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.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
January 24, 2023
Regular Meeting - 8:30 to 10:00 PM

Zoom details to call-in for public comment during a meeting:

1. **Dial Phone Number: (888) 475-4499**
2. **Enter Meeting ID: 850 7073 4545**
3. **Passcode: 904072**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 361 AND IN RESPONSE TO THE DECLARED STATE AND LOCAL EMERGENCIES DUE TO THE NOVEL CORONAVIRUS, THE LEGISLATIVE BODY WILL MEET IN-PERSON AND REMOTELY. TO PARTICIPATE REMOTELY VISIT **WWW.OXNARD.ORG.**

To find out how you may provide public comment, please refer to the instructions below or at **www.https://www.oxnard.org/city-meetings/**.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

   a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
   b. Submit an email to **cityclerk@oxnard.org** no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
   c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

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 include: (Minutes for Presentation + Council Discussion + Public Comment)

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

   a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the presiding officer announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
   b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

* 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

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. After 30 minutes, if all speakers have not 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 & Transportation Committee approve the minutes of the December 13, 2022 regular meeting as presented.
   Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department
   SUBJECT: Professional Services Agreement 32300159 with Bureau Veritas Technical Assessments, LLC for Facilities Condition Assessment Report and Asset Management Program, Specification No. PW 22-127. (10 minutes)
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize a Professional Services Agreement with Bureau Veritas Technical Assessments, LLC in the amount not to exceed $340,000 for a three-year term for Facilities Condition Assessment Report and Asset Management Program.

   (This item is not a project subject to the California Environmental Quality Act).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/NWzdSzG6g8k
Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
SUBJECT: Carryover of Encumbered Funds from Fiscal Year 2021-22 and Amended Budget Appropriations for Public Works for Fiscal Year 2022-23. (20 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve:

1. The carryover of encumbered funds from Fiscal Year 2021-22 to Fiscal Year 2022-23 from available fund balances in the amounts of: A) $957,184 to the General Fund (101); B) $232,001 to the Wastewater Fund (611): and C) $115,181 to the Environmental Resources Fund (631) due to supply chain delays;

2. Fiscal Year 2022-23 budget appropriations from available fund balances in the amount of $115,811 to the Special Districts Fund (120) for new work and budget appropriation transfer of $7,300 from the General Fund (101) to Special Districts Fund (120) as the General Benefit contribution for applicable Districts; and

3. A Fiscal Year 2022-23 budget un-appropriation in the amount of $5,175,000 from the Water Bond Fund (609).

(This item is not subject to the California Environmental Quality Act.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/rEe5hhUsO5A
Contact: Michael Wolfe, (805) 385-8055

3. City Manager Department
SUBJECT: Water Policy and Related Litigation Update. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council receive and file the Water Policy Report and Update on Related Litigation.

This item is not subject to the California Environmental Quality Act pursuant to Public Resources Code 21080(b)(4).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/BqBAFBwa41Y
Contact: Shiri Klima, (805) 385-7487

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: January 24, 2023

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 & Transportation Committee approve the minutes of the December 13, 2022 regular meeting as presented.

BACKGROUND

Approval of Minutes.

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 12 13 2022 Public Works & Transportation

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
December 13, 2022

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:31 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 Bert E. Perello and Member John C. Zaragoza were present in person.

Staff members Alexander Nguyen, City Manager; Michelle (Elle) McCarron, Assistant City Attorney; Michael Wolfe, Public Works Director; Tatiana B. Arnaout, P.E., City Engineer; Kumar Neppalli, Transportation Services Manager; Debbie O'Leary, Transportation Planner; Dee Lai, Assistant City Clerk and Rose Chaparro, City Clerk were present in person.

Consultant Rachel Om, AICP, with Fehr & Peers participated via videoconference.

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

Stephen M. Fischer, City Attorney called in remotely via the zoom details provided on the front page of the public meeting agenda and confirmed that the videoconference system (zoom) continues to work efficiently.

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the November 22, 2022 regular meeting as presented.

It was moved by Chair Perello, seconded by Member Zaragoza, to approve the November 22, 2022 minutes as presented. VOTE: Perello and Zaragoza voted in favor, the motion carried 2-0.

D. REPORTS

1. Public Works Department
SUBJECT: Agreement 32300058 with Taft Electric Company for On-Call Traffic Signals Repairs and Maintenance Services, Specification No. PW 23-40. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee

DRAFT

recommend that the City Council approve and authorize the City to execute an Agreement with Taft Electric Company in the amount not to exceed $300,000 for a three-year term for On-Call Traffic Signals Repairs and Maintenance Services.

(This item is categorically exempt from the California Environmental Quality Act pursuant to 14 C.C.R. § 15301(c))

Michael Wolfe, Public Works Director and Tatiana B. Arnaout, P.E., City Engineer presented and 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 Chair Perello, to approve the recommended action as presented. VOTE: Perello and Zaragoza voted in favor; the motion carried 2-0.

2. Public Works Department
SUBJECT: Caltrans Required Local Roadway Safety Plan. (25 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee:

1. Receive a presentation and comment on the Local Roadway Safety Plan and
2. Recommend that the City Council adopt the Caltrans Required Local Roadway Safety Plan as final.

