32. (0/10/30)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the following for a total of \$30,481,628.12 in Project funds for the Advanced Meter Infrastructure (AMI) Installation Project PW 17-32 (Project No. 206503):

1. The Mayor to award and execute Agreement A-8371 with Badger Meter, Inc., for \$22,062,283.12 for Installation of Water Meters;
2. A Project contingency amount of \$2,206,228;
3. A Project allocation of \$2,206,228 for engineering, inspection, survey and project management; and
4. The Mayor to award and execute Agreement A-8350 with Carollo Engineers, Inc., for \$4,006,889 for Construction Management Services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/W7B1HZFvXSM>

BACKGROUND

The City currently has a Sensus drive and ready automated meter reading (AMR) system. These meters have a 10-year expected life and most of the meters were installed between 2002 - 2008 and, as a result, are experiencing increased failures as well as under registering throughout the system. The automated failures most commonly occur within the Meter Transceiver Unit (MXU) that collects data from the meter and transmits the meter reading through radio signals to the interrogator device found on City trucks to take readings as they drive by. The automated failures have increasingly required that staff read meters and enter billing information manually. There are over 41,000 existing meters throughout the City, and of those, approximately 10,000 meters are currently being read manually with approximately an additional 20-30 meters failing to read automatically every week.

In addition to the large number of aged meters, the current software technology used to support the City's AMR system is no longer supported and existing meters are far less accurate than the new solid state type meters that will be installed as part of this project.

The AMI Installation Project will replace every water meter in the water distribution system with high accuracy, stainless steel meters. The project is scheduled to take three years and replacement will be scheduled by meter reading route. Water consumption is sent on a monthly basis via a cellular network, eliminating manual reads. The new meters are equipped with leak detection and include a web-based customer interface showing historical and average consumption. This system will be able to integrate directly with the City's enterprise software. A pilot study of 250 meters will be conducted prior to citywide installation and implementation.

As part of this Project, the Contractor will perform a survey of each water meter providing GPS locations and photos of existing conditions, information that does not currently exist. Concurrently the City, Contractor, and Construction Manager will engage the public by providing a schedule, meter "how to read" guide, and instructions for accessing the customer interface. Each customer will be notified two weeks prior to their meter being replaced. Meter replacements typically take less than 20 minutes and the installers will be identifiable via uniform with the company name and phone number. Residents will not be asked for any personal information during this project and will only be contacted in cases where the Contractor is not able to locate their meter due to obstructions and seek permission to enter onto their property.

Capital Improvement Program (CIP) Reference:

Project No. **206503** - Automated Meter Infrastructure (AMI) Replacement - CIP 2021-2026 - Adopted May 18, 2021 - Page 168.

DISCUSSION

INSTALLATION

The installation will include all new meters, meter endpoint, meter box lid, and incidental piping for the services. The benefits of a new AMI system include high accuracy reads, real-time water usage reporting, leak detection, optional integrated shut-offs, customer interface and engagement, lead-free stainless steel body, and a 20-year warranty. Additionally, there will be a full inventory of all water meters in the City which will provide the classification, global positioning system (GPS) location, size, associated address, and installation date. The meters are anticipated to begin being installed in summer 2022.

The notice inviting formal bids (NIFB) on the Project was initially published on June 24, 2021, with bids due on July 29, 2021. The City received three (3) bids for this project but two (2) were rejected as being non-responsive. The lowest bidder was Badger Meter, Inc., at \$22,062,283.12 and its bid is responsive to the City's NIFB.

Following this determination, procurement staff reviewed all documentation received from the bidder, verified possession of required current valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). At this time, the contractor or its subcontractors are believed to be legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, it is recommended that the City Council award the contract for this Project to Badger Meter, Inc.

Additional funds are needed for the Project, which includes \$2,206,228 for Project contingency (10% of the contract costs) and \$2,206,228 for the cost for engineering services and City staff (10% of the contract cost) to perform the following activities during construction: engineering, inspection, survey and project management bringing the total estimated cost of the construction portion of the Project to \$26,474,739.12.

CONSTRUCTION MANAGEMENT

A project of this scale, the installation of 41,000 new water meters, requires the full attention of a dedicated construction management team in order to execute the project effectively and successfully. Construction management services for the AMI installation will include daily inspection, contract administration, document management, preparing a Construction Management Plan, managing daily project progress, conducting progress meetings, and change order/claims management.

The request for proposals (RFP) for construction management services was published on April 8, 2021, and all proposals were due on April 29, 2021. The City received two (2) proposals, with all proposals deemed complete. The proposals were reviewed by three (3) City staff members consisting of the Water Division Manager, Water Operations Supervisor and the Project Manager.

Carollo Engineers, Inc. was selected as the most qualified firm to provide construction management services for the AMI Installation Project. The selection was based upon the firm's extensive construction management experience, including specific meter replacement projects, and dedicated local presence. Thus, staff recommends that the City Council award the contract for this project to Carollo Engineers, Inc.

Community outreach will be a collaborative effort between City staff and Carollo. A website will be dedicated to this Project with periodic status updates. City customers will be notified of scheduled meter installation dates.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total estimated cost of this Project is \$30,481,628.12 which includes Agreement A-8371 with Badger Meter, Inc., for \$22,062,283.12, Agreement A-8350 with Carollo Engineers, Inc., for \$4,006,889, \$2,206,228 in EISPM funds and \$2,206,228 in contingency funds. The Advanced Metering Infrastructure (AMI) Installation Project 206503 is being funded from the Water Operating Fund (601) and Security Contamination Prevention Fund (608) which has an available project budget balance of approximately \$13,763,962. Additional budget appropriations of \$16,717,666 will be requested in subsequent fiscal years for this Project as needed and will be funded from the available fund balance in the Water Operating Fund (601).

Project	Fund Number	Fund Name	Project Appropriations	Current Available Project Budget
206503 – Advanced Metering Infrastructure	601	Water Operating Fund	\$13,725,000	\$13,723,962

Installation Project	608	Security Contam. Prevention Fund	\$100,000	\$40,000
TOTAL			\$13,825,000	\$13,763,962

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8371 Badger Meter PW 17-32R
2. A-8350 Carollo Engineers Inc. (AMI Project)
3. AMI Presentation PDF

CONTRACT

CITY OF OXNARD CONTRACT FOR ADVANCED METERING INFRASTRUCTURE (AMI) INSTALLATION PROJECT (REBID) SPECIFICATION NO. PW 17-32R

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 2021 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and BADGER METER, INC. ("Contractor"). Contractor's license number is 1032065.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Advanced Metering Infrastructure (AMI) Installation Project (Rebid) Specification No. PW 17-32R ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of twenty two million sixty two thousand two hundred eighty three dollars and twelve cents (\$22,062,283.12) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance

in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

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

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the first written above.

CITY OF OXNARD

BADGER METER, INC.

x John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ , Buyer

Kimberly K. Stoll, Vice President² Date

Jennifer Awah-Manga,
Assistant Secretary Date

ATTEST:

Rose Chaparro, City Date
Clerk (only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Date
Attorney (always required)

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

Exhibit INS-G
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract 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 Contractor, its agents, representatives, employees or subcontractors.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 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 location 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. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Contractor 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-G. 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 work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. A-8371
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Contractor 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 by either party, 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. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers.

The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and 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 Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors 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 general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-G.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.

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER ASPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				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: Insurance Compliance

Reference No. A-8371

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

(“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as ADVANCED METERING INFRASTRUCTURE (AMI) INSTALLATION PROJECT (REBID) SPECIFICATION NO. PW 17-32R.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and
 our heirs, assignees, successors, executors and administrators are held and firmly bound,
 jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material
 suppliers, and other persons employed in the performance of the Contract and referred to in
 Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum
 of _____ Dollars (\$ _____), this
 amount being not less than a hundred percent (100%) of the total Contract Price in lawful
 money of the United States of America, for materials furnished or labor thereon of any kind, or
 for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that
 the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and
 also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs
 and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in
 successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as
 costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the

principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its:

Its:

By: _____

By: _____

Its:

Its:

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as ADVANCED METERING INFRASTRUCTURE (AMI) INSTALLATION PROJECT (REBID) SPECIFICATION NO. PW 17-32R.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____
Dollars (\$ _____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change,

extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its:

Its:

By: _____

By: _____

Its:

Its:

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

EXHIBIT A

REVISED CITY OF OXNARD

BID SHEETS FOR ADVANCED METERING INFRASTRUCTURE (AMI) INSTALLATION PROJECT (REBID) SPECIFICATION NO. PW 17-32R

Bidder's Name: Badger Meter, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

BASE AMOUNT:

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
1.	Mobilization/Demobilization (3% maximum of Total Bid Price)	1	Lump Sum	N/A	Included
2.	Prop Study	1	Lump Sum	N/A	Included
3.	Sequence and Scheduling	1	Lump Sum	N/A	Included
4.	Data/Information Transfer Platform	1	Lump Sum	N/A	Included
5.	Field survey each meter reading route	32	Each	\$12,278.00	\$392,896.00

PILOT TEST

6.	Procure and install 3/4-inch meter and cellular endpoint.	260	Each	\$334.32	\$86,923.20
7.	Pilot Test meter reading, billing, and staff training	1	Lump Sum	N/A	\$12,500.00

METER REPLACEMENT

8.	3/4-inch meter and cellular endpoint.	27,868	Each	\$334.32	\$9,316,829.76
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REVISED B 3

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

9.	1-inch meter and cellular endpoint.	10,441	Each	\$358.06	\$3,738,504.46
10.	1-1/2-inch meter and cellular endpoint.	1,467	Each	\$818.42	\$1,200,622.14
11.	2-inch meter and cellular endpoint.	1,331	Each	\$941.42	\$1,253,030.02
12.	3-inch meter and cellular endpoint.	200	Each	\$2,533.88	\$506,776.00
13.	4-inch meter and cellular endpoint.	104	Each	\$3,302.98	\$343,509.92
14.	6-inch meter and cellular endpoint	39	Each	\$4,558.13	\$177,767.07
15.	8-inch meter and cellular endpoint	19	Each	\$5,879.88	\$111,717.72
16.	10-inch meter and cellular endpoint	2	Each	\$6,820.88	\$13,641.76
17.	12-inch meter and cellular endpoint	3	Each	\$8,821.66	\$26,464.98

REGISTERS AND ENDPOINT

18.	3/4-inch meter and cellular endpoint on fire lines with existing tattle-tale meter.	1,666	Each	\$234.50	\$390,677.00
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METER BOX REPLACEMENT

19.	Procure and install traffic rated lid for 3/4-inch and 1-inch meter box	10,000	Each	\$94.80	\$948,000.00
20.	Procure and install non-traffic rated lid for 3/4-inch and 1-inch meter box	28,309	Each	\$93.87	\$2,657,362.74
21.	Procure and install traffic rated lid for 1-1/2-inch and 2-inch meter box	1,000	Each	\$131.97	\$131,966.27
22.	Procure and install non-traffic rated lid for 1-1/2-inch and 2-inch meter box	1,798	Each	\$139.37	\$250,594.56

REVISED B 4

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

PHASE COMPLETION

23.	Training	1	Lump Sum	N/A	\$2,500.00
24.	Disposal	1	Lump Sum	N/A	Included

ALLOWANCE COST FOR TIME AND MATERIALS WORK

25.	Meter box replacement	\$250,000	N/A	N/A	\$250,000
26.	Customer side pipework modification (within 5' of meter)	\$250,000	N/A	N/A	\$250,000
TOTAL BASE AMOUNT:					\$22,062,283.60 See * Below

ADDITIVE ITEMS:

27.	3/4-inch meter with integrated shutoff valve	1	Each	\$450.00	\$450.00
28.	1-inch meter with integrated shutoff valve	1	Each	NO BID	NO BID
29.	1-1/2-inch meter with integrated shutoff valve	1	Each	NO BID	NO BID
30.	2-inch meter with integrated shutoff valve	1	Each	NO BID	NO BID
31.	Cellular endpoint	1	Each	\$82.00	\$82.00
32.	Monthly meter subscription <i>This is not an additive item. Required for BEACON AMA</i>	1	Each	\$.60	\$.60 per endpoint per month
TOTAL ADDITIVE ITEMS:					

REVISED B 5

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT

TOTAL BID PRICE IN DIGITS: \$ ***\$22,374,763.60 ***See note below for included items. **See * Below**
TOTAL BID PRICE IN WORDS: ***Twenty-Two Million Three Hundred Seventy-Four Thousand Seven Hundred Sixty-Three and 60/100 Dollars

*** The lowest Bid will be determined on the basis of the lowest Total Base Amount without considering the amounts listed for the Additive Items.

Contractor must complete all Work within seven hundred and fifty (750) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>6/24/2021</u>	#04	<u>7/2/2021</u>
#02	<u>6/30/2021</u>	#05	<u>7/20/2021</u>
#03	<u>7/1/2021</u>	#06	<u></u>

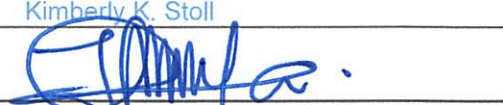
Bidder's Name (Company): Badger Meter, Inc.

Signature: 

Print: Kimberly K. Stoll

Title: Vice President - Sales & Marketing

Date: 7/22/2021

Signature: 

Print: Jennifer A. Awah-Manga

Title: Assistant Secretary

Date: 7/26/2021

*** The Total Bid Price above includes pricing for the "Pilot test", all product, installation, integration, training and twelve full months of Service Units charged at \$.60 per endpoint per month.

*** Contract amount shall be \$22,062,283.12 which is the corrected Base Amount Total.**

REVISED B 6

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: October 19, 2021
- (2) Consultant: Carollo Engineers, Inc.
- (3) Services: Construction Management for Advanced Metering Infrastructure Project
- (4) Schedule of Services: The services must be completed within three (3) years of the Agreement Start Date listed above
- (5) Agreement Ending Date: October 19, 2024
- (6) Total Agreement Amount: \$4,006,889
- (7) City's Project Manager: Timothy Beaman, Supervising Civil Engineer
- (8) Consultant's Project Manager: Eric Mills, PE, Senior Vice President
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Carollo Engineers, Inc.
707 Wilshire Boulevard, Suite 3920
Los Angeles, CA 90017
Attn: Eric Mills, PE, Senior Vice President

FOR CITY:

305 West Third Street, East Wing, Second Floor
Oxnard, CA 93030
Attn: Timothy Beaman, Supervising Civil Engineer

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

CITY'S PROJECT MANAGER:

emills@carollo.com

timothy.beaman@oxnard.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: pwinvoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

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

14. Hold Harmless, Defense and Indemnity.

To the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys’ fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, “Claims”), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness,

or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees. If it is finally adjudicated that liability was caused, in whole or in part, by the active negligence or willful misconduct of the City, Consultant may submit a claim for the reimbursement of attorney's fees and defense costs actually incurred by Consultant in proportion to the percentage of fault allocated to the City in a final determination.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

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

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

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

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

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

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

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

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or

within 12 months after completion of the Services which is or may likely make Consultant “financially interested,” as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s personnel’s unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City’s prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

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

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

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

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

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

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

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

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

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

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

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

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

38. City's Responsibility. City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements. City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; and obtain or authorize Consultant to obtain or provide additional reports and data as required. Consultant shall be entitled to use and rely upon all such information and services provided by City or others in performing the Services.

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

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

41. Contractor Means, Methods and Safety. Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of construction contractors and will not be responsible for construction contractors' failure to carry out work in accordance with the contract documents.

[Signatures on next page]

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

CITY OF OXNARD

CAROLLO ENGINEERS, INC.

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ , Buyer

 Eric M. Mills, Senior Vice President,² _____ Date

 Jaime Burrola, Vice President _____ Date

ATTEST:

 Rose Chaparro, City _____ Date
 Clerk (only if Mayor signs)

APPROVED AS TO FORM:

 Stephen M. Fischer, City _____ Date
 Attorney (always required)

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

Task 1 Program Management

1. **Project Management:** The purpose of this task is to establish and maintain effective project management and communication throughout the project. The CM shall coordinate all work efforts of the Project Team including representatives from the City and shall facilitate regular Project progress meetings and provide regular updates on the Project status and budget. The CM shall become familiar with City processes, procedures and objectives to provide services and assistance as directed by City staff. The CM shall work under the direction of the City Project Manager, develop and maintain open lines of communications and cooperation between City staff, CM staff, and contractors.
2. **Project Kick-off Meeting:** At the commencement of the Project, the CM shall facilitate a "kick-off" meeting with the City to discuss the scope and parameters of the Project. The CM shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the Project Manager. Specific Project goals will be identified and a strategy to accomplish these goals will be developed during the kick-off meeting. The CM shall prepare and distribute meeting minutes within two (2) working days of the meeting.
3. **Progress Meetings:** The CM shall conduct bi-weekly progress meetings with the City for the duration of the project. The CM shall prepare an agenda that will include topics such as safety, RFI, submittals, change order, schedule, and progress. The CM shall be responsible for preparing and distributing meeting minutes from each meeting. Meeting minutes shall be in a format acceptable to the City's Project Manager and shall be distributed within two (2) working days of the project meeting. Project progress meetings will be held at the Water Division Campus. At least monthly, the CM will present a summary progress reports and discuss outstanding or upcoming project issues with the City. The CM shall budget a minimum of five (5) hours per meeting to include preparation, attendance, minutes, and travel time.
4. **Monthly Invoicing:** The CM shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to PWInvoices@Oxnard.org.
5. **CM Plan:** The CM shall prepare a CM Plan utilizing the final conformed, contract documents that will include the following elements:
 - Organization Chart
 - CM Project Team and description of duties and responsibilities
 - Safety compliance
 - Claims avoidance strategy
 - Inspection procedures
 - Document management system
 - Field office location
 - Project close out process
6. **CM Staffing:** The CM shall provide appropriate staffing to accommodate meter replacements occurring in multiple locations, the CM shall make themselves familiar with all contract documents.

Task 2 – Construction Administration

The CM shall provide a qualified and competent construction administration manager (CA Manager) to provide construction administration and direct contractor activities whenever the contractor is working onsite. For budgetary purposes, the CM shall assume that the CA Manager shall be dedicated full time to this project for 156 weeks from Contractor being granted Notice to Proceed (NTP). The Construction Administration tasks are described below.

A. **Contract Administration:** The CM shall have the responsibility for the daily management of the construction project. The CM shall provide and coordinate construction management services of the following activities.