(This item is not considered a project under the California Environmental Quality Act.)

Tatiana B. Arnaout, P.E., City Engineer introduced Kumar Neppalli, Transportation Services Manager, Debbie O'Leary, Transportation Planner, and consultant Rachel Om, AICP, with Fehr & Peers who presented and 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 Chair Perello, to approve the recommended action as presented. VOTE: Perello and Zaragoza voted in favor; the motion carried 2-0.

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 9:45 p.m.

ROSE CHAPARRO
City Clerk

BERT E. PERELLO
Chair

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: January 24, 2023

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Professional Services Agreement 32300159 with Bureau Veritas Technical Assessments, LLC for Facilities Condition Assessment Report and Asset Management Program, Specification No. PW 22-127. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize a Professional Services Agreement with Bureau Veritas Technical Assessments, LLC in the amount not to exceed $340,000 for a three-year term for Facilities Condition Assessment Report and Asset Management Program.

(This item is not a project subject to the California Environmental Quality Act).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/NWzdSzG6g8k

BACKGROUND

The City of Oxnard Public Works Department (PW) is responsible for 116 buildings that are managed by the Facilities Division. Most of these buildings have been impacted by long-term deferred maintenance and deferred capital improvements for systems such as HVAC, roofing, structural, electrical, and plumbing. Additionally, the City does not have a comprehensive inventory of building assets or a condition assessment of each asset. Therefore, the City needs specialized consulting services to develop a gap assessment management program for PW to identify the current Life Cycle Stages of critical facilities and infrastructure. This will help reduce the deferred maintenance, establish best practices, and prioritize the capital improvement needs with cost estimates to be included in the City's five-year Capital Improvements Program.

DISCUSSION

The Public Works Department solicited for consultant services through a Request for Proposals (RFP) for a facilities assessment and an asset management program. The asset management program includes providing recommendations for an Enterprise Asset Management System (EAMS). Due to the large number of city-owned buildings, this RFP focused on 41 of the 116 facilities (Attachment) based on use and priority. Another RFP will be used for the remaining buildings after the conclusion of this Agreement in three years.

The closing date for submittals was July 7, 2022, and the City received a total of five proposals. Each proposal was reviewed and scored individually by members of an evaluation committee, which included the Facilities

Manager, the Public Works Administrative Services Manager, and the Assistant Public Works Director. Bureau Veritas Technical Assessments, LLC (BV) has the highest score and their proposal is responsive to the City's RFP. Following this determination, procurement staff reviewed all documentation received from BV and their subcontractors. Based upon the available information and research performed to date, staff believes that the consultant is capable of satisfactorily completing the project. Therefore, staff recommends that the City Council award this Agreement to BV.

The specific tasks contained in the Scope of Work of this Agreement include:

Task 1 – Perform Asset Management Gap Analysis. A gap analysis must be conducted in order to establish new benchmarks for PW to allow for continuous improvement through the development of an Asset Management Program.

Task 2 - Develop and Implement Framework for Asset Management Program. In an effort to effectively coordinate asset management activities and ensure that assets fulfill their intended purpose, a framework must be developed as a part of this scope of services.

Consultant must also Develop Asset Management Plans. This is necessary to manage specific classes of critical assets. These plans will help develop asset class strategies that provide key information about each asset group, including risk, performance, capital expenditure, and operational expenditure.

Task 3 - Develop Condition Assessment Template and Final Recommendations Report. The Consultant will perform professional assessments on mechanical, electrical, plumbing, civil, and other required disciplines for each respective asset group.

Utilizing the Condition Assessment Template developed by the Consultant, field assessments will be conducted to further understand the existing conditions, both short-term and long-term renewal and replacement of the facilities systems, components, preventative maintenance, inspection improvement recommendations, and financial forecasts.

Task 4 – Create a master listing of the City asset registry and associated facility data. The intent of this task is to design, recommend, and (if the submission is approved) implementation of the new EAMS and comprehensive Asset Management Program. This new Asset Management Program should also include computerized maintenance management system (CMMS) capabilities to produce reports used by PW Leadership to make the best business decisions for future facility needs.

Task 5 – As Needed Service includes additional support related to the development of an Asset Management System and any work under this task that shall be pre-authorized by a designated City Representative.

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

The total cost for this Agreement with Bureau Veritas Technical Assessments, LLC shall not exceed $340,000 for the Facilities Condition Assessment Report and Assessment Management Program with a term of three years.

Facilities will be the primary division using this Agreement with funding available in the Facilities Maintenance Fund (#735) Adopted FY 2022-23 budget. There are eight buildings that do not contribute to the Facilities Division Internal Service Fund (ISF). If the Departments that operate these eight buildings choose to have an assessed, funding will come from their approved department budgets. The eight buildings that are not included in the ISF are: National Armory, Advanced Water Purification Facility (AWPF), Colonia Youth Center, Fire Station 8, Oxnard Transportation Center (OTC), Performing Arts Center, Police storage, and the River Ridge Golf Course. Funding availability will be verified prior to the commencement of any work related to these eight buildings.

This Agreement provides the flexibility to add and remove buildings from the assessment provided the total services do not exceed $340,000.

Estimated Spending Plan with Bureau Veritas Technical Assessments, LLC					
Division	**FY 2022-23 (6 months)**	**FY 2023-24**	**FY 2024-25**	**FY 2025-26 (6 months)**	**TOTAL**
Facilities	$160,000	$100,000	$40,000	$40,000	**$340,000**

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32300159
2. City Building Locations List
3. Presentation

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: February 7, 2023

(2) Consultant: Bureau Veritas Technical Assessments LLC

(3) Services: Facility Condition Assessment/Report & Asset Management Program

(4) Schedule of Services: See Scope of Work Exhibit

(5) Agreement Ending Date: February 6, 2026

(6) Total Agreement Amount: $340,000

(7) City's Project Manager: Brian Allen

(8) Consultant's Project Manager: Mouaz Alrayes

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

Bureau Veritas Technical Assessments LLC
Attn: Mouaz Alrayes, Senior Project Manager
220 Technology Drive
Irvine, CA 92618

FOR CITY:

City of Oxnard
Attn: Brian Allen, Facilities Manager
1060 Pacific Ave. Bldg. 3
Oxnard, CA 93030

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

mouaz.alrayes@bureauveritas.com

CITY'S PROJECT MANAGER:

brian.allen@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: invoices@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.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any

person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

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

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.

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

a. 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

b. 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.

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.

c. 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 18704 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 relief 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.

[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

☐ Jennifer Yates,[1] Purchasing Agent — Date

ATTEST:

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

APPROVED AS TO FORM:

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

BUREAU VERITAS TECHNICAL ASSESSMENTS LLC

Erik Piller, Senior Vice President [2] — Date

Matt Munter, Executive Vice President — Date

[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

The scope of services includes, but is not limited to, the following activities:

- Establish an Asset Management Program Framework
- Develop Asset Management Policy and Best Practices Guidelines
- Include a comprehensive assessment of all sites, buildings, building systems, and infrastructure.
- Follow ASTM E2018-15 Standard Guide for Property Condition Assessments, as applicable.
- Determine the present condition and estimated life expectancy of various building systems and components.
- Identify and document present condition of all physical assets including grounds, facilities, and infrastructure.
- Recommend corrections for all deficiencies and provide cost estimates for corrections.
- Prioritize and categorize deficient conditions, associated corrective actions, and information concerning building systems and deficiency categories.
- Establish anticipated renewal and replacement costs for the various systems and components.
- Result in strategic plan for capital repairs, lifecycle component replacement, and building modernization.
- Calculate the Current Replacement Value (CRV) and Facility Condition Index (FCI) for each facility.
- Collect Equipment Inventory data for Client properties.
- Establish a protocol for facility condition data to migrate/ transfer to a CMMS/IWMS system.
- Prepare a Preventive Maintenance Plan for assets to uploaded to CMMS system.

Task 1 – Establish Baseline

Perform a gap analysis of existing data, documentation, and asset management policy. These gaps will be documented, along with the business process recommendations to address these gaps and gather asset attribution in the development of an Asset Management Program for the City of Oxnard.

Task 2 - Asset Management Program Framework Development

Develop a framework which will include policy and best practices for the overall maintenance management and asset management programs in order to manage specific classes of critical assets. These plans will help develop asset class strategies that provide key information about each asset grouping including but not limited to the necessary level of risk, performance, capital expenditures, and operational expenditures required to maintain each class of assets.

In an effort to effectively coordinate asset management activities and ensure that assets fulfill their intended purpose, Consultants must provide format suggestions for each Asset Management Plan that include but are not limited to the following activities and elements:

- Implement Asset Management Governance Structure
- Asset Management Policy, Objectives, and Strategy
- Asset Information Management Process
- Asset Acquisition/Decommission Process
- Maintenance Optimization Best Practices
- Condition Assessment Procedure and Template
- Electronic Asset Management Guidebook/Manual and Dashboard
- Asset Classifications
- Asset Groupings
- Naming Conventions
- Location Hierarchy

- Asset Class Strategies
- Performance KPIs
- Replacement/Repair Operational Guidelines
- Executive Summary
- Asset Portfolio Overview
- Future Demand Impact Analysis
- Risk and Asset Failure Analysis
- Life Cycle Management Plan *(Renewal & Replacement)*
- Financial Forecast/Budgets
- Continuous Improvement Plan *(O&M Optimization)*

Listed below are various disciplines in which Asset Management Plans may be developed, but not limited to:

- Buildings and Structures
- Elevators
- Utilities
- High Voltage Systems
- Lighting (Parks & Athletic Fields)
- HVAC Systems
- Roofing Systems

The Consultant's team may include subcontractors for disciplines not self-performed. The use of such subcontractors is subject to PW approval.

Task 3 - Asset Condition Assessments

Develop Condition Assessment Template and Final Recommendations Report. The Consultant will perform professional assessments on mechanical, electrical, plumbing, civil, and other required disciplines for each respective asset grouping, on an on-call as needed basis. Specific condition assessments will aid in the development of the Asset Management Plans outlined in Task 2.

Utilizing the Condition Assessment Template developed by the Consultant, field assessments will be conducted to further understand the existing conditions, short- and long-term renewal and replacement of the facility, systems, components, preventative maintenance, or inspection improvement recommendations, and financial forecasts.