- **Administration:** The CM shall administer construction contracts and provide technical Construction Management support to City staff to facilitate project completion.
- **Contractor Communication:** CM shall provide effective written and oral communication to the contractor and other stakeholders in the administration of the contract. CM shall provide for timely, thorough, clear, effective and responsible communications to Requests for Information (RFI's), Requests for Change (RFC's), Requests for Proposal (RFP's), submittals, and other miscellaneous correspondence. CM shall receive, log, and tract requests for information. CM shall develop a project directory of key City and Contractor personnel working on the project.
- **Quality Assurance:** CM shall manage the Contractor's Quality Assurance.
- **Substitution Requests:** CM shall evaluate requests for material and equipment substitutions and changes based on compliance with contract specifications and taking into account the impacts to cost and schedule. Based upon the CMs evaluation of the request for substitutions, the CM shall inform the PM and Design Engineer of the substitution request and request an evaluation and decision of the merits of the substitution.
- **Resource Loading:** CM shall monitor the contractor's resource loading and advise on corrective actions needed to maintain schedule.

B. **Safety and Security Monitoring:** The Contractor is responsible for enforcing its safety program on its employees and subcontractors' employees. It is the CM's responsibility to monitor the Contractor and promote a safe overall environment for all workers. Safety shall comply with all Federal, State and locally accepted safety regulations and measures including.

- **Safety:** The CM shall be responsible for providing all necessary personal protective equipment (PPE) including hard hats, vests, footwear, lights and other safety equipment for the CM Team. The CM shall prepare a safety plan for the CM team.
- **Job Site Security Verification:** Routinely check job site security and measures taken to protect the public from hazards.
- **Emergency Response Plan Review:** Review Contractor's emergency response plans. CM shall ensure that Contractor complies with State and Federal requirements but shall not be responsible for defining Contractor's safety programs. CM shall notify Contractor of potential unsafe working conditions.

C. **Controls and Scheduling:** CM shall provide comprehensive project scheduling and control expertise as follows:

- **Progress Schedule Review:** CM shall review and monitor contractor's schedule monthly to monitor project progress and detect early delays.
- **Cost and Budget:** CM shall monitor project construction costs, budgets, schedule and maintain current workflow projections.
- **Reporting:** CM shall prepare and distribute monthly construction reports. CM shall provide at a minimum:
 - Daily inspection reports
 - Bi-weekly job site meeting minutes

- Monthly report overview
- Project cost to date
- Schedule updates
- Recommendations to mitigate project delays
- **Progress Payment Review:** CM shall review and approve monthly contractor invoices, verify compliance to all terms and conditions of contract and make payment recommendations. The CM shall ensure that the contractor's request for payment does not represent more than the amount for work performed on a monthly basis.
- **Contract Extensions:** CM shall review, analyze, and make recommendations on contractor time extensions/requests.
- **Miscellaneous Coordination:** CM shall coordinate and monitor work to be performed by others.
- **Project Notice Coordination:** CM shall receive and review project notices, and submit to the City with appropriate recommendations.
- **Performance Evaluation:** CM shall provide quarterly Contractor performance evaluations during construction.
- **Time Impact Analysis (TIA) Review:** CM shall monitor and log Contractor labor time, attendance, labor cost, minimize compliance risk and evaluate in coordination with potential change order claims. CM shall perform an analysis of contractor TIA as submitted by the contractor. The TIA shall be used in conjunction with a contractors request to determine if a time impact has occurred, and how to mitigate the potential impact.
- **Monitor Time and Materials Work:** CM shall monitor contractor work performed on a time and materials (T&M) basis to ensure that the contractor labor charges are fair and appropriate, and that materials purchased are of quantity and quality necessary to the project, and documented on invoices.

D. **Document Control:** The CM shall establish a document management system for the following:

- **Filing:** The CM shall utilize a filing system. CM shall use a web based document management system as approved by the City. CM shall be responsible for the cost of the document management system and training.
- **Claims:** The CM shall identify, analyze and prepare construction claims and disputes by assessing or validating entitlement and quantification of damages and promoting a successful resolution within 21 calendar days (assuming the Contractor is cooperative.) The CM shall provide associated cost estimates and time impact analysis concurrently for Claims Evaluation.
- **Document Tracking:** All central receipts, control, storage, distribution, indexing and tracking of all documents.
- **Document Managing:** All documents, incoming and outgoing, associated with the construction management activity of all assigned projects, including, but not limited to submittals, requests for information (RFIs), requests for clarifications (RFCs), pay requests, change orders (COs) and correspondence.
- **Document Maintenance:** Maintaining all field documents, storing original documentation and furnishing to the City at project completion.
- **Contractor Document Monitoring:** The CM shall monitor the Contractor's web-based document control for accuracy and compliance with the contract's Special Provisions.

E. **Change Order and Claims Management:** The CM shall review proposed change orders. The CM shall provide a change order review standard that includes a detailed process, forms, and recommendations of actions to the PM. CM's change order review shall provide additional analysis of both cost and time concurrently. Time impact analysis shall not be deferred to a later time. The CM

shall implement a comprehensive claims management program to evaluate change order requests and recommend equitable disposition.

When agreement cannot be reached, the CM shall support the City's position and assist in formulating a claims defense and participate in resolution including:

- **Document Managing:** Coordinate, assemble and review supporting documentation for change order processing and make final recommendations to City staff.
- **Contractor Request Review:** Review requests of alleged cost increases and/or time impacts for merit concurrently.
- **Change Order Review:** Thoroughly analyze the proposal and develop a negotiating position. When necessitated by variations between contractor price for change and the CM's fair cost estimate CM shall negotiate an equitable resolution with guidance from the City's Project Manager.
- **Change Order Expediting:** After the equitable resolution is reached the CM shall expedite approval of the negotiated change order.

Task 3 – Inspection

The CM shall provide inspection services and monitoring of construction to ensure construction is in compliance with the project construction documents. The CM's inspection staff shall verify construction compliance and QAQC with applicable permits, codes, construction documents, and public outreach requirements.

1. Daily and Weekly Documentation:

- **Documentation of Construction Activities:** Provide documentation of construction activities, duration of activities, labor resources, and equipment allocation.
- **Construction Reporting:** Provide daily construction activity reports, labor resources, on-site equipment, and work conditions.
- **Non-Conformance Reporting:** Provide non-conformance reports.
- **Photographic Records:** Provide weekly photographic/digital records of the project during construction.

2. Inspections: The CM shall provide qualified and competent inspectors for all improvements to inspect, monitor, and report on meter replacement and required improvements. Inspections shall include:

- Meter and endpoint installation
- Meter box lid replacement
- Meter box replacement
- Water service line replacement
- Pavement restoration
- Striping restoration
- Landscaping restoration

Task 4 – Meter Reading and Software Integration

Meter software integration and operator training shall occur according to the construction contract's Special Provisions.

1. **Integration Coordination:** The CM shall coordinate and oversee meter and software integration with City staff, project management, contractor, and the manufacturer's field service representatives.
2. **Facilitate Operator Training:** The CM shall coordinate training of Operators by the Contractor.

Task 5 – Construction Closeout

The CM shall manage the turnover of the assigned project to Operations, including contract closeout, management of warranty period activities and demobilization of CM staff including:

A. **Phase Closeout:** The CM oversee the completion of each phase of the meter replacement process. Phase Closeout tasks shall include:

- **Phase Final Walk-Through:** Coordinate and conduct a site final walk-through to verify completion of contract and all related items of work within 7 days of substantial completion.
- **Phase Punch List:** Develop site punch list and verify completion and obtain final documentation and releases within 7 days of substantial completion.
- **Phase Final Reporting:** Prepare site summary report in accordance with the City within 7 days of final completion.
- **Phase Documentation Turnover:** Review the Contractor's replacement log for each phase and turnover correspondence and documentation within 14 calendar days of final completion.
- **Warranty Coordination:** The CM shall prepare a list of warranty items, warranty period, and warranty repair procedures, and turn over to the City's Project Manager.
- **Phase Demobilization:** Demobilize the CM staff and facilities in accordance with agreed upon plan.

B. **Construction Contract Close Out:** The CM shall oversee the contract closeout process and assist in resolving O&M service disputes. The closeout shall entail sign offs by responsible parties and include:

- **Project-wide Final Walk-Through:** Coordinate and conduct a final walk-through to verify completion of contract and all related items of work within 7 days of substantial completion.
- **Project-wide Punch List:** Develop punch list and verify completion and obtain final documentation and releases within 7 days of substantial completion.
- **Final Payment/Close-Out Change Order Review:** Review final payment and close out change orders within 7 days of substantial completion.
- **Final Reporting:** Prepare final summary report in accordance with the City within 7 days of final completion.
- **Documentation Turnover:** Turnover project files, contract, correspondence, and documentation within 14 calendar days of final completion.
- **Project Warranty Coordination:** The CM shall review and updated as needed the list of warranty items, warranty period, and warranty repair procedures, and turn over to the City's Project Manager.
- **Final Demobilization:** Demobilize the CM staff and facilities in accordance with agreed upon plan.

RATES AND COSTS EXHIBIT

CITY OF Oxnard, // CONSTRUCTION MANAGEMENT FOR
ADVANCED METERING INFRASTRUCTURE PROJECT

FEE PROPOSAL

Hourly Rate	Senior Professional (Program Director/PIC)		Lead Project Professional (Program Manager)		Project Professional (Program Specialist)		Professional (Construction Manager)		Assistant Professional (Field Engineer)		Senior Technician (Lead Inspector)		Technician (Inspector #1)		Support Staff (Specialty Inspection)		Total	
	\$295		\$275		\$270		\$220		\$175		\$162.75		\$158		Lump Sum Allowance			
	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount		
Task 1 - Program Management	16	\$4,720	349	\$95,975	15	\$3,150	912	\$200,640	172	\$30,100	5	\$814	0	\$-	-	\$-	1,469	\$335,399
	3	\$885	144	\$39,600	-	-	288	\$63,360	-	-	-	-	-	-	-	-	435	\$103,845
	3	\$885	3	\$825	3	\$630	12	\$2,640	4	\$700	3	\$488	-	-	-	-	28	\$6,168
	4	\$1,180	144	\$39,600	-	-	360	\$79,200	-	-	-	-	-	-	-	-	508	\$119,980
Task 2 - Construction Administration	2	\$590	2	\$550	4	\$840	16	\$3,520	8	\$1,400	2	\$326	-	-	-	-	34	\$7,226
	1	\$295	-	-	-	-	36	\$7,920	-	-	-	-	-	-	-	-	37	\$8,215
	2	\$590	40	\$11,000	8	\$1,680	160	\$35,200	160	\$28,000	-	-	-	-	-	-	370	\$76,470
	1	\$295	16	\$4,400	-	-	40	\$8,800	-	-	-	-	-	-	-	-	57	\$13,495
Task 3 - Inspection	0	\$-	720	\$198,000	0	\$-	3,232	\$711,040	2,372	\$415,100	0	\$-	0	\$-	-	\$-	6,324	\$1,324,140
	-	-	144	\$39,600	-	-	1,152	\$253,440	288	\$50,400	-	-	-	-	-	-	1,584	\$343,440
	-	-	-	-	-	-	144	\$31,680	36	\$6,300	-	-	-	-	-	-	180	\$37,980
	-	-	288	\$79,200	-	-	1,152	\$253,440	1,728	\$302,400	-	-	-	-	-	-	3,168	\$655,040
Task 4 - Meter Reading and Software Integration	-	-	288	\$79,200	-	-	144	\$31,680	160	\$28,000	-	-	-	-	-	-	304	\$59,680
	-	-	288	\$79,200	-	-	640	\$140,800	160	\$28,000	-	-	-	-	-	-	1,088	\$248,000
	0	\$-	0	\$-	0	\$-	576	\$126,720	660	\$115,500	5,280	\$659,320	4,800	\$756,000	-	\$12,000	11,316	\$1,869,540
	-	-	-	-	-	-	576	\$126,720	660	\$115,500	660	\$107,415	600	\$94,500	-	-	2,496	\$444,135
Task 5 - Construction Closeout	-	-	-	-	-	-	-	-	-	-	4,620	\$751,905	4,200	\$661,500	-	-	8,820	\$1,413,405
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Allowance	\$3,000
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Allowance	\$9,000
Task 6 - Document Control and Interactive Website	0	\$-	80	\$22,000	360	\$75,600	640	\$140,800	240	\$42,000	0	\$-	0	\$-	-	\$-	1,320	\$280,400
	-	-	40	\$11,000	180	\$37,800	320	\$70,400	160	\$28,000	-	-	-	-	-	-	700	\$147,200
	-	-	40	\$11,000	180	\$37,800	320	\$70,400	80	\$14,000	-	-	-	-	-	-	620	\$133,200
	0	\$-	28	\$7,700	0	\$-	400	\$88,000	304	\$53,200	0	\$-	0	\$-	-	\$-	732	\$148,900
Task 7 - Initial Website Configuration / Set Up	-	-	12	\$3,300	-	-	240	\$52,800	144	\$25,200	-	-	-	-	-	-	396	\$81,300
	-	-	16	\$4,400	-	-	160	\$35,200	160	\$28,000	-	-	-	-	-	-	336	\$67,600
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$48,510
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$37,800
Total Hours	16	\$4,720	1,177	\$323,675	375	\$78,750	5,760	\$1,267,200	3,748	\$655,900	5,285	\$860,134	4,800	\$756,000	-	\$60,510	21,161	\$4,006,889

INSURANCE EXHIBIT
Exhibit INS-A
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

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

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, 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**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

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

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

AUTHORIZED REPRESENTATIVE

SUBMIT IN DUPLICATE

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

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☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES**☐ GENERAL☐ PRODUCTS/COMPLETED
OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE DAMAGE☐ _____☐ _____**LIABILITY LIMITS IN THOUSANDS \$**

EACH OCCURRENCE

AGGREGATE

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: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO. _____	ISSUE DATE (MM/DD/YY) _____
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ 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		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 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: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

AWARD AGREEMENTS FOR ADVANCED METERING INFRASTRUCTURE INSTALLATION PROJECT PW 17-32

Public Works and Transportation Committee
September 28, 2021

City Council
October 5, 2021

Tatiana Arnaout, PE
City Engineer

FOR THE PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the following for a total of \$30,481,628.12 in Project funds for the Advanced Meter Infrastructure (AMI) Installation Project PW 17-32 (Project No. 206503):

1. The Mayor to award and execute Agreement A-8371 with Badger Meter, Inc. for \$22,062,283.12 for Installation of Water Meters;
2. A Project contingency amount of \$2,206,228;
3. A Project allocation of \$2,206,228 for engineering, inspection, survey and project management; and
4. The Mayor to award and execute Agreement A-8350 with Carollo Engineers, Inc. for \$4,006,889 for Construction Management Services.

FOR THE CITY COUNCIL:

That the City Council approve and authorize the following for a total of \$30,481,628.12 in Project funds for the Advanced Meter Infrastructure (AMI) Installation Project PW 17-32 (Project No. 206503):

1. The Mayor to award and execute Agreement A-8371 with Badger Meter, Inc. for \$22,062,283.12 for Installation of Water Meters;
2. A Project contingency amount of \$2,206,228;
3. A Project allocation of \$2,206,228 for engineering, inspection, survey and project management; and
4. The Mayor to award and execute Agreement A-8350 with Carollo Engineers, Inc. for \$4,006,889 for Construction Management Services.

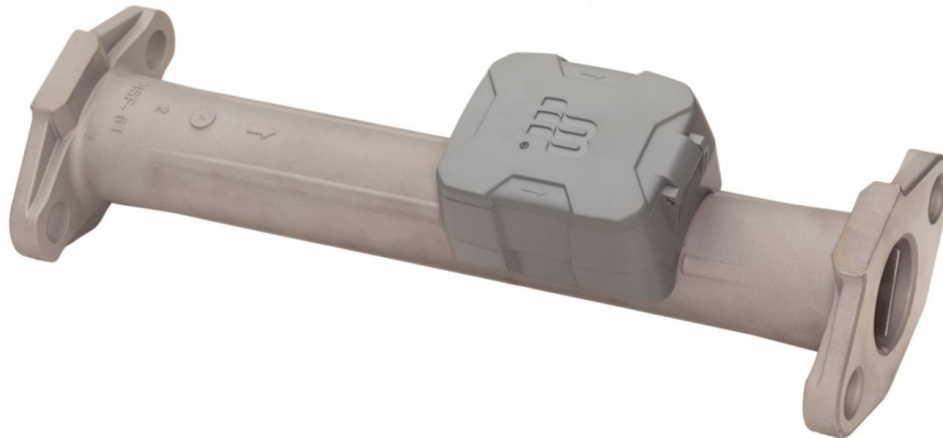
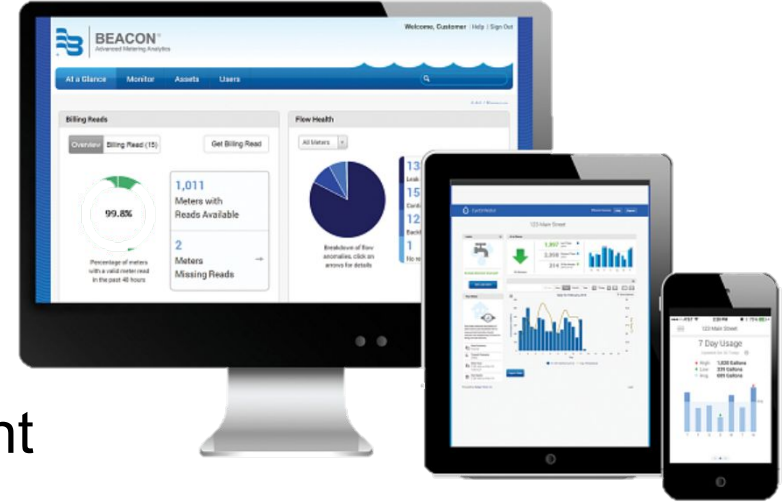
- Existing meters were installed in between 2002 – 2008 and have reached the end of their useful life
- Older meters are less accurate and can miss “nuisance” flow
- Existing meter reading software is no longer supported



- Radio reads are failing at a rate of 20-30 per week
- All newly installed meters must be ready manually
- Approximately 25% of the existing meters are read manually (>10,000 meter)



- High accuracy reads
- Real-time water usage
- Leak detection
- Optional integrated shutoff
- Customer interface and engagement
- Lead-free stainless steel body
- 20-year warranty



- Visual inspection of each meter, meter box, and lid
- Accurate documentation of meter:
 - Classification (i.e. residential, commercial, irrigation)
 - GPS location
 - Size
 - Associated address
 - Installation date and photos



- Each resident will be provided a schedule, a meter “how to read” guide, and instructions for accessing the customer interface
- Each customer will be notified two weeks prior to their meter being replaced
- Meter replacements typically take less than 20 minutes and the installers will be identifiable via uniform with the company name and phone number

PLEASE NOTE

- Residents will not be asked for any personal information during this project
- Residents will only be contacted in cases where the Contractor is not able to locate their meter due to obstructions and seek permission to enter onto their property.

Advanced Metering Infrastructure Installation Project

- Installation will include all new meters, meter endpoint, meter box lid, and incidental piping for the services
- Full inventory of all water meters in the City which will provide the classification, global positioning system (GPS) location, size, associated address, and installation date
- The meters are anticipated to begin being installed in summer 2022

Advanced Metering Infrastructure Installation Project

- Notice inviting formal bids (NIFB) for the project was published on June 24, 2021 with bids due on July 29, 2021
- City received 3 bids; 2 were rejected as being non-responsive.
- Lowest, responsive bidder was Badger Meter, Inc., at \$22,062,283.12

Advanced Metering Infrastructure Installation Project - CM Services

- Request for Proposals (RFP) for the Project was published on April 8, 2021 with proposals due on April 29, 2021
- The City received two (2) proposals
- Proposals were reviewed by three (3) staff members: Water Division Manager, Water Operations Supervisor and the Project Manager.
- Carollo Engineers, Inc. was selected as the most qualified firm to provide construction management services for this Project

Advanced Metering Infrastructure Installation Project

Badger Meter, Inc. (A-8371)	\$22,062,283.12
Carollo Engineers, Inc. (A-8350)	\$4,006,889
Engineering, Inspection, Survey and Project Management	\$2,206,228
Project Contingency	\$2,206,228
Total Project Cost:	\$30,481,628.12

- Project funded from Water Operating Fund (601) and Security Contamination Prevention Fund (608)
- Current project budget balance is approximately \$13,763,962
- Additional budget appropriation of \$16,717,666 will be requested in subsequent fiscal years as needed and funded from the available fund balance in the Water Operating Fund (601)

QUESTIONS?



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: September 28, 2021

TO: Public Works and Transportation Committee

FROM: Brian Yanez, Acting Public Works Director, (805) 200-5412, brian.yanez@oxnard.org

SUBJECT: 2020 Urban Water Management Plan and Water Shortage Contingency Plan. (10/10/30)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council:

1. Receive a presentation and hold a Public Hearing to receive public comments on the 2020 Urban Water Management Plan and Water Shortage Contingency Plan; and
2. Adopt a Resolution to approve the 2020 Urban Water Management Plan and Water Shortage Contingency Plan and authorize City staff to file the plans with the State of California.

(Presentation will be live upon consultant's request.)

BACKGROUND

In 1983, the California Legislature enacted the Urban Water Management Planning Act requiring water suppliers to submit an Urban Water Management Plan (UWMP) every five years that demonstrates water supply reliability in normal, single dry, and multiple dry years. The UWMP is used to support long-term resource planning and water supply sustainability and is required for the City of Oxnard (City) to be considered for future grant funding opportunities and to receive drought assistance from the State.

The UWMP integrates local and regional land use planning, regional water supply, infrastructure, and demand management projects, as well as statewide issues of concern like climate change and regulatory revisions. The UWMP gathers, characterizes, and synthesizes water-related information from numerous sources into a plan with local, regional, and statewide practical utility.

Specifically, the UWMP must address the following areas:

- Assess the reliability of water sources over a 20-year planning time frame through 2040
- Describe demand management measures and water shortage contingency plan
- Report compliance toward meeting a targeted 20 percent reduction in per-capita urban water consumption by the year 2020
- Discuss the use and planned use of recycled water
- Implement conservation and efficient use of urban water supplies

The 2015 UWMP was approved and adopted by the City Council in June 2016.

The 2020 UWMP and WSCP original due date to the State of California's Department of Water Resources (DWR) was July 1, 2021. There were various factors that delayed the City's submission of the 2020 UWMP and WSCP: (1) the UWMP guidebook from the State was not released until March 2021; (2) the finalization of the City's Water Resource Management Plan was not completed until mid-May 2021, which provided various data required for the UWMP. (There is no real penalty for a delayed submission unless funding applications are being reviewed by DWR close to the deadline.) By adopting the updated UWMP and WSCP, the Council certifies that the City is responsibly managing its water resources for current and future needs.

DISCUSSION

The 2020 UWMP was prepared in compliance with the California Water Code (CWC), §10610-10657 and §10608 with the assistance of the City's consultant, Water Systems Consulting, Inc. The UWMP describes and evaluates projected water demands through 2045, water supplies, water resource development programs, and conservation measures in the City of Oxnard's service area. Since Oxnard is an urban water supplier that receives imported water from the Sacramento-San Joaquin Delta (Delta), it is also required to demonstrate consistency with Delta Plan Policy WR P1, Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (Cal. Code Regs., tit. 23, §5003). Appendix B has been prepared to satisfy the requirement to demonstrate reduced reliance on the Delta. This appendix is included in the 2020 UWMP and will also be included as an addendum to Oxnard's 2015 UWMP. In addition to this, California Water Code, CWC §10632 now requires that water suppliers adopt a Water Shortage Contingency Plan (WSCP) separately from the 2020 UWMP. The WSCP is included as Appendix A to the 2020 UWMP, and will be adopted at the same time as the UWMP and may be updated as required by State mandates.

The State of California requires the City to comply with two (2) demand management-related requirements: 1) Senate Bill X7-7, adopted in 2009, and 2) Demand Management Measures. Senate Bill X7-7, better known as the "20% x 2020 Act," required a statewide 20% reduction in urban per capita water usage on or before December 31, 2020, and set an interim target reduction for each individual water purveyor, including the City of Oxnard, to be met by December 31, 2015. Through the implementation of the programs and projects contained in the Council-adopted Water Conservation Master Plan, the City was able to meet its 2015 interim target of 139 gallons per capita per day (GPCD) and its 2020 target of 140 GPCD. Demand Management Measures are activities, utility practices and incentives that promote water conservation, and are mandatory for a UWMP to be deemed complete. The City was able to comply with the Demand Management Measures requirements through the implementation of the programs and projects contained in the Council-adopted and funded Water Conservation Master Plan.

In May 2018, the State of California signed into law Senate Bill 606 and Assembly Bill 1668 mandating additional water use goals. Water agencies will be required to calculate a water efficiency standard for their entire service area annually based on indoor residential water use, outdoor water use, and commercial, industrial and institutional irrigation. These efficiency standards are under development. However, the City prepared demand projections to align with the preliminary State's guidance for efficiency standards. The City will be utilizing the WaterView water conservation software program that uses per-parcel Geographic Information System (GIS) mapping of landscape measurements and census data and combines City water customer consumption use. Additionally, the City is planning to implement an Automated Metering Infrastructure that will allow customers to better manage their water consumption with advanced data that will be readily available to them. The City has invested in expanding water conservation staff that are creating education outreach and programs to reach our community, by emphasizing that water conservation is an Oxnard way of life. Lastly, the City's Water Conservation Ordinance provides a tool to incrementally impose voluntary and mandatory conservation measures should more aggressive demand management be required during extended droughts or emergency conditions.

In the UWMP appendix is the WSCP which is a strategic plan that the City uses to prepare for and respond to

foreseeable and unforeseeable water shortages. A water shortage occurs when water supply available is insufficient to meet the normally expected customer water use at a given point in time. A shortage may occur due to a number of reasons, such as water supply quality changes, climate change, drought, regional power outages, or catastrophic events (e.g., earthquake). Additionally, the State may declare a statewide drought emergency and mandate that water suppliers reduce demands, as occurred in 2014. The WSCP serves as the operating manual that the City will use to prevent catastrophic service disruptions through proactive, rather than reactive, mitigation of water shortages. The WSCP includes a plan to prepare an Annual Water Supply and Demand Assessment required to be submitted to DWR starting in July 2022. The WSCP must be updated based on new requirements every five years and will be adopted as a current update for submission to the DWR.

The City has a diversified portfolio of water supplies, including City-produced local groundwater, local groundwater that it purchases from United Water Conservation District (UWCD), and imported surface water it purchases from Calleguas Municipal Water District (CMWD), a member agency of the Metropolitan Water District of Southern California, a State Water Project contractor.

Additionally, the City operates an Advanced Water Purification Facility that produces ultra-pure recycled water. The recycled water will be used for agricultural irrigation, industrial processes, and landscape irrigation, offsetting the potable water now used for these purposes. The City is currently working on an Aquifer Storage and Recovery (ASR) well demonstration project that will involve injecting then storing recycled water for a limited period and then tested for water quality standards. Once the water is proven to be safe, the State of California will allow it to be added to the City's potable water drinking system and will be an additional source of water for the City to utilize.

The City is also working with regulatory and resource agencies (California Department of Health Services, California Regional Water Quality Control Board, Fox Canyon Groundwater Management Agency (Fox Canyon GMA) to develop and permit facilities that will recharge groundwater aquifers, to the benefit of the region. Through regional cooperation and a diversified portfolio of water supplies, the City is able to meet its projected demands in different hydrologic conditions throughout the planning period.

The comprehensive nature of the UWMP and WSCP is the result of the City's active involvement in regional and statewide water and environmental planning, and due to ongoing input from the Fox Canyon GMA, UWCD, CMWD, Metropolitan Water District of Southern California, DWR, County of Ventura Watershed Protection District, Ventura County Local Agency Formation Commission (Ventura LAFCO), and neighboring cities and water agencies. Solving many of the most difficult water quality and water supply challenges will require continued cooperative efforts with multiple agencies. Copies of the 2020 UWMP and WSCP public draft were sent to: CMWD, Channel Islands Beach Community Services District, City of Camarillo, City of Port Hueneme, City of Ventura, Fox Canyon GMA, UWCD, and Watersheds Coalition of Ventura County. The UWMP and WSCP were also made available to the public via the City's website.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

No direct fiscal impact to the City's operating budget is expected as a result of this recommended adoption.

Prepared by: Omar Castro, Water Division Manager

ATTACHMENTS

1. 2020 UWMP Resolution
2. 2020 Urban Water Management Plan and Water Shortage Contingency Plan PLACEHOLDER

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA,
ADOPTING THE CITY'S 2020 URBAN WATER MANAGEMENT PLAN AND
WATER SHORTAGE CONTINGENCY PLAN

WHEREAS, the California Urban Water Management Planning Act, Water Code section 10610 *et seq.* (the Act), which the Legislature passed to actively pursue the efficient use of water by requiring urban water suppliers to develop urban water management plans (UWMPs), defines and “urban water supplier” as a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre feet of water annually; and

WHEREAS, the Water Conservation Act of 2009, Water Code section 10608 *et seq.* (SBX7-7), which the Legislature passed to achieve a statewide 20-percent reduction in urban per capita water use on or before December 31, 2020, defines an “urban retail water supplier” as a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes; and

WHEREAS, City of Oxnard (City) is an urban water supplier for purposes of the Act and an urban retail water supplier for the purposes of SBX7-7; and

WHEREAS, the Act required every urban water supplier to prepare a 2015 UWMP, and SBX7-7 required every urban retail water supplier to include in its 2015 UWMP the baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data; and

WHEREAS, City staff drafted, the City Council approved, and the City staff submitted to the California Department of Water Resources (DWR) the City's 2015 UWMP, as required; and

WHEREAS, the Act further requires each urban water supplier to update and submit its 2020 UWMP to the DWR by July 1, 2021; and

WHEREAS, SBX7-7, among other obligations, established requirements for urban retail water suppliers to report in their 2020 UWMPs their compliance with urban water use targets in accordance with the goals of SBX7-7 to reduce statewide daily per capita water use 10 percent by the year 2015 and 20 percent by the year 2020; and

WHEREAS, in accordance with applicable law, including the requirement of the Act and SBX7-7, the City has prepared its 2020 UWMP and has undertaken certain agency coordination, public notice, public involvement and outreach, public comment, and other procedures in this regard; and

WHEREAS, as authorized by section 10620(e) of the Act, the City has prepared its 2020 UWMP with its own staff, with the assistance of consulting professionals, and in cooperation with other governmental agencies. The City has utilized and relied upon industry standards and the expertise of industry professionals in preparing its 2020 UWMP. The City has also in part utilized and relied upon the 2020 Urban Water Management Plans Guidebook for Urban Water Suppliers (March 2021) and the DWR Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use (For the Consistent Implementation of the Water Conservation Act of 2009) (February 2016) in preparing its 2020 UWMP; and

WHEREAS, in accordance with applicable law, including Water Code sections 10608.26 and 10642 and Government Code section 6066, the City made its draft 2020 UWMP available for public inspection and caused to be published within the jurisdiction of the City two notices of public hearing regarding the City's 2020 UWMP, which publication dates included September 30, 2021 and October 7, 2021 in the Ventura County Star; and an additional publication in the Vida Newspaper in both English and Spanish on September 30, 2021 and October 7, 2021; and

WHEREAS, the City held its public hearing on October 19, 2021 in the City Council Chambers of the City, located at 305 West Third Street, Oxnard, California, regarding its 2020 UWMP, wherein, among other things, members of the public and other interested entities were provided with the opportunity to be heard in connection with the City's 2020 UWMP and the proposed adoption thereof; and

WHEREAS, pursuant to said public hearing on the City's 2020 UWMP, the City staff and City Council encourages the active involvement of the diverse social, cultural, and economic elements of the population within the City's service area with regard to the preparation and adoption of its 2020 UWMP, allowed input by members of the public and any other interested parties, regarding all aspects of the City's 2020 UWMP, allowed community input regarding the City's implementation plan for complying with SBX7-7, considered the economic impacts of the City's implementation plan for complying with SBX7-7, and affirmed its adoption of Method 3 under Water Code section 10608.20(b) for determining the City's urban water use targets; and

WHEREAS, the City Council has reviewed and considered the purposes and requirements of the Act and SBX7-7, the contents of the City's 2020 UWMP, the documentation contained in the administrative record in support of the City's 2020 UWMP, and all public and agency input received with regard to the City's 2020 UWMP, and the City Council has determined that the factual analyses and conclusions set forth in the City's 2020 UWMP are supported by substantial evidence.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF OXNARD AS FOLLOWS:

1. As it did in 2015, the City hereby adopts Method 3 under Water Code section 10608.20(b) for determining its urban water use targets. Method 3 states that the urban retail water supplier uses 95 percent of the applicable State hydrologic region target, as set forth in the State's 20x2020 Water Conservation Plan (February 2010)
2. The City Council hereby approves and adopts the City's 2020 UWMP and WSCP and orders that it be filed with the Clerk of the City.

3. The City Council hereby authorizes and directs the City's Public Works Director to incorporate non-substantive edits into the City's final 2020 UWMP and WSCP.
4. The City Council hereby authorizes the City's Public Works Director to include a copy of this Resolution in the City's 2020 UWMP and WSCP.
5. In accordance with Water Code section 10644(a), the City Council hereby authorizes and directs the City's Public Works Director to file within thirty (30) days of this Resolution's adoption date the City's 2020 UWMP and WSCP with the DWR, the California State Library, and all cities and counties within which the City provides water supplies.
6. The City Council hereby authorizes and directs the City's Public Works Director, in accordance with the Water Code section 10645, to make the City's 2020 UWMP and WSCP available for public review during normal business hours not later than thirty (3) days after filing a copy thereof with the DWR.
7. The City Council hereby authorizes and directs the City's Public Works Director, in accordance with Water Code section 10635(b), to provide that portion of the City's 2020 UWMP and WSCP prepared pursuant to Water Code section 10635(a) to all cities and counties within which the City provides water supplies not later than sixty (60) days after filing a copy thereof with the DWR.
8. The City Council hereby authorizes and directs the City's Public Works Director to implement the components of the City's 2020 UWMP in accordance with the Act and SBX7-7, including, but not limited to, the City's Water Conservation Programs and Water Shortage Contingency Plan.
9. The City Council hereby authorizes and directs the City's Public Works Director to recommend to the City Council additional steps necessary or appropriate to effectively carry out the implementation of the City's 2020 UWMP, the Act and SBX7-7.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Oxnard, State of California, held on the ____ day of October 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

John Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney

2020 Urban Water Management Plan and Water Shortage Contingency Plan

<https://www.oxnard.org/city-department/public-works/water/uwmp/>



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3

DATE: September 28, 2021

TO: Public Works and Transportation Committee

FROM: Brian Yanez, Acting Public Works Director, (805) 200-5412, brian.yanez@oxnard.org

SUBJECT: Update of Bicycle and Pedestrian Projects. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council receive and file a report on the status of the City's Bicycle and Pedestrian Master Plan.

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/vnVxtYkvxno>

BACKGROUND

In May of 2021, Councilmember Teran requested that staff provide an update to the Council on the implementation of the City's Bicycle and Pedestrian Plan and a discussion of projects, programs and other issues that affect bicycle usage within the city. This report provides a brief description of the current Bicycle Plan and its recommendations, a listing of projects completed to date and a summary of major efforts underway to update and further implement projects and safety programs for non-motorized users of the City's transportation system.