As a deliverable, the Consultant must:

- Provide professional assessments on the condition of assets.
- Provide alternative recommendations for ensuring a state of good repair and critical dates for renovation and replacement.
    - *(i.e. Renewal, Replacement, Repair, Retrofit)*
- Provide Capital Planning recommendations based on a phased approach to implementation.
- Provide Life-Cycle cost analysis and evaluation consisting of budget costs, cost savings, and total cost of ownership.
- Provide operational/maintenance recommendations to improve the function of assets.
- Review any documents regarding assets' physical composition as needed.

Task 3.2 – Field Assessments

The Assessment Team will conduct a walk-through survey of the facilities and sites to observe systems and components, identify physical deficiencies, and formulate recommendations to remedy the physical deficiencies. As a part of the walk-through survey, the Team will survey 100% of each facility. Consultant Team will survey the exterior and grounds, including the building exterior, roofs, sidewalk/ pavement, and recreational/other areas as applicable. They will interview the building maintenance staff about the property's historical repairs and replacements and their costs, level of preventive maintenance exercised, pending repairs and improvements, and frequency of repairs and replacements. The Assessment Team will develop opinions based on their site assessment, interviews with the City's building maintenance staff, and interviews with relevant maintenance contractors, municipal authorities, and experience gained on similar properties previously evaluated.

The Team may also question others who are knowledgeable of the property's physical condition and operation or knowledgeable of similar systems to gain comparative information to use in evaluation of the subject property.

The Assessment Team will review documents and information provided by the City's maintenance staff that could aid the knowledge of the property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

The facility condition assessment will include the City- identified assets and will focus on the following facility and site systems and components:

- Site + Infrastructure
    - Topography: Observe general topography and note any unusual or problematic features or conditions observed or reported.
    - Paving, Curbing, and Parking: Identify material types of paving and curbing systems at the property.
    - Flatwork: Identify material flatwork at the property (sidewalks, plazas, patios, etc.).
    - Landscaping and Appurtenances: Identify material landscaping features, material types of landscaping (fences, retaining walls), and site appurtenances (irrigation systems, fountains, lighting, signage, ponds).
    - Utilities: Identify type of material utilities provided to the property (water, electricity, natural gas); and assess condition, physical deficiencies, life cycle repair, and replacement issues.

- Recreational Facilities
    - Identify any material on-site recreational facilities such as athletic fields, swimming pools, spas, tennis or basketball courts, jogging or bicycle paths, etc.
    - Observe the general conditions and note any reported physical deficiencies or any unusual items or conditions observed or reported.
- EV Charging Stations
    - With information provided by the client document the payment software providing access to the charging station, if any.
    - Identify the power source for the EV charging station and if possible, determine if the power used is billed to a client electrical meter.
    - Determine the age of the equipment and review for deterioration from weather and use. Identify the remaining useful life of the charging station equipment and the cost to replace the equipment.
    - Review the signage, paving and surface materials around the charging stations for deterioration.
    - For larger exhibits review any building materials used in the exhibit design and opine on their condition and Remaining Useful Life and the cost to replace the materials.
    - Comment on the condition of the paving and retaining walls at exterior exhibits and estimate their Remaining Useful Life

- Structural Frame + Building Envelope

    - Identify material elements of the structural frame and exterior walls, including the foundation system, floor framing system, roof framing system, facade or curtain- wall system, glazing system, exterior sealant, doors, commercial overhead doors, sliders, windows, and stairways, etc.
    - Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Observations may be subject to grade, and rooftop vantage points.
    - Visually inspect observable areas for cracking and moisture infiltration as well as areas of apparent foundation settlement and displacement.
    - In the event more information or exploratory testing is required, in order to provide remedial measures, the report may include recommendation for additional investigative testing (Tier 1 or Tier 2).

- Wall Evaluation

    - Photograph elevations and details both from internal and external vantage points, as well as from adjacent structures where possible.
    - Observe representative operable and fixed panels on all facades, operating a representative sample of units to assess hardware and visually inspect exterior conditions and condition of waterproofing seals.
    - Assess curtain wall condition to determine water infiltration, damage, caulk degradation, metal panel degradation, stone degradation and anchoring, and other related curtain wall issues.

- Curtain Wall – As Required

    - Review curtain wall condition and a sampling of fixed panels on facades to assess hardware and visually review exterior conditions and the condition of waterproofing seals, where accessible without the use of lifts, ladders, scaffolding, suspension devices, or the like; may include observations from internal and external vantage points, as well as adjacent structures. Observations are limited to grade and may include accessible balconies or rooftop vantage points.
    - Review provided drawings and records of repair, replacement, and maintenance of framing and glazing.