DISCUSSION

The City of Oxnard Bicycle & Pedestrian Facilities Master Plan (BPMP) was first adopted in 2002 and was a major step forward in planning for bicyclists and pedestrians within the City of Oxnard. The BPMP focused on these non-motorized users of the transportation system and helped guide infrastructure investment and project programming for the community. The BPMP can be found here on the City's website: [City of Oxnard BPMP](#)

The BPMP received a major update in 2011 that included identification of barriers to bicycling efforts, recommended programs and policies that could enhance safety and infrastructure, and recommended a robust list of projects. The BPMP listed over 90 bicycle projects that encompassed over 110 linear miles of bicycle paths, lanes and new routes throughout the city. The City has accomplished a number of these recommended projects through its Capital Improvement Program even with many years of limited funding available to deliver projects. Attachment 1 includes the 2011 BPMP map showing existing and proposed projects. Some of the significant projects completed are included in the following table:

Table 1: Significant Completed Projects

Location	Segment	Facility	Length (Mile)
Citywide	14 Locations Citywide	Flashing Beacons, new crosswalks, signage	.5
C Street	Citrus Glen to Hueneme Road	Class II, III	5
Channel Islands Blvd	Dupont to El Dorado	Class II - Lanes	.3
Oxnard Blvd.	Gonzales to Colonia	Class II - Lanes	.7
Patterson Road	Vineyard to Gonzales	Class II - Lanes	.55
Rose Avenue	Lockwood to Gonzales	Class II - Lanes	.2
Ventura Road	US 101 to Vineyard Ave	Class II - Lanes	1
Victoria Avenue	Gum Tree to Gonzales	Class I – Multi-Use Path	.37
Victoria Avenue	Gonzales to Teal Club	Class II - Lanes	1.13

In recent years, street paving and resurfacing projects have allowed for upgrades and improvements to the bicycle network. Resurfacing projects offer unique opportunities to enhance bicycle and pedestrian systems to improve safety, connectivity and integrate non-motorized components. Buffered bike lanes where possible, wider bike lanes, and green paint for high visibility near potential conflict points have been included in many of these projects. Bicycle loop detectors are installed to improve bicycle use at signalized locations. Pedestrian improvements often include new accessible ramp installations as part of overlay projects, installation of high visibility ladder-style crosswalks at uncontrolled locations and upgrading school area markings in and around school zones. Other completed projects are included in the following table:

Table 2: Other Completed Projects

Location	Segment	Modifications
C Street	Gonzales to Hueneme	Bike lanes, sharrows, signage, green paint
Camino Del Sol	Garfield to Del Norte	Improved bike lanes, buffered bike lanes, bike detection, crosswalks
Channel Islands Resurfacing	East of Oxnard Blvd.	New bike lanes and green paint
Esplanade	Oxnard Blvd. to Vineyard	Improved bike lanes, green paint
Patterson Road	Vineyard to Gonzales	Buffered bike lanes, green paint
Rice Avenue Resurfacing	Latigo to Eastman	Improved bike lanes, detection
Rose Avenue	Us 101 to Auto Center	Green paint
Rose Avenue Resurfacing	Fifth Street to Pleasant Valley	Improved bike lanes, buffered bike lanes, green paint
Rose at Gary	Intersection	Signalization, crosswalks, bike detection

Vineyard Avenue Resurfacing	Patterson to Oxnard Blvd.	Buffered bike lanes, green paint
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Beyond City initiated work, new development projects such as Riverpark and Wagon Wheel/Oakwood have included enhanced bicycle and pedestrian infrastructure to promote connectivity and alternative travel options for residents. These master planned communities include bicycle and pedestrian facilities throughout that connect the adjacent neighborhoods. Staff reviews all proposed development projects for consistency with the BPMP and when applicable projects are conditioned to include improvements that help implement the plan.

Significant new development projects currently underway include a new Class I Mixed Use Path from Vineyard Avenue to Esplanade (including new bike bridge across Oxnard Boulevard at Spur Drive.) as part of the Wagon Wheel development, improved bike lanes on Rice Avenue and Del Norte as part of the Sakioka development, and new roadway and bike lanes on Sakioka Drive from Rice to Del Norte.

Update to the BPMP

The existing 2011 BPMP was updated in 2012 with minor revisions to address changed conditions. In 2017, staff developed a scope of work to update the BPMP but was not able to pursue an update as funding was extremely limited and not able to be put towards this effort. Instead, staff sought out, and received a number of grant-funded planning projects that are intended to develop critical information and recommendations to address issues of safety, sustainability and new design possibilities to be incorporated into the next BPMP effort, which is now part of a wider Sustainable Transportation Plan.

New planning grant-funded projects include:

1. Citywide Local Roadway Safety Plan
2. Citywide Sustainable Transportation Plan
3. Safe Routes To School Plan Phase I

On April 20, 2021, the City Council awarded contracts to Fehr & Peers, to develop two planning documents, the Sustainable Transportation Plan (STP) and Local Roadway Safety Plan (LRSP). The LRSP is a technical document with the goal of updating infrastructure to improve safety. The STP is larger in scale and will include a robust public outreach component to better understand all mobility choices, patterns, needs, and incorporate prior planning documents, including the 2012 Bicycle and Pedestrian Master Plan.

Local Roadway Safety Plan (LRSP)

Bicycle and pedestrian safety continues to be a focus of the Police (PD) and Public Works departments. Enforcement and education efforts continue with PD soliciting Office of Traffic Safety (OTS) grants to address various issues. Successful OTS grants have been utilized to promote safety for bicyclists, pedestrians and other roadway users. Oxnard PD held its first Bicycle Rodeo in July of this year at the Collection at Riverpark. Children of all ages were invited to participate in an obstacle course that was both fun and educational. Officers educated participants about bicycle safety and equipment, rules of the roadway, and safe riding habits.

The PD was recently awarded funding for two new grants from the OTS regarding bicycle and pedestrian safety. The grants provide funding for educational and community outreach including hosting bicycle rodeos, pedestrian and bicycle safety education presentations, distracted driving and bike/pedestrian enforcement, and funding to purchase bicycle helmets and equipment to distribute to community members.

Additionally, a major new traffic safety element is being prepared.

The City is currently developing a comprehensive Local Roadway Safety Plan (LRSP) to identify high collision locations within the city that will recommend improvements for programming and consideration. Development of the LRSP is required by Caltrans in order for local agencies to compete for future Highway Safety Improvement Program (HSIP) funding. Projects identified in the LRSP also receive additional justification when seeking grant funds from other funding sources such as the Active Transportation Program (ATP). The LRSP will include a review of high bicycle collision locations within the city and make recommendations for improvements.

The City's consultant, Fehr & Peers, along with Public Works staff are currently reviewing planning documents, gathering and analyzing collision data, assessing traffic behavior, and coordinating stakeholder input to identify, analyze, and prioritize roadway safety improvements. Community workshops are anticipated to be held later this year and early 2022. Countermeasures will be identified where they can be most effectively applied and all data and recommendations will be combined into the LRSP for adoption by the City Council. After adoption, Fehr & Peers will then assist the City with developing the next HSIP grant applications using recommendations identified in the LRSP. The final Plan will serve as the City's Annual Traffic Safety Report and be used as a template for future reports. This plan is scheduled to be completed by summer/fall of 2022.

Sustainable Transportation Plan (STP)

The STP will be a significant additional planning tool to help the City identify, prioritize and fund transportation efforts that are sustainable, are inclusive, and can be utilized over time. Bicycle and pedestrian programs will be critical elements in this plan and help identify barriers to be removed to promote activity that is safe and successful. This includes establishing a new transportation framework that considers a balancing of transportation choices, cataloging enhanced streetscape elements, conceptualizing design alternatives, identifying funding sources, and developing project ideas, prioritization, and implementation steps that will help guide community improvements. A primary goal of the STP is to integrate public programs and projects into disadvantaged communities to achieve safety and quality of life enhancements.

The STP will combine elements from various planning efforts that include: the BPMP, area specific plans, Vision Zero and Complete Streets principles, and first/last mile planning in tandem with land use opportunities, and existing conditions. The STP is collaborative and will include extensive and inclusive community engagement to ensure that the needs of each community, age group and socioeconomic status are represented. Public outreach is kicking off this fall and will continue throughout the development of the STP. This STP is scheduled to be completed by summer 2023.

Safe Routes to School Plan (SRTS) Phase I

The City was successful in receiving \$1,981,000 in Caltrans grant funding to begin the process of developing Safe Route to School plans for all schools within the city. The grant will develop infrastructure plans for six schools and will fund 26 school zone plans when complete. Six (6) of these schools will have full improvement plans developed for construction. The newly funded SRTS planning project will combine education and encouragement activities with traffic engineering evaluations at each school to identify safer paths of travel and modernization of traffic control devices in and around each school. Current routes students walk and bike will be identified, while conditions of crosswalks and signage will be evaluated. Neighborhood maps and educational materials describing safer bicycle and walking choices will be created to be shared with students and parents. Public Works staff are working to meet Caltrans grant requirements in order to kick-off the project in early 2022. It is scheduled to be completed in 2023.

SRTS Phase II is being considered as part of the American Rescue Plan Act (ARPA) Tranche 2 funding. Additional grant funds in future Caltrans cycles will be solicited if ARPA funds are not allocated by the City Council for this effort.

It is intended that these three (3) planning efforts will be completed in 2022 and 2023 to coincide with the beginning of the Circulation Element Update as part of the City's General Plan update that will begin in 2022. Subject to funding, updates to the BPMP/STP will parallel that process to be included in the Circulation Element update.

Upcoming Capital Improvement Projects

With the passage of Measure E, significant acceleration of improvement projects is underway. Most notable is a significant investment in street paving and rehabilitation projects. As mentioned previously, resurfacing projects allow the opportunity to make beneficial changes to the bicycle and pedestrian networks using the BPMP. The following table is a list of upcoming resurfacing projects that will incorporate improvements for non-motorized users:

Table 3: Upcoming Resurfacing Projects

Location	Segment	Modifications	Length (miles)	Year
2nd Street	Ventura Road to H Street	Enhanced bike lanes, route signage	.4	2022
Cooper Road	Oxnard Blvd. to Juanita	Class II bike lane, high visibility crosswalks, school improvements	.47	2022
Doris Avenue	M Street to A Street	Edge lines, traffic calming, new signage	.78	2022
Gonzales Road	Victoria to Rice Avenue	Enhanced bike lanes, buffered bike lanes, green paint, bike detection	4.5	2022
Hueneme Road	J Street to Edison	Green Paint, enhanced signage	1.1	2022
La Colonia Green Alleys	Garfield to Juanita	Alley upgrade, protected bike lane, crosswalks, curb extensions, ped path	.3	2021
Paterson Road	Gonzales to Hemlock	Enhanced bike lanes, buffered bike lanes, green paint, bike detection	1.5	2022

A number of specific bicycle and pedestrian improvement projects are also underway. Funding limitations have required the City to rely heavily on accessing grant funding to complete projects. Grant funding acquisition has been modest with many projects moving forward with assistance from state or federal sources. The passage of Senate Bill 1 in 2017 provided significant funding opportunities for bicycle, pedestrian and safe routes for school projects. The City has been successful in acquiring many projects through that source. The following projects received funding from state and federal sources including: Active Transportation Program (ATP), Highway Improvement Safety Program (HSIP), and the Congestion and Air Quality (CMAQ) program. Projects include:

Table 4: State and Federal Funded Projects

Location	Segment	Modifications	Grant	Length (miles)	Year
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4th Street	C Street at Oxnard Blvd.	Sidewalk enhancements, curb extensions, transit stop improvements, signal improvements	\$650,000 (partially funded)	.47	2024
Etting Road	Pleasant Valley Road to city limits	Class II bike lanes, sidewalk crosswalks	\$1,099,520	.78	2022
Northeast Community, Cloyne Street	St. Mary's Drive, Snow Avenue, Cesar Chavez Drive, Juanita Avenue, Entrada Drive, Garfield Avenue, Cooper Road, Third Street, Cloyne Street	Enhanced bike lanes, crosswalks and signage, green paint, school upgrades	\$1,093,500	4.5	2022
Oxnard Blvd.	US 101 to Gonzales	Class II, green paint, detection	\$1,919,075	1.8	2022
Oxnard Blvd.	Camino Del Sol Community Garden to Cooper Road	Class I bike path	\$915,900	1.1	2022
Rose Avenue	Auto Center to Collins	Sidewalk installation	\$591,850	.2	2022
Safe Route to School Infrastructure Improvements	Curren, Fremont, Harrington, Kamala, Lemonwood, Ramona Elementary Schools	Modernize traffic control with flashing beacons, curb extensions, high visibility crosswalks	\$1,981,000	.5	2022
Ventura Road	Auto Center to Balboa Street	Class II bike lanes, sidewalks	\$1,230,000	.47	2022

Traffic Signal Detection and Transportation System Timing:

In addition to projects that can be seen along roadways, staff are also working on updating traffic signal timing throughout the City. This effort will help to increase crossing times for cyclists and pedestrians. This is a major undertaking and signal timing updates will be conducted in phases of approximately 40 intersections each. The first corridor, Gonzales Road, is scheduled to begin in 2021. Additionally, bicycle detection is being improved as part of street projects and the Traffic Signal modernization projects that will be under construction in 2022.

Next Steps

Public Works staff will return to the City Council to adopt the LRSP and STP in 2022 and 2023 respectively, after review by any City Committees and/or Commissions as required. Capital projects will continue to be reported within the annual Capital Improvement Program and will return to the City Council to award construction contracts for any work over \$200,000.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and

natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

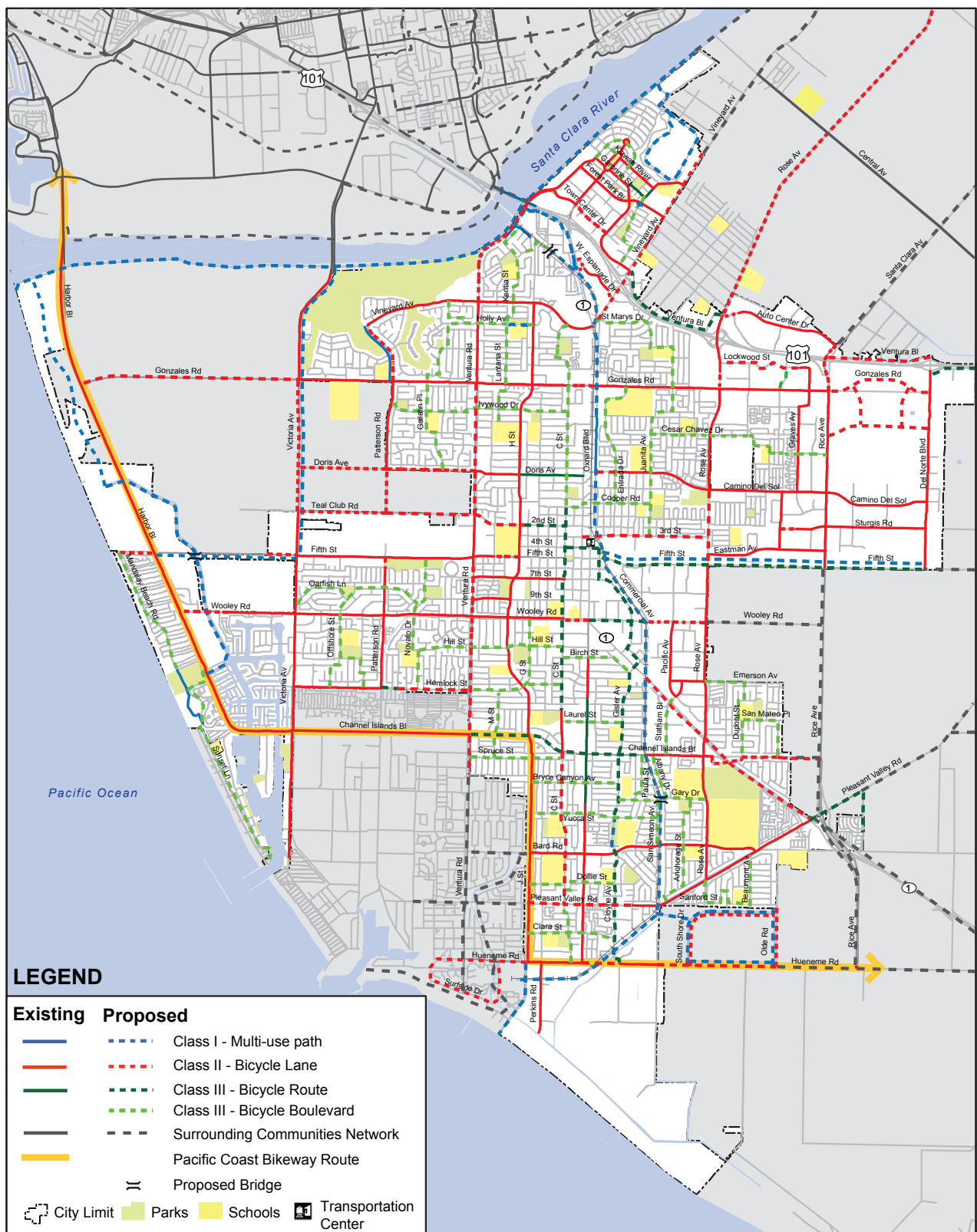
FINANCIAL IMPACT

There is no direct financial impact to receive and file this report.

Prepared by: Timothy Bochum, City Traffic Engineer, Debbie O'Leary, Transportation Planner, Tatiana Arnaout, City Engineer

ATTACHMENTS

1. BPMP Bicycle Project Map
2. Presentation



Oxnard Existing and Proposed Bicycle Facilities

Oxnard, CA
Bicycle & Pedestrian Master Plan
Source: City of Oxnard
Date: February 2012



0 0.5 1 2 Miles



Map 5-1: Oxnard Existing and Proposed Bicycle Facilities

UPDATE OF BICYCLE & PEDESTRIAN MASTERPLAN PROJECTS

Public Works and Transportation Committee
September 28, 2021

Timothy Bochum
City Traffic Engineer

That the Public Works and Transportation Committee recommend that the City Council receive and file a report on the status of the City's Bicycle and Pedestrian Master Plan.

FINAL
**City of Oxnard Bicycle &
Pedestrian Facilities Master Plan**

Approved by the City of Oxnard City Council
February 2011



Prepared for:
City of Oxnard



Prepared by:
Alta Planning + Design



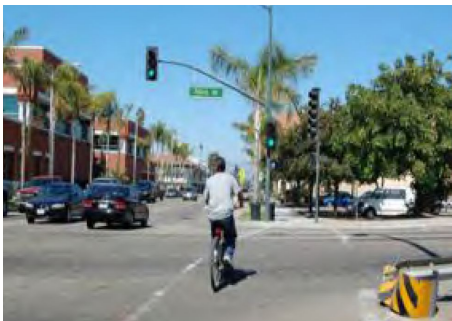
2002 - Adopted Bicycle &
Pedestrian Facilities Master Plan
(BPMP)

2011 - BPMP updated to current
Plan with minor update in 2012

2017 - BPMP update considered,
however no funding was available

The Oxnard Bicycle and Pedestrian Facilities Master Plan intends to:

Make bicycling and walking integral modes of transportation in Oxnard through a safe, interconnected system of bicycle and pedestrian facilities.



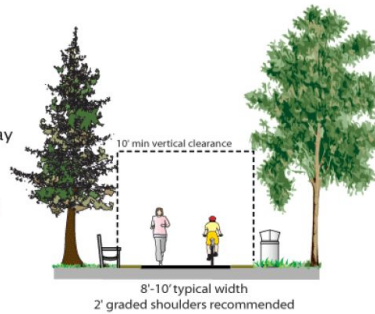
The following **objectives** serve to implement this overarching goal:

1. Continue to improve and expand pedestrian and bicycle facilities, as needed throughout the community, with a focus on improved connectivity within the city.
2. Ensure that pedestrian and bicycle networks provide direct connections between major activity centers (e.g., civic, employment, and retail centers) and minimize conflicts with other modes of transportation.
3. Improve bicycle and pedestrian access and safety to public transportation stops and stations.
4. Regard facilities for bicyclists and pedestrians as important parts of the overall transportation system and not just recreational facilities.
5. Increase the bicycle mode share throughout the city and improve bicycle access to the city's transportation system.

CLASS I SHARED USE PATH



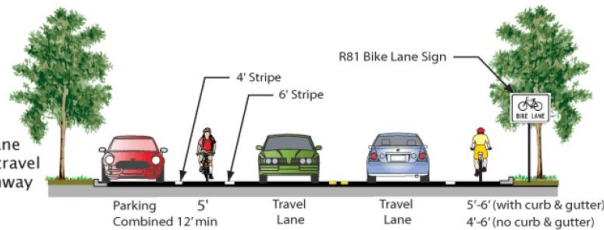
Provides completely separated right-of-way for exclusive use by bicycles and pedestrians with cross-flow minimized



CLASS II BIKE LANE



Provides striped lane for one-way bike travel on a street or highway



CLASS III BIKE ROUTE



Provides for shared-use with pedestrians or motor vehicles, typically on lower volume roadways

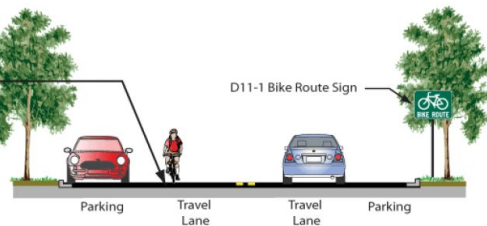
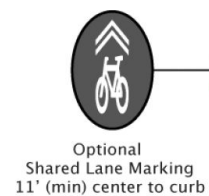
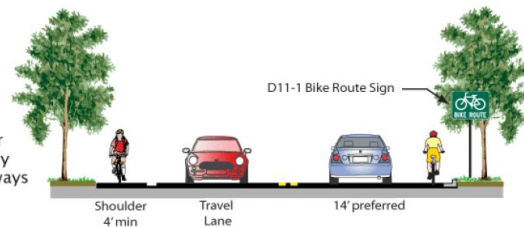


Figure 3-4: Caltrans Bikeway Classifications

A.3.2. Bicycle Lanes Next to On-Street Parallel Parking

Design Summary

Preferred for New Development: 7' bicycle lane width

Minimum Design Standard: 5' if parking stalls are marked. 12' minimum (15' preferred) for a shared bicycle/parking lane adjacent to a curb face, or 11' minimum where parking is permitted but not marked on streets without curbs.

Striping: 6" outside stripe, 4" inside stripe, "T" markings

Discussion

Bicycle lanes adjacent to on-street parallel parking are common in the United States. Crashes caused by a suddenly opened vehicle door are a hazard for bicyclists using this type of facility. Providing wider bicycle lanes is one way to mitigate potential bicyclist collisions with car doors. However, if the outer edge of the bicycle lane abuts the parking stall, bicyclists may still ride too close to parked cars. Bicycle lanes that are too wide may also encourage vehicles to use the bicycle lane as a loading zone in busy areas where on-street parking is typically full or motorists may try to drive in them. Encouraging bicyclists to ride farther away from parked vehicles will increase the safety of the facility.

If sufficient space is available, the preferred design (upper right) provides a buffer zone between parked cars and the bicycle lane. This could be accomplished by using parking "T"s to increase separation. If parking volume is substantial or turnover is high, the preferred design is advised. Bicycle lanes shall not be placed between the parking area and the curb.

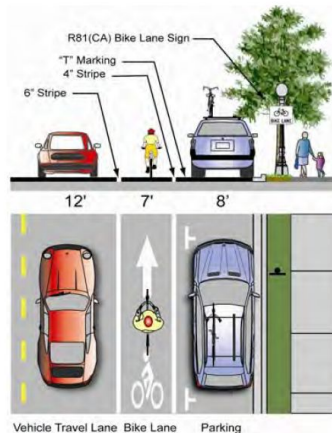
Design Example



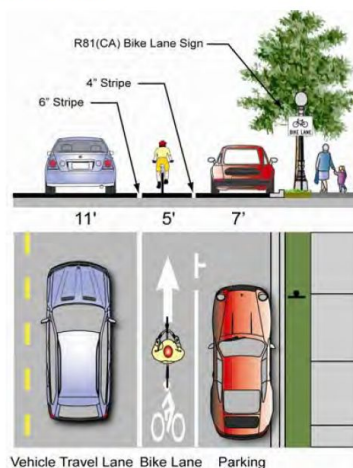
Guidance (see following page)

- California MUTCD
- Caltrans Highway Design Manual (Chapter 1000)
- AASHTO Guide for the Development of Bicycle Facilities

Preferred Design (if space is available)



Minimum Design



Appendix A:

Includes design guidance for development of bike and ped facilities.

A.4.4. Shared Roadway Bicycle Markings (SRBM)

Design Summary

Door Zone Width:

The width of the door zone is generally assumed to be 2.5 feet from the edge of the parking lane.

Recommended SRBM placement:

For 7' parking lanes a minimum of 11' from edge of curb where on-street parking is present but may be placed more than 11 feet as conditions support. Shared lane markings adjacent to an 8' parking stall may be installed at a minimum of 12' from centerline to curb.

Discussion

Shared Roadway Bicycle Marking stencils (also called "Sharrows") have been introduced for use in California as an additional treatment for Class III facilities and are only currently allowed in conjunction with on-street parking.

The stencil can serve a number of purposes, such as reminding bicyclists to ride further from parked cars to prevent "dooring" collisions, making motorists aware of bicycles potentially in their lane, and showing bicyclists the correct direction of travel.

Placing the SRBM between vehicle tire tracks may also be considered as it will increase the life of the markings and reduce the long-term cost of maintenance to the treatment.

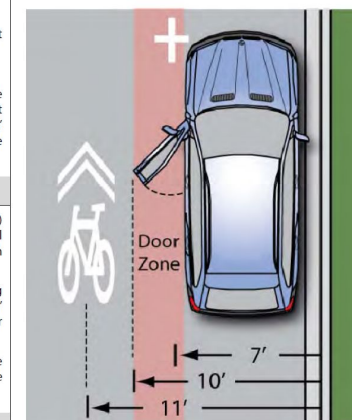
Design Example

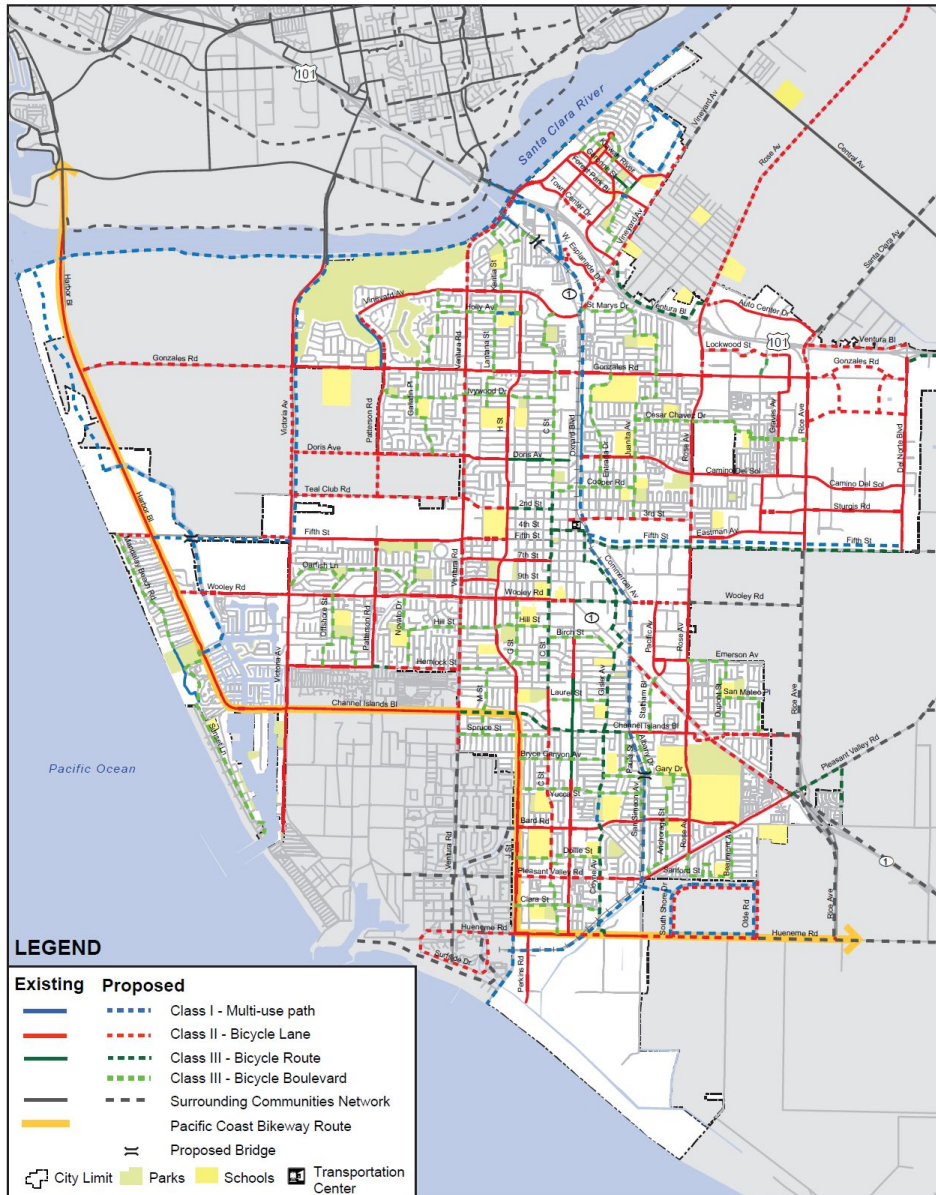


Guidance

- California MUTCD

Minimum Design





Oxnard Existing and Proposed Bicycle Facilities

Description:

Over 90 distinct projects identified.

Included all types of facilities (Class I through Class III)

Class I (Paths)	30.5
Class II (Lanes)	40.7
Class III (Routes)	38.1
Total:	109.3

Priorities based upon various factors (points of interest, schools, barriers, shopping, etc.)

Bicycle Project 1: Bicycle Route and Bicycle Boulevard on C Street from Gonzalez Road to Channel Islands Boulevard

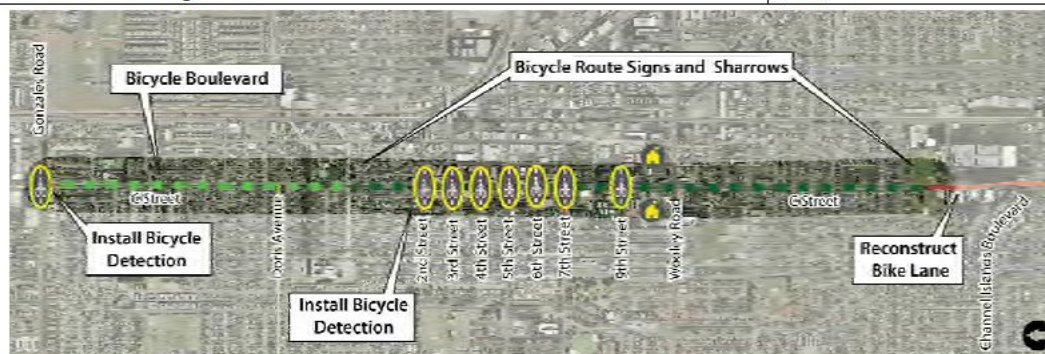
Description of Area and Issues

C Street is a long, uninterrupted, mostly residential street that runs almost the entire length of Oxnard with a speed limit of 30 mph. This project corridor connects the downtown area with Oxnard's northern and southern neighborhoods and is a city bus route. A bicycle boulevard on the northern segment of the project is recommended because this portion of C Street runs through primarily residential land uses with low traffic speeds and volumes, whereas the southern segment of the project runs through commercial land uses. This project will connect to existing bikeways on C Street, Wooley Rd, 7th St, Doris Ave, and Gonzales Road. Signs and pavement markings will help bicyclists' interactions with motorists, and help increase bicyclist safety to ensure that bicyclists can use C Street as a through road.

Improvement Recommendations

- Shared Lane Markings
- Bicycle Route signage
- Bicycle Signal Actuation
- Bicycle Video Detection

Cost Estimate (excluding bike detection):
\$125,000



Site Photo: C Street Photo Simulation



C Street can be improved for bicyclists by installing shared lane markings and signage that identifies it as a bicycle route. The existing bike lanes on C Street do not meet new design guidelines and should be reconstructed to 7' in width if right-of-way is available or to a minimum of 5' as part of the project.

The photo simulation at left shows C Street with shared lane markings.

Design Guidelines & Standards

Bicycle Route on Collector / Residential Street 1.4.2
Bicycle Boulevards 1.4.4- 1.4.8.
Shared Lane Marking 1.4.3
Signalization (Video Detectors) 1.5

Table 1: Significant Projects Completed (partial)

Location	Segment	Facility	Length (Mile)
C Street	Citrus Glen to Hueneme Road	Class II, III	5.0
Channel Islands Blvd	Dupont to El Dorado	Class II - Lanes	.3
Oxnard Blvd.	Gonzales to Colonia	Class II - Lanes	.7
Patterson Road	Vineyard to Gonzales	Class II - Lanes	.55
Rose Avenue	Lockwood to Gonzales	Class II - Lanes	.2
Ventura Road	US 101 to Vineyard Ave	Class II - Lanes	1.0
Victoria Avenue	Gum Tree to Gonzales	Class I – Multi Use Path	.37
Victoria Avenue	Gonzales to Teal Club	Class II - Lanes	1.13
Citywide	14 Locations Citywide	Flashing Beacons, new crosswalks, signage	N/A

Table 2: Other Completed Projects

Location	Segment	Modifications
C Street	Gonzales to Hueneme	Bike lanes, sharrows, signage, green paint
Camino Del Sol	Garfield to Del Norte	Improved bike lanes, buffered bike lanes, bike detection, crosswalks
Channel Islands Resurfacing	East of Oxnard Blvd.	New bike lanes and green paint
Esplanade	Oxnard Blvd. to Vineyard	Improved bike lanes, green paint
Patterson Road	Vineyard to Gonzales	Buffered bike lanes, green paint
Rice Avenue Resurfacing	Latigo to Eastman	Improved bike lanes, detection
Rose Avenue	Us 101 to Auto Center	Green paint
Rose Avenue Resurfacing	Fifth Street to Pleasant Valley	Improved bike lanes, buffered bike lanes, green paint
Rose at Gary	Intersection	Signalization, crosswalks, bike detection
Vineyard Avenue Resurfacing	Patterson to Oxnard Blvd.	Buffered bike lanes, green paint

Provides a unique opportunity to incorporate improvements



Vineyard Avenue - Before



Vineyard Avenue – After
(Buffered bike lanes, green paint at conflicts, bike detection)

Provides a unique opportunity to incorporate improvements



Patterson Road - Before



Patterson Road – After
(Buffered bike lanes, Separated bikes from peds, improved signage)

Provides a unique opportunity to incorporate improvements



Patterson Road - Before



Patterson Road – After
(Separated bike lanes, improved markings)

Projects and Programs on the Way



A Lot on the horizon:

- Upcoming Opportunities- Resurfacing Projects & Other CIP (Measure E Investments)
 - Grant Funded and other project Efforts
 - Traffic Signal Timing Improvements for Ped & Bike Safety
 - Local Roadway Safety Plan
 - Sustainable Transportation Plan
-

Table 3: 2021 & 2022 Resurfacing Projects

Location	Segment	Modifications	Length (miles)	Year
2nd Street	Ventura Road to H Street	Enhanced bike lanes, route signage	.4	2022
Cooper Road	Oxnard Blvd. to Juanita	Class II bike lane, high visibility crosswalks, school improvements	.47	2022
Doris Avenue	M Street to A Street	Edgelines, traffic calming, new signage	.78	2022
Gonzales Road	Victoria to Rice Avenue	Enhanced bike lanes, buffered bike lanes, green paint, bike detection	4.5	2022
Hueneme Road	J Street to Edison	Green Paint, enhanced signage	1.1	2022
La Colonia Green Alleys	Garfield to Juanita	Alley upgrade, protected bike lane, crosswalks, curb extensions, ped path	.3	2021
Patterson Road	Gonzales to Hemlock	Enhanced bike lanes, buffered bike lanes, green paint, bike detection	1.5	2022

Road Construction and Resurfacing Projects in the City of Oxnard

Find address or place



Layer List

Layers

☒ Proposed Streets Construction Projects

☒ Individual Streets

Residential Street Resurfacing - Various Locations

Preventative Maintenance

Bryce Canyon S & N Neighborhood Street Resurfacing

Capital Improvement Street Projects

Fremont North Neighborhood Street Resurfacing Prj.