- Roofing (Non-Invasive Visual)

    - Identify material roof systems (roof type, reported age, slope, drainage) and any unusual roofing conditions or rooftop equipment.
    - Observe general conditions of the roof system (membranes, attachment methods, flashings, counter flashings, pitch pans, gravel stops, parapets, miscellaneous appurtenances, insulation).
    - Observe for evidence of material repairs, significant ponding, or evidence of material roof leaks. Note if a roof warranty is in effect. Note any physical deficiencies identified or unusual items observed or reported.
    - Identify material rooftop equipment or accessories (antennas, lightning protection, HVAC equipment, solar equipment). Include any material problems reported.
    - BVTA understands that the City will provide OSHA compliant ladders, lifts and/or scaffolding (depending on roof type) so that the Project Manager may safely access roof areas. If requested, BVTA can provide a quote for lift and/or ladder access as needed. Observations will be limited to readily accessible areas

- Plumbing
    - Identify material plumbing systems at the property including domestic water supply, sanitary sewer, or any special or unusual plumbing systems (such as water features, fuel systems, gas systems, etc.).
    - Identify type and condition of restroom fixtures, drinking fountains and/or other plumbing equipment.
    - Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Include any reported material system inadequacies.

- Air Conditioning + Ventilation
    - Identify the material air-conditioning and ventilation systems at the property. Include material equipment such as cooling towers, chillers (type of refrigerant used), package units, split systems, air handlers, thermal storage equipment, etc.
    - Identify material distribution systems (supply and return, make-up air, exhaust) at the property.
    - Observe general conditions, identify equipment reported age, note past material component upgrades/ replacements and apparent level of maintenance, and identify if a maintenance contract is in place (contractor name). If AC and ventilation systems are not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
    - Observe general conditions and note any physical deficiencies identified or unusual items or conditions
    - observed. Additionally, include any material-reported system inadequacies or operating deficiencies.
    - Identify and observe any special or unusual air- conditioning and ventilation systems or equipment (cold storage systems, special computer cooling equipment, etc.) and note any material-reported problems or system inadequacies.

- Electrical
    - Identify the electrical service provided and distribution system at the property.
    - Include material switchgear disconnects, circuit breakers, transformers, meters, emergency generators, general lighting systems, and other such equipment or systems.
    - Observe general electrical items (distribution panels, type of wiring, energy management systems, emergency power, lightning protection).
    - Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Also, note the presence of any special or unusual electrical equipment, systems, or devices at the property, and include reported material problems or system inadequacies.

- Life Safety + Fire Protection
    - Identify material life safety/fire protection systems at the property, including sprinklers and stand pipes (wet or dry), fire hydrants, fire alarm systems, water storage, smoke detectors, fire extinguishers, emergency lighting, stairwell pressurization, smoke evacuation, etc.
    - Observe general conditions and note any material physical deficiencies identified or unusual items or conditions observed or reported including any reported system inadequacies.

- Elevators + Vertical Transportation
    - Identify vertical transportation systems at the property. Include the equipment manufacturer, equipment type, location, number, capacity, etc.
    - Observe elevator cabs, finishes, call and communication equipment, etc.
    - Identify the company that provides elevator/ escalator maintenance at the property. Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed or reported including any reported material system inadequacies.
    - Out of Scope Issues: Performing any calculations, examination of operating system components such as cables, controller, motors, etc.; entering elevator/ escalator pits or shafts.
- Interior Elements
    - Identify offices, special use areas, and building standard finishes, including flooring, ceilings, walls, etc. Furnishings and fixed components will be reviewed and included in the cost estimate tables for replacements. Consultant will identify material building amenities or special features.
    - Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed or reported.
- Food Service Spaces and Equipment
    - Assess all food service equipment and spaces (kitchen, cafeteria, dining, serving areas). Food service equipment (fixed equipment) will be evaluated for adherence to life/ safety code and ventilation requirements as well for condition and capital replacement.
- Special Systems and Equipment
    - Include all special systems and equipment, such as Emergency Medical Systems (EMC), chillers, radio towers, equipment lifts, chair lifts, chemical storage or treatment areas, storage tanks, dumbwaiters, vaults, public address systems, and telephone systems.
- Limited Accessibility Compliance
    - Provide a general statement of the subject building's likely compliance to the Americans with Disabilities Act to help identify whether Client may be exposed to issues and whether there is the need for further review.
- Energy Conservation Analysis
    - Consider energy conservation savings when making repair or replace recommendations and include these projects in the project prioritization.
    - Able to provide an Energy Audit (ASHRAE Level I, II, or III) or Benchmarking (EnergyStar) services as an additional service.
- Exhaust Collection Systems (Fire Stations)
    - verify existence of any exhaust collection systems in the apparatus bays. If a system is present, BVTA will conduct a carbon monoxide (CO) measurement at each exhaust collection system. If the apparatus bay shows evidence of irregular CO/CO2 levels, we will recommend additional testing from an industrial hygienist to determine levels of VOCs, NO2, SO2, CO and diesel exhaust particulates. Additional testing will verify performance standards with fire apparatus idling in bays, on the tarmac, and entering/exiting bays as would occur during normal station operation.

- **Task 4 – Enterprise Asset Management System (EAMS) Recommendation**

PW currently does not have a master listing of its asset registry and associated facility data. The intent of this task is to design, recommend, and (if the submission is approved) implementation of new EAMS and comprehensive Asset Management Program. This new Asset Management Program should also include computerized maintenance management system (CMMS) capabilities to produce reports used by PW Leadership to make the best business decisions for the future of the City.