La Colonia Neighborhood Street Resurfacing

Ormond Beach Neighborhood Resurfacing Project

Alley Reconstruction at Various Locations - Phase III (Hero Alleys)

Alley Reconstruction at Various Locations - Phase IIIA

Arterial Street Resurfacing at Various Locations

Incorporate improvements where feasible:



Patterson Road – S/O Fifth
(Potential drop of 2nd lane, Buffer
Bike Lanes, signage)



Patterson Road – Near Oarfish
(Separated & widened bike lanes,
improved Intersection
channelization)



**LA COLONIA
GREEN ALLEY
NETWORK**

KEY



Alley proposed for improvements:

- Tier 1
- Tier 2



0

1/4 mi



New Alley Appearance with Bike/Ped Focus

Enhanced Street Crossings



Table 4: State and Federal Funded Projects

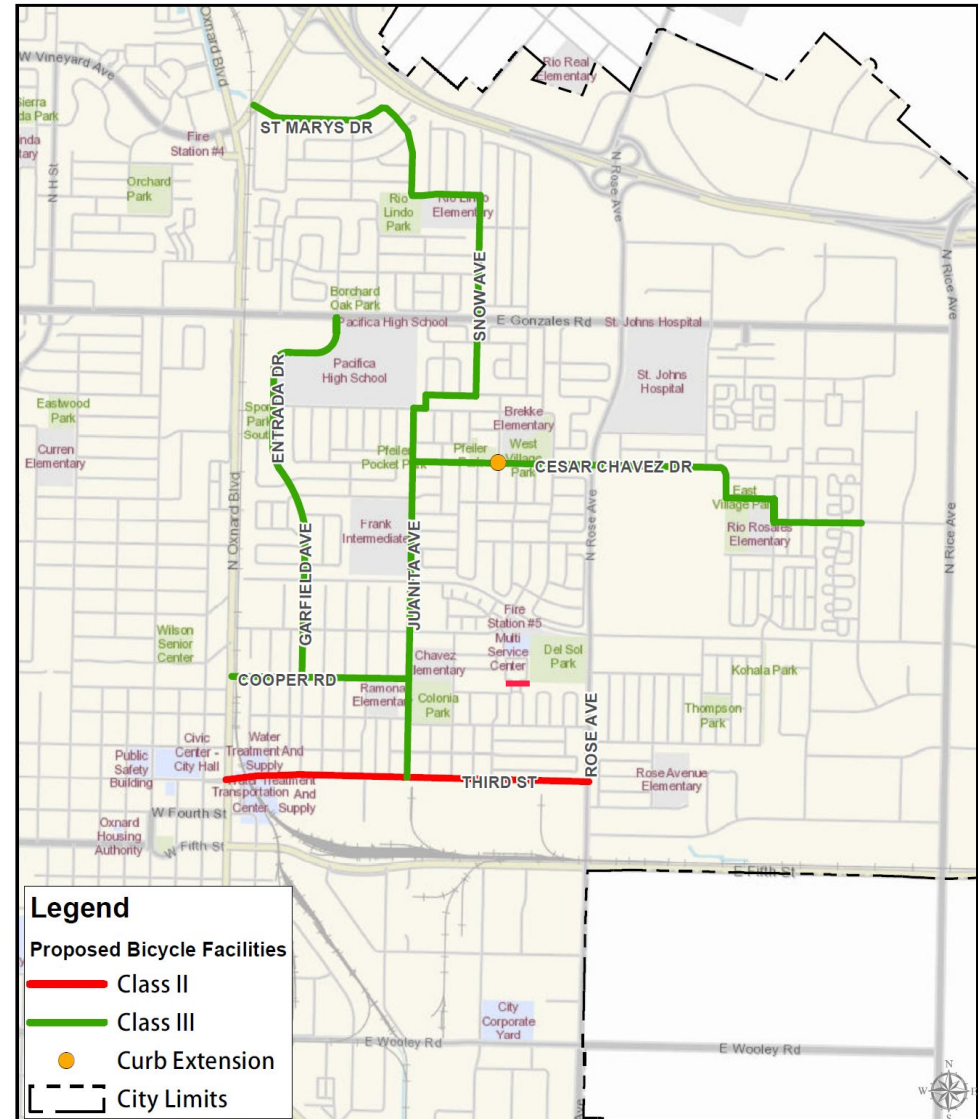
Location	Segment	Modifications	Grant	Length (miles)	Year
4th Street	C Street at Oxnard Blvd.	Sidewalk enhancements, curb extensions, transit stop improvements, signal improvements	\$650,000	.47	2024
Etting Road	Pleasant Valley Road to city limits	Class II bike lanes, sidewalk crosswalks	\$1,099,522	.78	2022
Northeast Community, Cloyne Street	St. Mary's Drive, Snow Avenue, Cesar Chavez Drive, Juanita Avenue, Entrada Drive, Garfield Avenue, Cooper Road, Third Street, Cloyne Street	Enhanced bike lanes, crosswalks and signage, green paint, school upgrades	\$1,093,494	4.5	2022
Oxnard Blvd.	US 101 to Gonzales	Class II, green paint, detection	\$1,919,074	1.8	2022
Oxnard Blvd.	Camino Del Sol Community Garden to Cooper Road	Class I bike path	\$915,861	1.1	2022
Rose Avenue	Auto Center to Collins	Sidewalk installation	\$591,846	.2	2022
Safe Route to School Infrastructure Improvements	Curren, Fremont, Harrington, Kamala, Lemonwood, Ramona Elementary Schools	Modernize traffic control with flashing beacons, curb extensions, high visibility crosswalks	\$1,981,000	.5	2022
Ventura Road	Auto Center to Balboa Street	Class II bike lanes, sidewalks	\$1,230,000	.47	2022

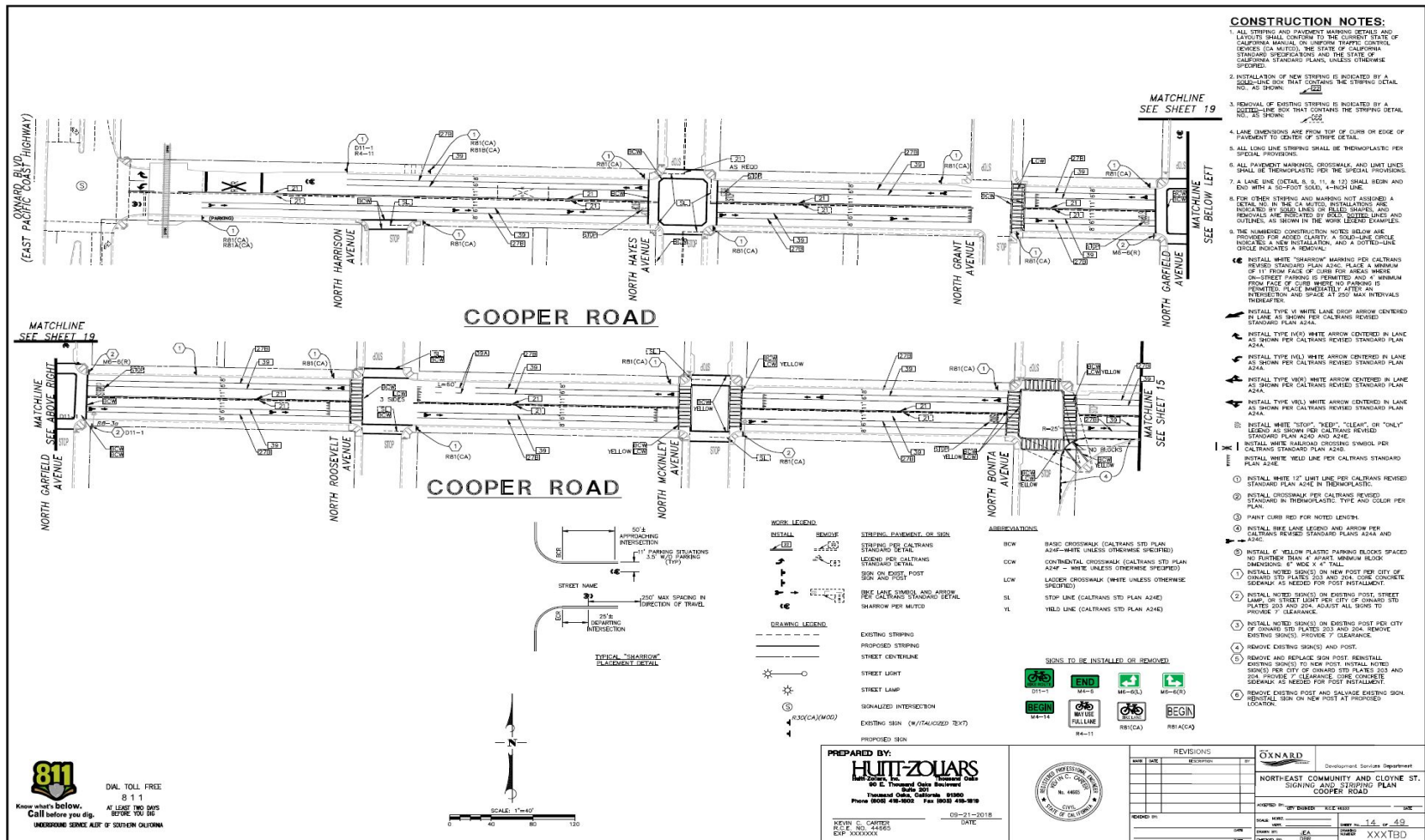
Upcoming projects:

- North East Communities (NEC Bikeways;
- Third Street Bike Lane;
- Bike Routes - Class III's

Connecting schools and places

BICYCLE & PEDESTRIAN FACILITIES (PW17-36): EXHIBIT 14 - CLOYNE STREET PROJECT LOCATION

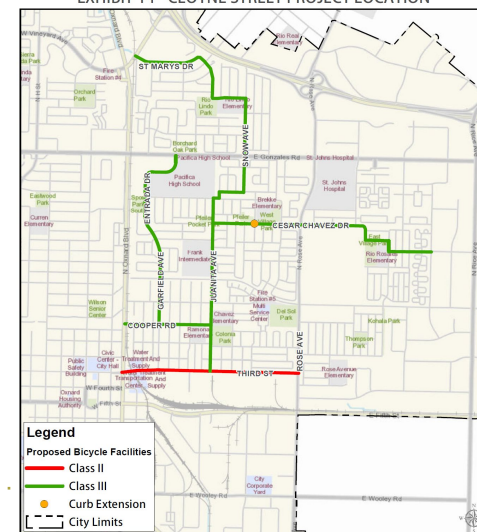




Repave Road (Oxnard Blvd to Juanita): Install new access ramps, bulb outs, intersection treatments, crosswalk upgrades!

[illegible]

BICYCLE & PEDESTRIAN FACILITIES (PW17-36):
EXHIBIT 14 - CLOYNE STREET PROJECT LOCATION





- In Design
- New Bike Lanes connecting La Colonia to Downtown
- Modify Vehicle Lanes to Reduce Speeds
- Construction: 2022

2020 - Received Caltrans Active Transportation Plan (ATP) grant for Safe Routes to School (SRTS) infrastructure and non-infrastructure plan, **awarded \$1,981,000** starting fiscal year 21-22



STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
ATP CYCLE 5 APPLICATION FORM
 LAPG 22-U (REV 08/2020)

[Index Page](#) **Page 1 of 45**
 v3.8
 7-Oxnard, City of-1
 SRTS Safety and Enhancements Project

For training, resources, and technical assistance that can help with an ATP application, please visit the Active Transportation Resource Center (ATRC) at: <http://caatpresources.org/>

ACTIVE TRANSPORTATION PROGRAM

IMPLEMENTING AGENCY: Oxnard, City of

PROJECT TYPE: Infrastructure + NI - Small






PROJECT APPLICATION NO.: 7-Oxnard, City of-1

PROJECT NAME: SRTS Safety and Enhancements Project

PROJECT DESCRIPTION: Provide safe routes to six (6) schools in Oxnard by installing enhanced safety crossing improvements and implementing a Citywide non-infrastructure program for all 26 schools.

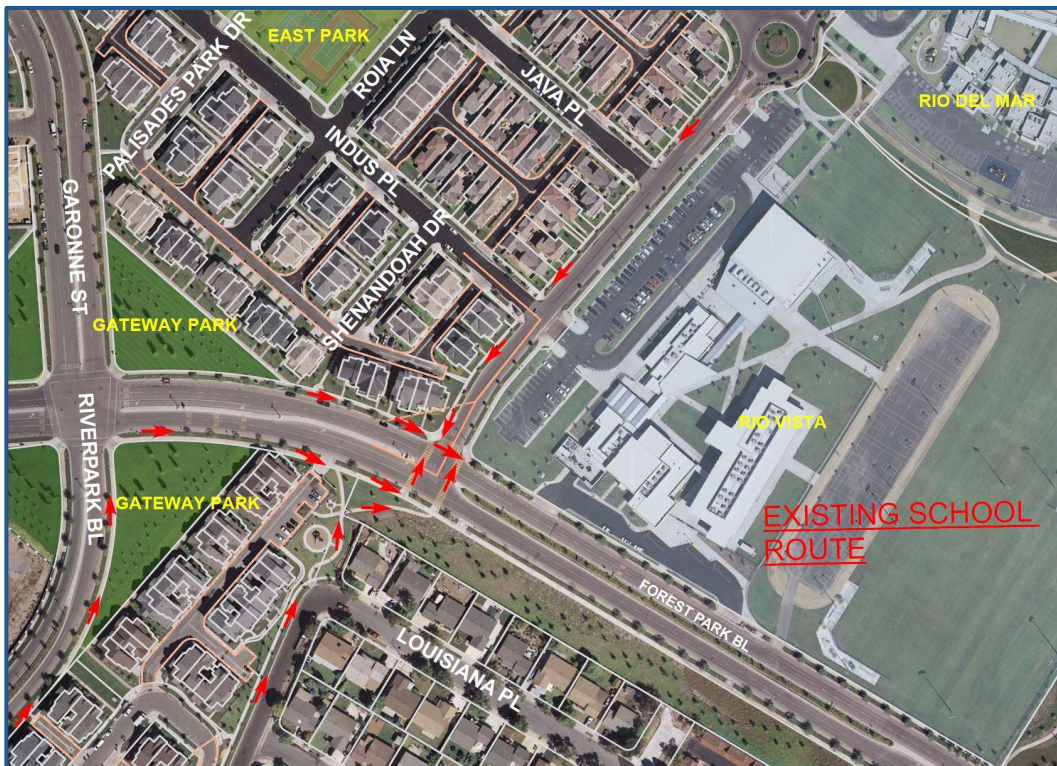
PROJECT LOCATION: Improvements adjacent to six schools in Oxnard (Fremont Middle, Curren, Kamala, Harrington, Lemonwood, and Ramona Elementary Schools) and Citywide non-infrastructure program.

ATP FUNDED COMPONENTS						
Infrastructure				Non-Infrastructure	Plan	
PA&ED	PS&E	R/W	CON			
\$ -	\$ 202	\$ -	\$ 1,480	\$ 299	\$ -	
FY -	FY 21/22	FY -	FY 22/23	FY 22/23	FY -	

PROJECT FUNDING INFORMATION (1,000s)						
Total Project \$	Total ATP \$	Total Non-ATP \$	Past ATP \$	Leveraging \$	Non-Participating \$	Future Local \$
1,981	1,981	-	-	-	-	-

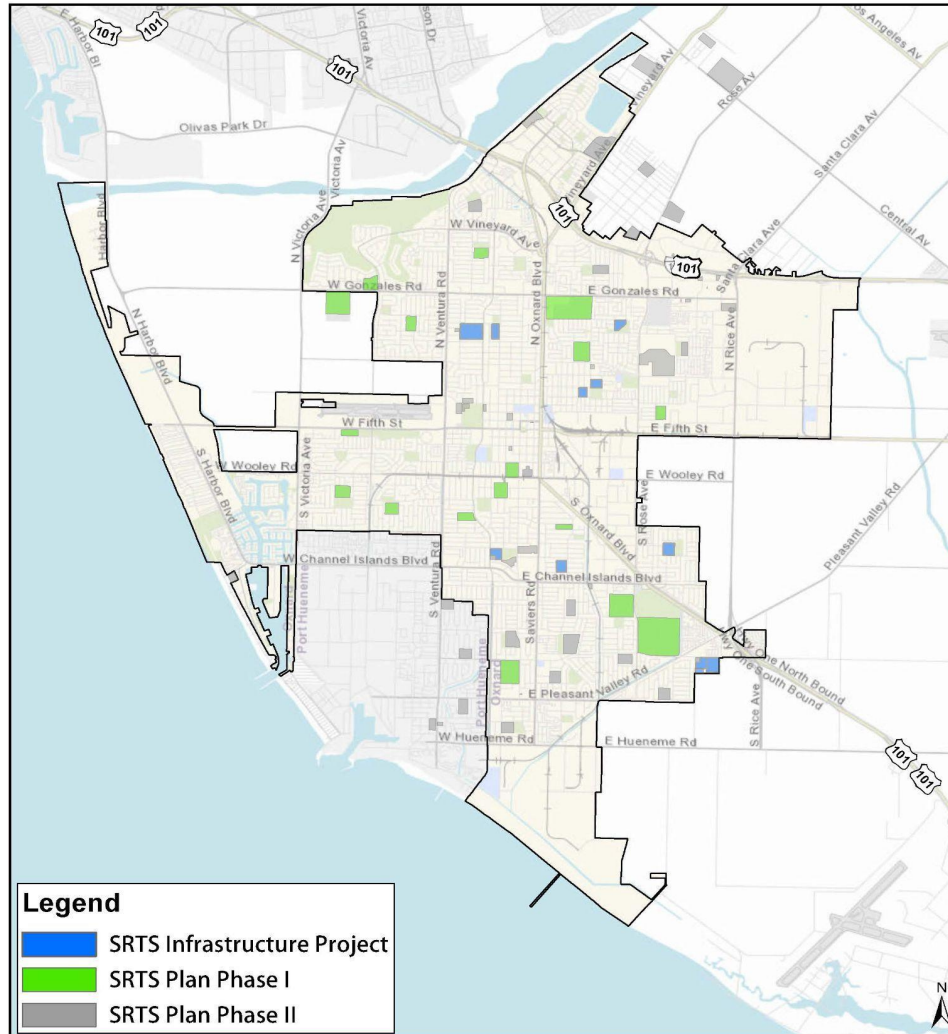
Safe Routes to School Plan:

- Identify safe routes for students walking and biking to each school
- Prepare cost estimates for improvements
- Conduct education events
- Prepare Grant Requests



Example

CITY OF OXNARD UPCOMING SCHOOL AREA PROJECTS BY TYPE



Created by
OXNARD
Geographic Information Systems Division
July 2021

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Data Source:
City of Oxnard GIS Division
County of Ventura GIS Program



STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
ATP CYCLE 5 APPLICATION FORM
LAPG 22-U (REV 08/2020)

SRTS Safety and En

Part B: Narrative Questions

Question #2

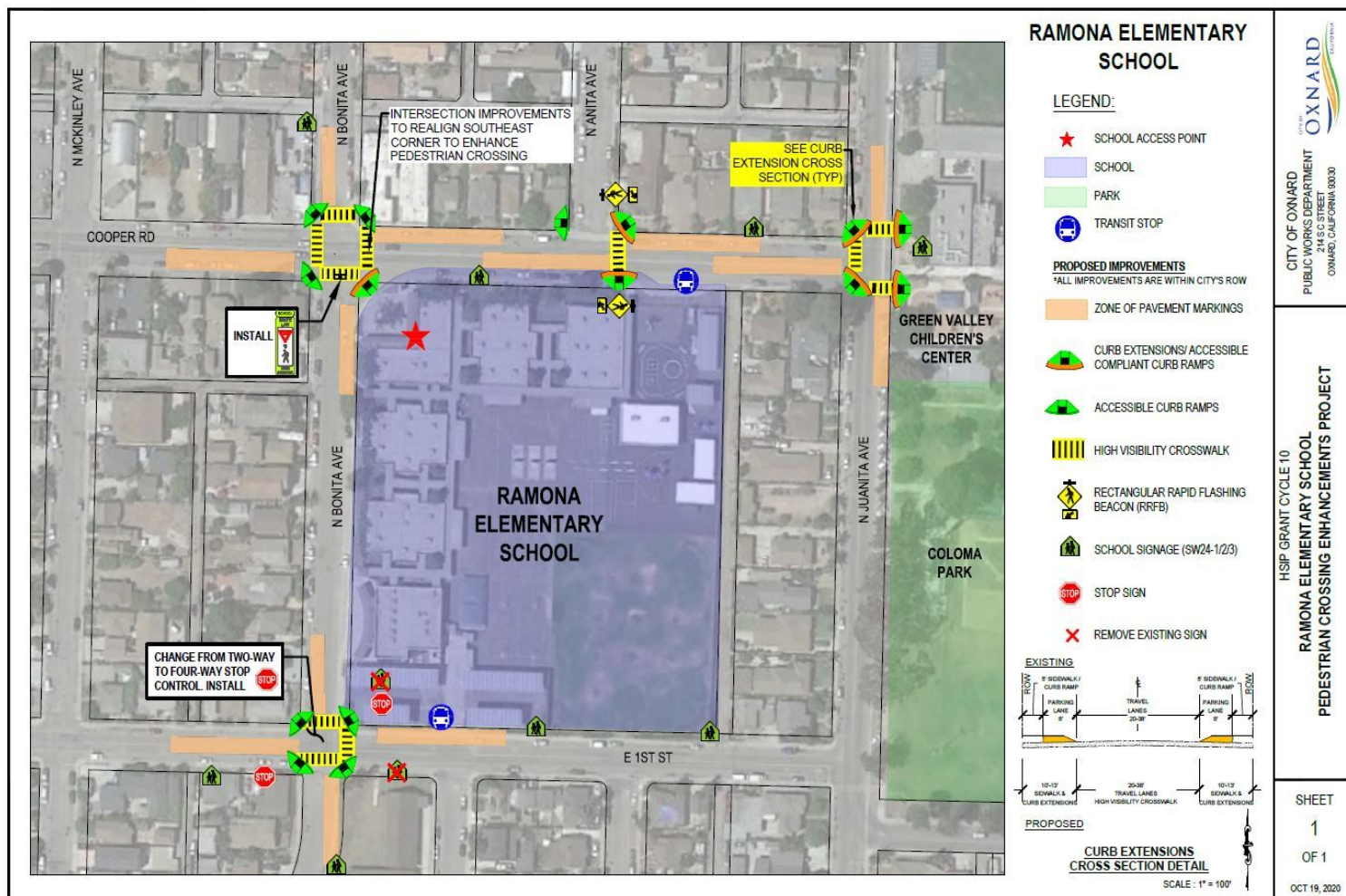
QUESTION #2

POTENTIAL FOR INCREASED WALKING AND BICYCLING, ESPECIALLY AMONG STUDENTS, INCLUDING THE IDENTIFY WALKING AND BICYCLING ROUTES TO AND FROM SCHOOLS, TRANSIT FACILITIES, COMMUNITY CENTERS, EMPLOY CENTERS, AND OTHER DESTINATIONS; AND INCLUDING INCREASING AND IMPROVING CONNECTIVITY AND MOBILITY FOR MOTORIZED USERS. (0-52 POINTS)

Safe Routes to School projects: The following information related to the Safe Routes to School Projects data was already 3 of the application.