This task, at a minimum, requires the Consultant to deliver the following deliverables:

- Provide review and guidance documentation to store, utilize, assess, improve, and revised support for all asset management activities. The method by which those tasks are performed and by whom within PW will be critical for the completion of this task.
- Prepare a detailed EAMS workflow script offering written instructions designed to reflect the process in which asset data is entered, managed, analyzed, and reported. These workflows should be cross-functional in nature to reflect the numerous PW stakeholders of the Asset Management Program.
- Develop specific criteria and parameters required for reports including, but not limited to, key performance indicators, the total cost of ownership, labor hours, Facility/System Condition Index, replacement value, estimated life expectancy, etc.
- Train PW personnel on all tasks and provide a technical user guide for the implementation EAMS & CMMS.
- Provide experienced, in-house consultant staff to work daily with PW personnel.

- Task 5 – As Needed Services
    - Additional as-needed support related to the development of the Asset Management System
    - Any work under this task shall be pre-authorized by the designated City Representative
- Task 6 – Optional – Bar Coding
    - For the above-referenced equipment, BVTA will apply a durable barcode / QR code/asset tag with a unique number for use as an identifier in the CMMS system. We will use labels supplied by the City or a vinyl tag for indoor applications, and a durable foil tag for outdoor use. Barcode / QR code numbers will be recorded in the database and all future work orders etc., and can be tied back into a single piece of equipment or system.
    - The cost of Barcoding / QR coding assumes that we will tag equipment during the FCA process.
    - Any work under this task shall be pre-authorized by the designated City Representative

Ranking And Classification
Based upon our observations, research and judgment, along with consulting commonly accepted empirical Expected Useful Life (EUL) tables; BVTA will render our opinion as to when a system or component will most probably necessitate replacement.

Accurate historical replacement records provided by the facility manager are typically the best source for this data. Exposure to the weather elements, initial system quality and installation, extent of use, the quality and amount of preventive maintenance exercised are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its effective age.

CONDITION RANKING OF BUILDING SYSTEMS / EQUIPMENT
Consultant can rate the condition of each facility with the below rating system, or another City-specified scale:

LEVEL	DESCRIPTION
5 Excellent	No visible defects, new or near new condition, may still be under warranty if applicable
4 Good	Good condition, but no longer new, maybe slightly defective or deteriorated, but is overall functional
3 Adequate	Moderately deteriorated or defective, but has not exceeded useful life
2 Marginal	Defective or deteriorated in need of replacement, exceeded useful life
1 Poor	Critically damaged or in need of immediate repair, well past useful life

Consultant can also include alternative categories to rank and weight priorities as required by the City, such as functional deficiencies, aesthetics, time-based urgencies, and other mission-critical factors.

Priority Classes
The analysis will include all cost observations be ranked by Priority Classes. The following five classes are typical but can be altered to meet your specifications and needs.

LEVEL	DESCRIPTION
5 Grandfathered – Does not meet current code	No action is required at this time but should substantial work be undertaken correction would be required
4 Years 6-10 / Years 15-20 – Recommended	Representing a sensible improvement to the existing conditions (not required for the most basic function of the facility, however, will improve overall usability and/or reduce long-term maintenance costs
3 Years 3-5 – Necessary Not Yet Critical	Requiring appropriate attention to preclude predictable deterioration, potential downtime, additional damage, and higher costs to remediation if deferred further
2 Years 1-2 – Potentially Critical	Requiring action in the next year including components experiencing intermittent operations, potential life safety issues, and rapid deterioration, returning a building component to normal operation
1 Immediate – Currently Critical	Requiring immediate action including a cited safety hazard and areas of accelerated deterioration, returning a building component to normal operation

RATES AND COSTS EXHIBIT

The following fees include all costs associated with travel, lodging, car rental, food, tools, equipment, and all other miscellaneous expenses applicable to the work related to the City's project.

Fee Breakdown	
PROGRAM MANAGEMENT	**$19,918.50**
FACILITY / SITE ASSESSMENTS	**$48,620.00**
FACILITY / SITE REPORTING	**$94,310.00**
CONSULTING PREVENTATIVE MAINTENANCE PLAN ROUTINES MAINTENANCE POLICY & ASSET MGMT. BEST PRACTICES ASSET & EQUIPMENT INVENTORY (FOR CMMS) MIGRATION TO CMMS CMMS CONSULTING AS NEEDED SERVICES	**$95,314.28** $34,398.83 $19,770.00 $24,079.18 $11,466.28 $5,600.00 See Rate Schedule
OPTIONAL (Not Included in Lump Sum Total) BARCODING/QR CODE TAGGING BARCODE LABELS (CAMCODE)	 $34,398.83 $2,970.00
OTHER/INCIDENTALS AS NEEDED (option totals included) **(Not Included in Lump Sum Total)**	$44,329.74
TOTAL	**$258,162.78**

Billing Schedule	
Assessments Completed	50%
Draft Reports (invoiced monthly)	45%
Final Report and Review	5%

The pricing stated herein is a fixed price for the scope detailed herein. Consultant will invoice monthly for work completed in prior month. Consultant will invoice 95% of allocated fees for submittal of draft report and 5% balance upon submittal of final reports. This is done as a convenience to City and does not reflect any reduction in total fee in event client does not pursue final reports. An invoice for the 5% balance will be submitted upon submittal of final reports or 60 days from submittal of draft reports whichever is sooner. All invoices will be payable within 30 days or upon the closing of the transaction, whichever comes first.