School	Total Student Enrollment	Approx. # of Students Living Along School Route Proposed
Bernice Curren School	1,026	85
Fremont Academy of	1,065	88
Harrington Elementary School	568	47
Kamala Elementary School	1,119	92
Lemonwood Elementary School	844	70
Ramona Elementary School	606	50
Thurgood Marshall Elementary	593	391
Juan Lagunas Soria Elementary	1,032	681
Drifill Elementary School	1,169	771
Elm Elementary School	574	378
Haydock Academy of Arts and	574	378
Cesar E Chavez Elementary	896	591
Marina West Elementary School	595	392
McKinna Elementary School	711	469
Rose Avenue Elementary School	622	410
Sierra Linda Elementary School	661	436
Christa McAuliffe Elementary	698	460
Emilie Ritchen Elementary	612	403
R.J. Frank Academy of Marina	1,223	807
Norman R Brekke Elementary	600	396
Condor High School	510	336
Oxnard Middle College High	39	25
Pacifica High School	3,099	2,045
Channel Islands High School	2,596	1,713
Hueneme High School	2,186	1,442
Oxnard High School	2,727	1,799
Total	26,945	14,755

26 SCHOOLS, SAFE ROUTES TO SCHOOL SAFETY & ENHANCEMENTS PLAN



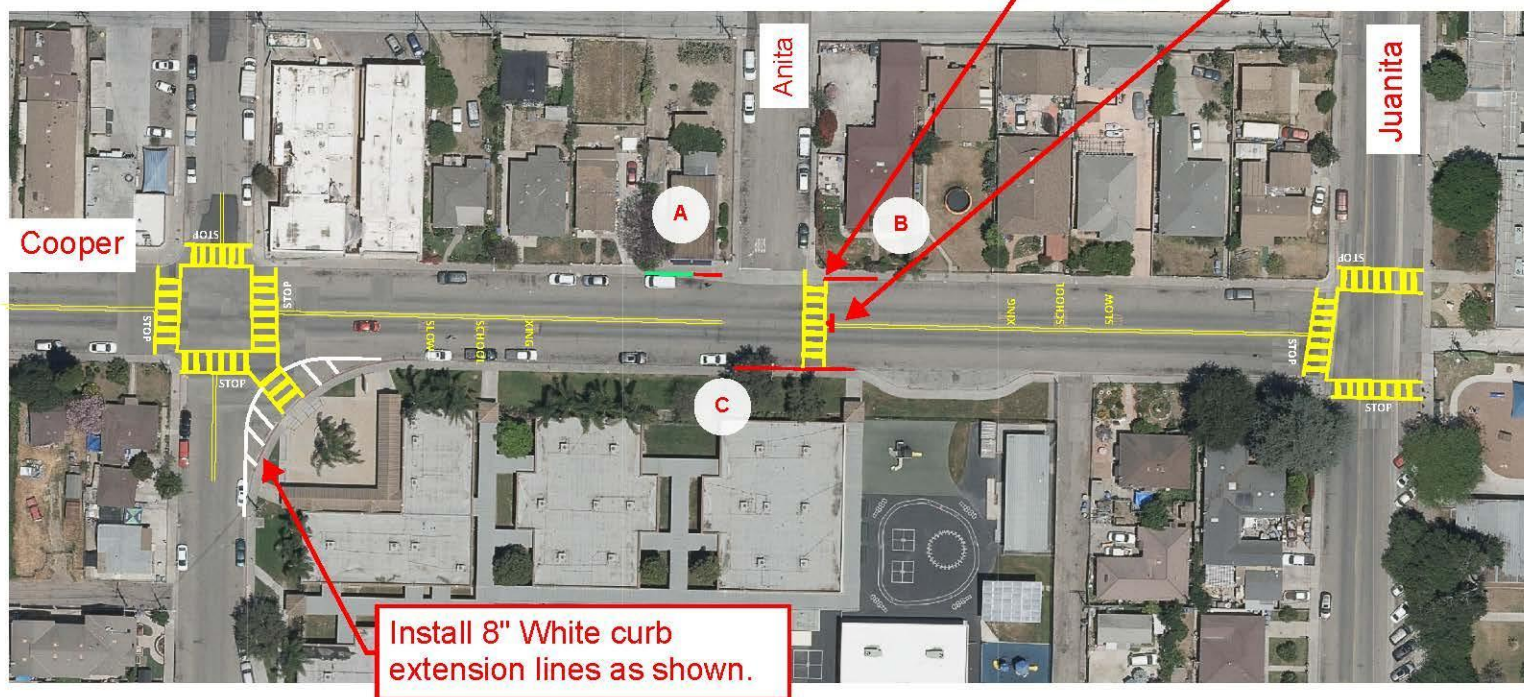
MAKE RECENT CHANGES PERMANENT - Install new access ramps, bulb outs intersection at Bonita, etc.

- Installed Hi Visibility Crosswalks at all Crossings
- Improved sight distance at Anita
- Installed Warning Sign in Street
- Realigned Bonita At Cooper

Install Yellow Hi Vis Ladder Crosswalk (as shown - typical)



Install R1-6B on Centerline as shown

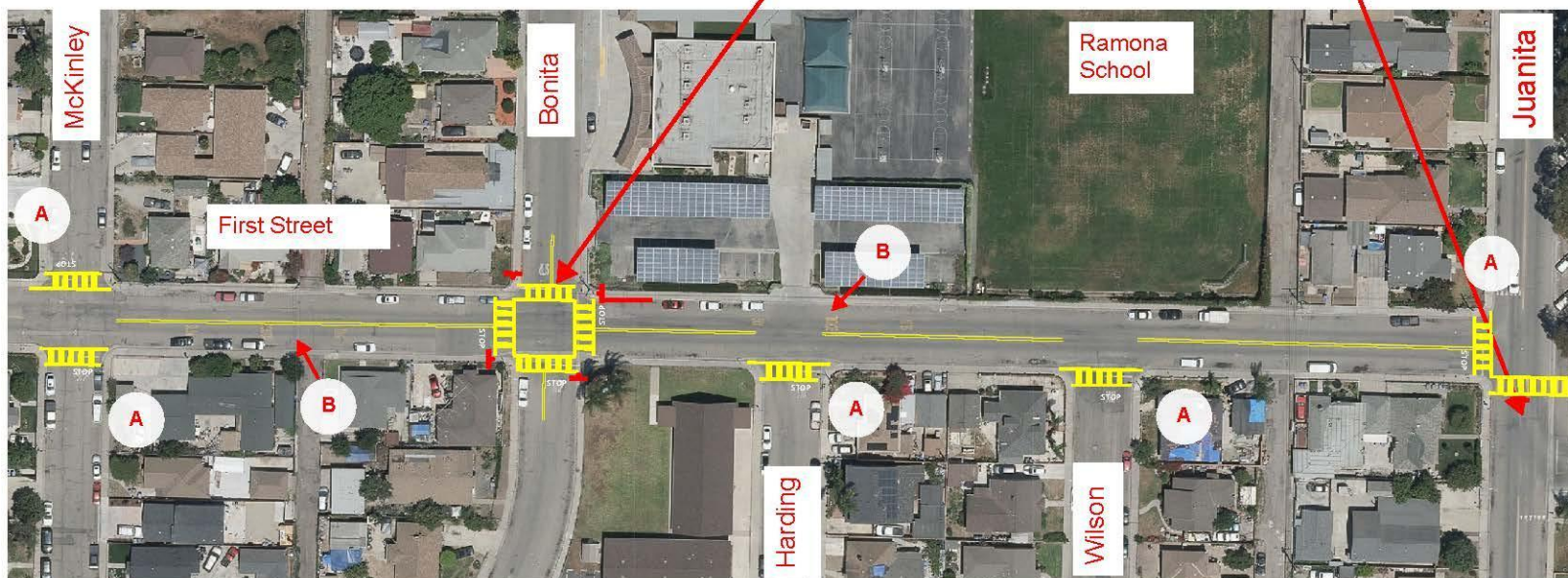


Cooper Road

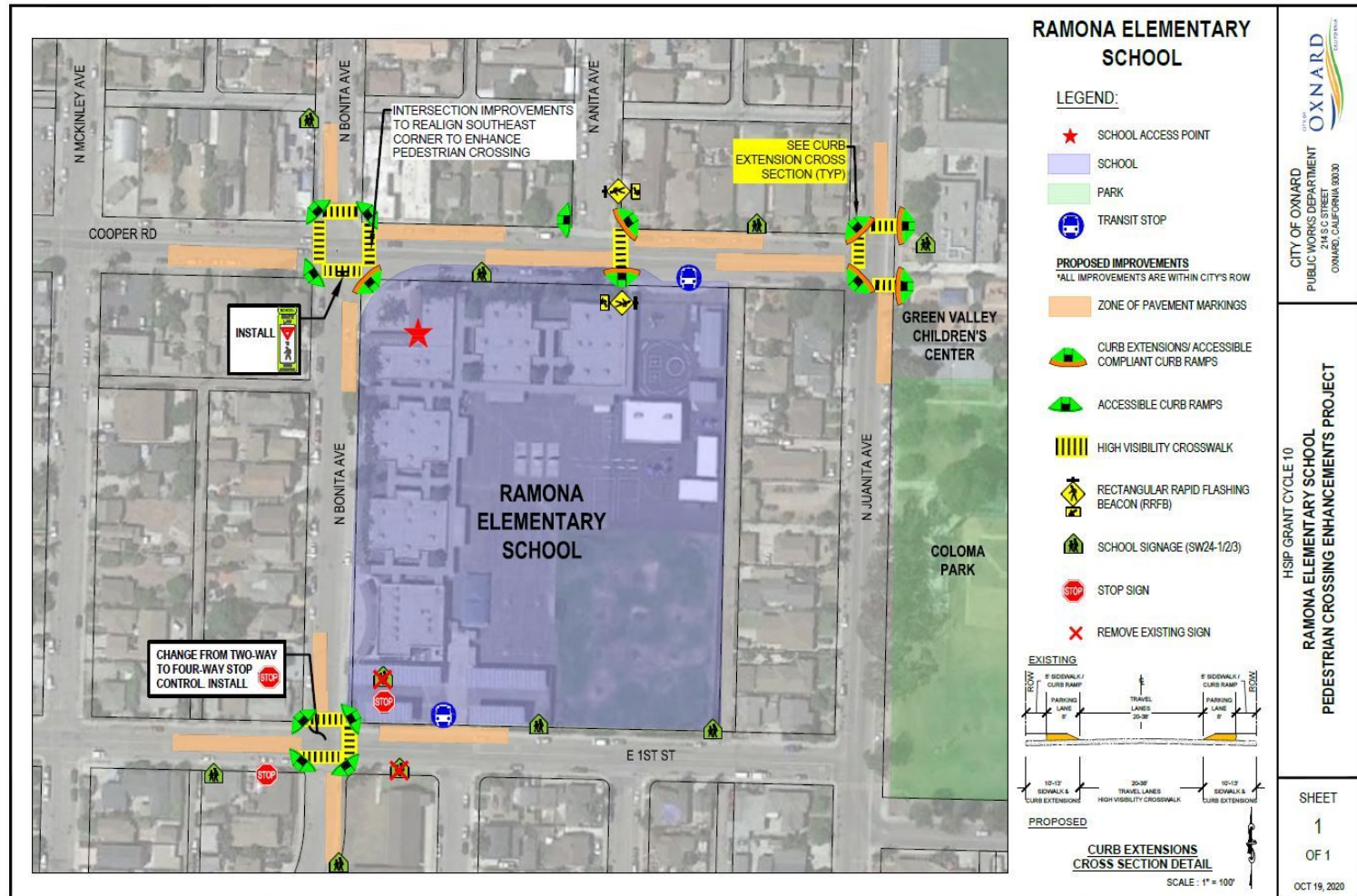
- Installed All Way Stop at Bonita
- Installed Hi Visibility Crosswalks at all Crossings
- Improved sight distance at Anita
- Installed Warning Sign in Street

Install Yellow Hi Vis Ladder Crosswalk (as shown - all 4 legs)

Install R1-6B on Centerline as shown



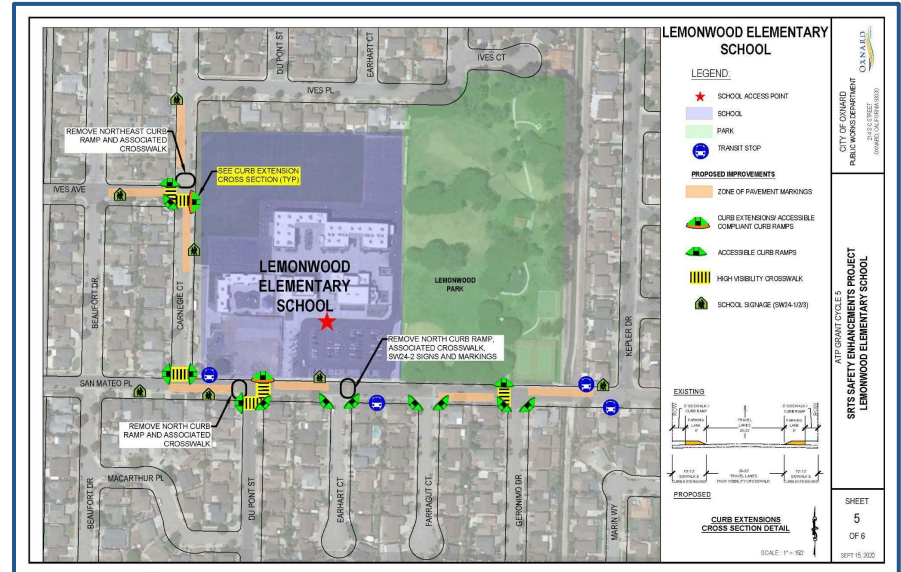
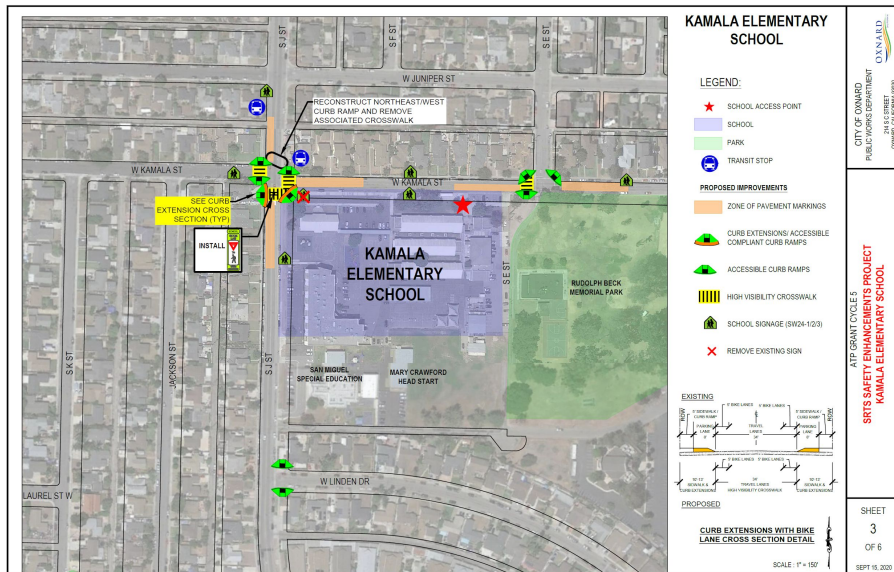
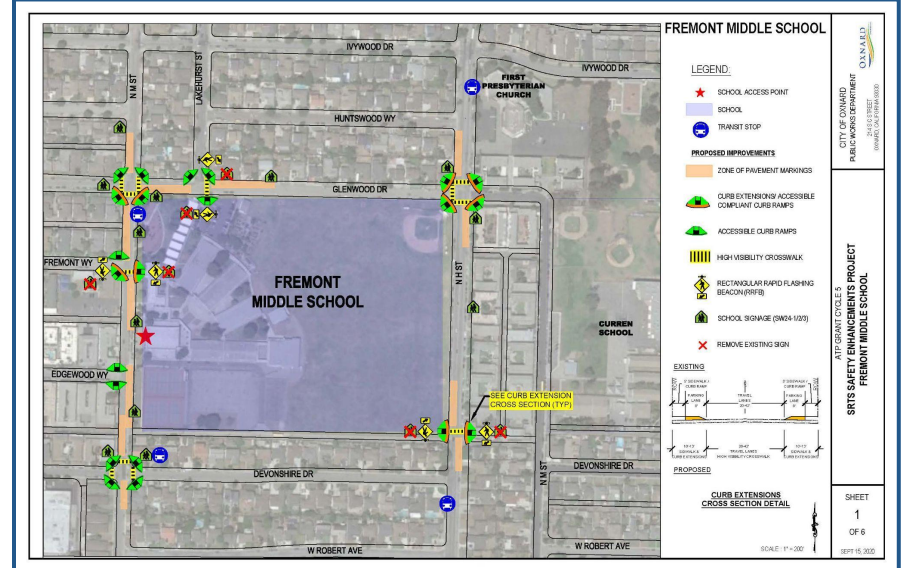
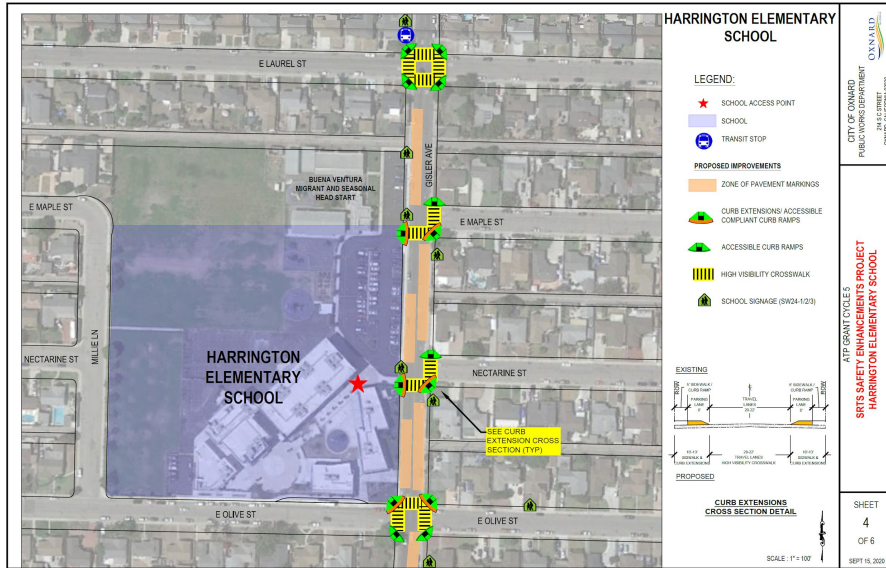
First Street