Job Title	Program Mgmt.	Site Assessments	Site Reporting	Other
Project Executive				
Program Manager	49.5	8	60	
Project Manager I (PE/RA)		190	315	
Project Manager II (PE/RA)	8	190	375	
Quality Control Manager				4
Administrative			16	18

Team Role	Hourly Rate ($)
Project Executive	$190.00
Program Manager	$140.00
Project Manager I (PE/RA)	$120.00
Project Manager II (PE/RA)	$130.00
Quality Control Manager	$135.00
Technical Report Reviewer	$115.00
Administrative	$80.00

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.

11/22

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

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

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

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

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

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

Name: _____
Address: _____
_____
Telephone: (_____) _____

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

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

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

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

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

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

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

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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:

NAMED INSURED

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)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

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

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

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

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

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

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

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

Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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 _____

BUILDING NAME	ADDRESS	Total Stories	Square Footage	Building Code Name	Date Built		
Armory	351 S K St	1	11000	Armory	1951		
AWPF	5700 Perkins Rd	2	9920	AWPF	2012		
Building and safety	241 W 2nd St	1	8000	241 building			
Carnegie	424 S C St	3	8389	Carnegie	1949?		
City Yard	1060 Pacifc Ave.	1	54700	Corp Yard			
Civic Annex	300 W 3rd St	4	37596	FIB	1967		
Civic Center	305 W 3rd St	1	3840	Council Chambers	1967		
Civic Center East	305 W Third St	3	15000	East Wing	1969		
Civic Center West	305 W Third St	3	15000	West Wing	1967		
Colonia Boxing Center	520 E 1st st	2	1830	Boxing Center			
Colonia Gym	195 N Marquite St	1	10996	Colonia Gym	1991		
Colonia Youth Center	197 N Marquite St	1	3750	Youth Center			
Downtown Parking Structure	324 S B St	4	182000	Parking Garage	2004		
Environmental Resources	111 S Del Norte	2	110031	Del Norte	1996		
Field House	2101 W Vineyard Ave,	1	5000	Locker room	1986		
Fire Admin	360 W 2nd St	2	9708	Fire Admin	2008		
Fire Station 1	491 S K Street	1	7277	FS 1	1990		
Fire Station 2	531 E Pleasant	1	3727	FS 2	1965		
Fire Station 3	150 Hill St	1	3197	FS 3	1966		
Fire Station 4	230 W Vineyard	1	5676	FS 4	1972		
Fire Station 5	1450 Colonia	1	4060	FS 5	1973		
Fire Station 6	2601 Penisula	1	4250	FS 6	1998		
Fire Station 7	3300 Turnout Park	2	9449	FS 7	2004		
Fire Station 8	3000 S Rose Ave.	1	7540	FS 8	2014		
Gull Wing Museum	418 W 4th St	1	4000	Gull Wing			
Main Library	251 S A St	2	72000	Main Library	1992		
OTC	201 E 4th St	2	17774	OTC	1984		
PACC	800 Hobson Way	1	50585	PACC	1992		
PAL Gym	350 S K St	1	29613	PAL Gym	1951		
Police Annex	3001 sturgis R	1	60000	sturgis	2006		
Police Department	251 S C St	2	32592	Public safety	1978		
Police Department storage	251 S C St	1	1200	Police Print shop	1965		
River Ridge Golf Course	2401 W. Vineyard	3	14000	River Ridge	1989		
Servic Center	214 S C St.	1	27308	servic Center			
Social Security	425 S C St	1	13646	SS Building			
South Oxnard Branch Library	4300 Saviers Rd	2	23034	SOBL	2007		
South Oxnard Center	300 E Bard Rd	1	20000	SOC	1988		
Waste Water complex	5751 Perkins Rd	2	1350360	Wastewater Treatment Plant	1959		
Water Yard	251 S Hayes	2	26308	Water Plant			
Water Yard Admin	251 S Hayes	2	6409	Water Admin	1986		
Wilson Senior Center	350 N C St	1	12490	Wilson Center	1992		
	total Sq ft		2293255				

Current list of City Facilities
The City reserves the right to add or remove locations as deemed necessary

Agreement 32300159 with Bureau Veritas Technical Assessments, LLC for Facilities Condition Assessment Report and Asset Management Program

Public Works and Transportation Committee,
January 24, 2023

Steve Howlett
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize a Professional Services Agreement with Bureau Veritas Technical Assessments, LLC in the amount not to exceed $340,000 for a three year term for Facilities Condition Assessment Report and Asset Management Program.