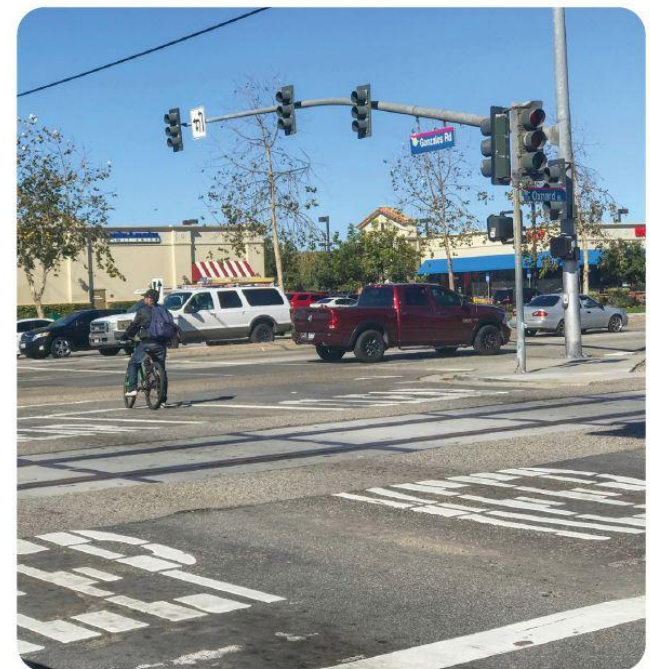


Install new access ramps, bulb outs intersection at Bonita, etc.

SRTS – OTHER IMPROVEMENT PROJECTS (2022)

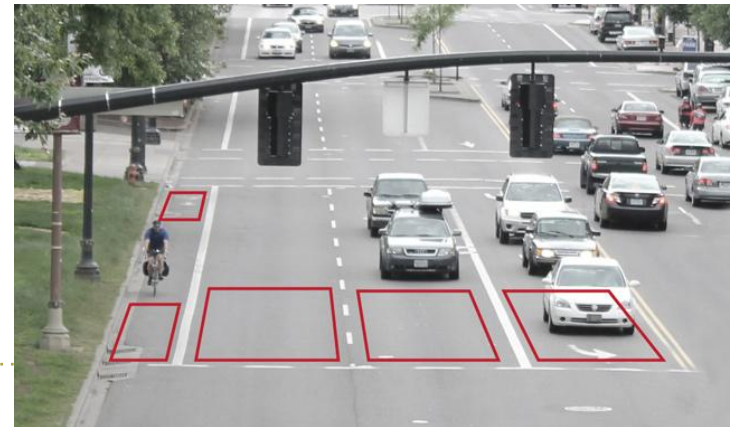
35





Traffic Signal Bicycle and Pedestrian Efforts:

- Include Bicycle and pedestrian detection upgrades as part of paving and other CIP projects
- Review Corridors and upgrade pedestrian and vehicle clearance times for improved safety
 - Rose Avenue, Gonzales (2021/22)
 - Victoria, Ventura, Oxnard Blvd., Saviers, Rice (2022)
- Upgrade to Video Detection where possible for improved monitoring and data collection



OXNARD *Preserving the City's Assets*

Capital Improvement Program 2021-26 95

4th Street Mobility Improvements

Transportation &
Drainage



4th Street between Oxnard Blvd and C Street
Council District(s): 4

OXNARD *Preserving the City's Assets*

Capital Improvement Program 2021-26 98

Bicycle & Pedestrian Facilities

Transportation &
Drainage



Multiple
Council District(s): Citywide

OXNARD *Preserving the City's Assets*

Capital Improvement Program 2021-26 99

C Street Bicycle Facilities Installation

Transportation &
Drainage



C Street, Hill Street, Hemlock Avenue
Council District(s): 4

OXNARD *Preserving the City's Assets*

Capital Improvement Program 2021-26 104

Etting Road Bicycle & Pedestrian Facilities Installation

Transportation &
Drainage



Etting Road from Pleasant Valley to Oxnard Boulevard
Council District(s): 5

Our Assets, Our Safety, Our Future

2021-2026 City of Oxnard
Five Year Capital Improvement Program



OXNARD *Preserving the City's Assets*

Capital Improvement Program 2021-26 107

La Colonia Green Alleys

Transportation & Drainage



La Colonia Neighborhood

Council District(s): 3

OXNARD *Preserving the City's Assets*

Capital Improvement Program 2021-26 112

Oxnard Boulevard Bicycle Facilities Installation

Transportation & Drainage



Oxnard Boulevard from SR 101 to Gonzalez Boulevard

Council District(s): 2

OXNARD *Preserving the City's Assets*

Capital Improvement Program 2021-26 113

Oxnard Trail Class I Bike Path Camino Del Sol to Cooper Road

Transportation & Drainage



Oxnard Boulevard from Camino Del Sol to Cooper Road

Council District(s): 3

OXNARD *Preserving the City's Assets*

Capital Improvement Program 2021-26 114

Oxnard Trail Class I Bike Path Cooper Road to 2nd Street

Transportation & Drainage



UPRR Railroad Safety Trail from Cooper Road to 2nd Street

Council District(s): 3 & 4



OXNARD *Preserving the City's Assets*

Capital Improvement Program 2021-26 117

Ramona Preschool Pedestrian Crossing Enhancements

Transportation & Drainage



Intersections adjacent to Ramona Preschool
Council District(s): 3

OXNARD *Preserving the City's Assets*

Capital Improvement Program 2021-26 119

Rose Avenue Sidewalk Installation

Transportation & Drainage



Rose Avenue from Auto Center to Collins
Council District(s): 2

OXNARD *Preserving the City's Assets*

Capital Improvement Program 2021-26 120

Safe Routes to School Safety and Enhancements

Transportation & Drainage



Multiple
Council District(s): Citywide

OXNARD *Preserving the City's Assets*

Capital Improvement Program 2021-26 129

Ventura Boulevard Sidewalk - Rose Avenue to Balboa Street

Transportation & Drainage



Ventura Boulevard between Rose Avenue to Balboa Street
Council District(s): 2



Oxnard Police Department provides significant education and training programs for youth, bike riders and others.

- Office of Traffic Safety Grants
 - Community Outreach
 - Bike Helmets
 - Bike Rodeos
 - Bike & Pedestrian Education Presentations
 - Distracted Driving & bike/ped enforcement

In July – Oxnard PD Held its first Bicycle Rodeo at the Crossroads Center in Riverpark



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DBA
New Businesses publish your DBA



Name Change
Publish a New Change easily



Classified
Place a Classified in Tri-County Sentry



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OPD Bicycle Rodeo puts kids of all ages first

A youngster gets safety instruction from Oxnard Police Department Sergeant Ricardo Vazquez. (Photo by Chris Frost)

Friday, July 23, 2021
By Chris Frost
Tri County Sentry

Oxnard-- It was a spectacular safety Saturday at the Target Parking Structure, July 17, as members of the Oxnard Police Department's traffic unit and Bicycle team gathered to hold its first-ever bicycle rodeo.

Kids and adults came out and navigated the department's obstacle course



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oxnardpolice

oxnardpolice On Saturday, July 17th, officers from the Oxnard Police Department Traffic Unit and Bicycle Team partnered with Target in The Collection at RiverPark to host our first Bicycle Rodeo. Children of all ages were invited to participate in an obstacle course that was both fun and educational. At each turn of the course, officers educated the participants about bicycle safety equipment, rules of the roadway, safe bicycle riding, and bicycle

701 likes
JULY 20

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The current BPMP is outdated and needs updating

- 2017 Staff developed a scope of work for RFP but no funding available at that time.
- Staff sought out available grant funding for planning efforts to assist in future update.
 - Local Roadway Safety Plan (LRSP)
 - Sustainable Transportation Plan (STP)

Two major planning efforts to improve safety and plan for future.

2020 - Received Caltrans Local Roadway Safety Plan (LRSP) grant, **awarded \$132,300** (Underway)

2019 - received grant, **awarded \$463,121 for Sustainable Transportation Plan** (Underway)



California Department of Transportation
Division of Transportation Planning

**Sustainable Transportation Planning
Grant Program**

Local Road Safety Plan:

- Identify safety issues at roadway segments and intersections
- Analyze accident data
- Analyze areas to identify high problem locations
- Generate ideas for solutions
- Prioritize future projects
- Position the City to qualify for future Highway Safety Improvement Program grant funding
- Final Plan will return to City Council for adoption in 2022



OXNARD'S STATEWIDE COLLISION RANKINGS



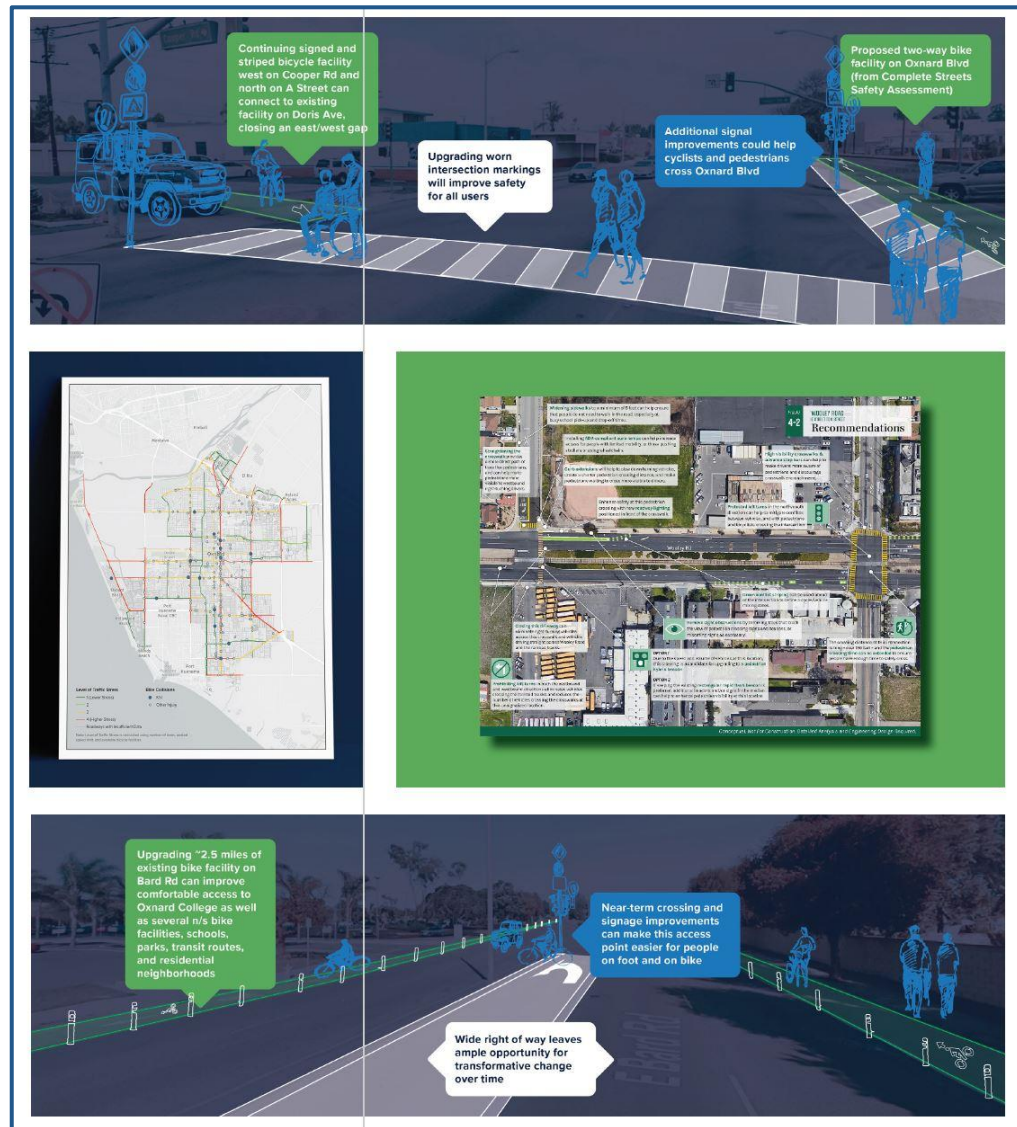
Among the 59 cities within its statewide population category, Oxnard falls within the upper half of its peer cities for many crash types identified by the California Office of Traffic Safety. Key collision types where the LRSP may place additional focus include:

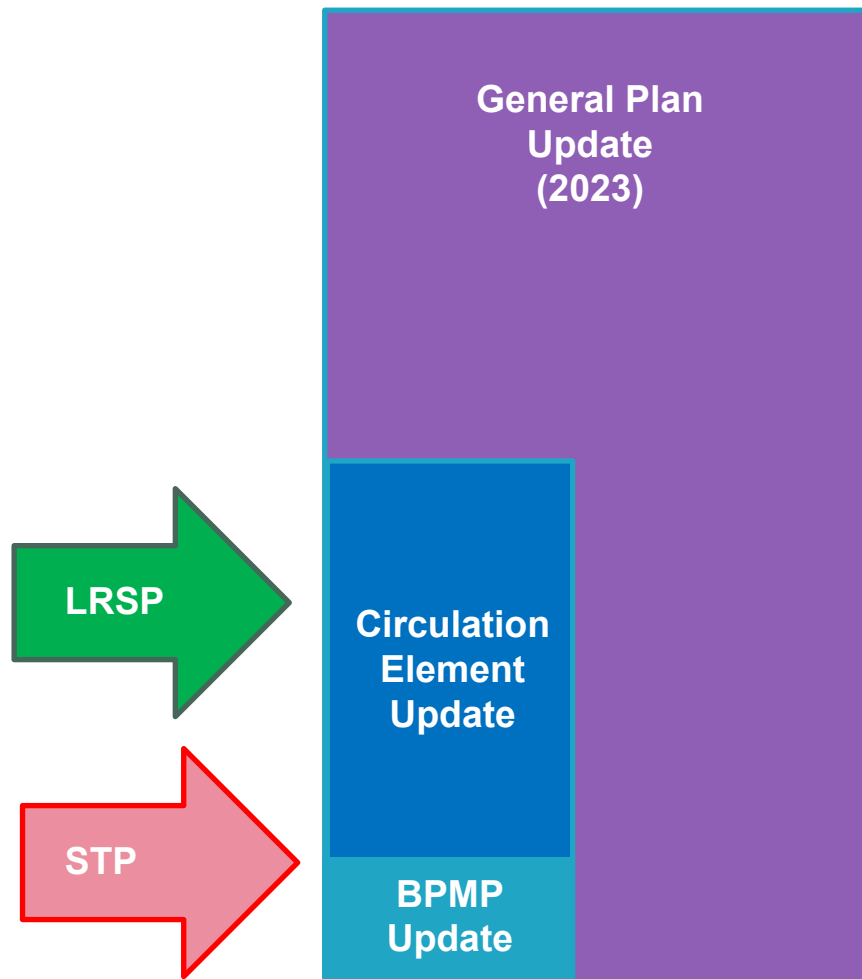
- Had Been Drinking for Drivers 21-34 years old
- Pedestrian <15 years old
- Bicyclists
- Speed Related
- Nighttime (9 PM – 2:59 AM)



Sustainable Transportation Plan:

- Develop Plan to connect neighborhoods Citywide
- Focus on disadvantaged communities (remove barriers)
- Outreach to all community stakeholders
- Coordinate with local partners for community groups
- Identify greatest need for all types of mobility choices
- Develop Safe Routes to School
- Final Plan will return to City Council for adoption in 2023





- Council/Community to provide Input
- LRSP is underway, public outreach starting late fall 2021 - plan completion in 2022
- STP is underway, public outreach starting late fall 2021 - plan completion in 2023
- SRTS kick-off in 2021 with consultant selection - plan completion in 2024
- Design, bid and construction of various CIP projects ongoing

There is no direct financial impact to receive and file this report.



QUESTIONS