BACKGROUND

- City of Oxnard Public Works Department is responsible for 116 buildings that are managed by the Facilities Division
- Most of these buildings have been impacted by long-term deferred maintenance and deferred capital improvements for systems such as HVAC, roofing, structural, electrical, and plumbing
- City does not have a comprehensive inventory of building assets, or a condition assessment of each asset
- Specialized consulting services is needed to identify the Life Cycles of critical facilities and infrastructure, reduce the deferred maintenance, establish best practices, and prioritize the capital improvement needs with cost estimates

DISCUSSION

- City solicited a Request for Proposals for a facilities assessment and an asset management program
- The asset management program includes providing recommendations for an Enterprise Asset Management System (EAMS)
- Due to the large number of City owned buildings, this RFP focused on 41 of the 116 facilities based on use and priority
- Another RFP will be used for the remaining buildings after the conclusion of this Agreement in three years

DISCUSSION

- The closing date for submittals was July 7, 2022 and the City received a total of five proposals
- Each proposal was reviewed and scored individually by members of an evaluation committee
- Bureau Veritas Technical Assessments, LLC (BV) has the highest score and their proposal is responsive to the City's RFP
- Based upon the available information and research performed to date, staff believes that the consultant is capable of satisfactorily completing the project. Therefore, staff recommends that the City Council award this Agreement to BV

FINANCIAL IMPACT

- The total cost for this Agreement with Bureau Veritas Technical Assessments, LLC shall not exceed $340,000 for the Facilities Condition Assessment Report and Assessment Management Program and a term of three years

- Facilities will be the primary division using this Agreement with funding available in the Facilities Maintenance Fund Adopted FY 2022-23 budget

Estimated Spending Plan with Bureau Veritas Technical Assessments, LLC					
Division	**FY 2022-23 (6 months)**	**FY 2023-24**	**FY 2024-25**	**FY 2025-26 (6 months)**	**TOTAL**
Facilities	$160,000	$100,000	$40,000	$40,000	**$340,000**

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: January 24, 2023

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Carryover of Encumbered Funds from Fiscal Year 2021-22 and Amended Budget Appropriations for Public Works for Fiscal Year 2022-23. (20 minutes)

RECOMMENDATION

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

1. The carryover of encumbered funds from Fiscal Year 2021-22 to Fiscal Year 2022-23 from available fund balances in the amounts of: A) $957,184 to the General Fund (101); B) $232,001 to the Wastewater Fund (611): and C) $115,181 to the Environmental Resources Fund (631) due to supply chain delays;

2. Fiscal Year 2022-23 budget appropriations from available fund balances in the amount of $115,811 to the Special Districts Fund (120) for new work and budget appropriation transfer of $7,300 from the General Fund (101) to Special Districts Fund (120) as the General Benefit contribution for applicable Districts; and

3. A Fiscal Year 2022-23 budget un-appropriation in the amount of $5,175,000 from the Water Bond Fund (609).

(This item is not subject to the California Environmental Quality Act.)

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/rEe5hhUsO5A

BACKGROUND

The City's Public Works Department reviewed its Adopted Budget for Fiscal Year (FY) 2022-23 and is requesting to adjust the budget for various funds for several reasons that have come up since the City Council originally approved the FY operating budget on June 21, 2022. Supply chain delays for equipment ordered in FY 2021-22 but not received by June 30, 2022, is the primary reason for these requests. Additionally, capital projects are no longer being bonded and needed services is another reason.

DISCUSSION

General Fund (101)

Expenditures: Due to supply chain delays in FY 2021-22, some capital equipment ordered was not delivered by June 30, 2022. Therefore, there is a request to roll over the unspent funds from FY 2021-2022 into FY 2022-

23 for the purchase and payment of these equipment items.

Streets:
The request to roll over unspent funds of $616,515 from FY 2021-22 into FY 2022-23 is for the purchase of two Pothole Patch Trucks with PB Loader Corp and for the purchase of a Compact Track Skid Steer with Quinn Company. The fully equipped PB Patch Trucks are the most effective technique for permanent pothole repairs and the anticipated delivery date is June 2023. The Compact Track Skid Steer was delivered on November 28, 2022. This piece of equipment is used for paving application repairs, concrete repairs, and beach sand removal. The City Council previously approved the purchase of these vehicles as follows:

1. Two Pothole Patch Trucks at the November 16, 2021, City Council meeting
2. One Compact Track Skid Steer at the April 19, 2022, City Council meeting

Parks:

Due to supply chain delays in FY 2021-22, some capital equipment ordered was not delivered by June 30, 2022. Therefore, there is a request to rollover the unspent funds of $213,669 from FY 2021-22 into FY 2022-23 for the purchase and payment of one 4WD Diamond A Equipment tractor and one 6130M John Deere Cab Tractor. These funds were part of the FY 2021-22 General Fund Adopted Budget in the Parks Division.

In addition, there was also non-capital equipment ordered in FY 2021-22 for amenity replacements. However, they were not delivered by June 30, 2022. Therefore, there is a request to roll over the unspent funds of $127,000 from FY 2021-2022 into FY 2022-23 for the purchase and payment of 62 anti-tamper trash can receptacles from Great Western Recreation.

The following table summarizes the Streets and Parks items noted above:

Table 1.

Fund/Division	Account	Purchase Order #	Vendor	Qty/Item	Amount
General Fund - Streets	1013401-56040	8385	PB Loader Corp.	2 Patch Trucks	$496,346
General Fund - Streets	1013401-56040	8583	Quinn Company	1 Skid Steer	$120,169
General Fund - Parks	1013301-56040	8479	Diamond A Equip	1 4WD Tractor	$79,083
General Fund - Parks	1013301-56040	8511	John Deere Company	1 6130M Cab Tractor	$134,586
General Fund - Parks	1013301-52400	8620	Great Western Recreation	62 Anti-Tamper Trash Can Receptacles	$127,000
TOTAL					**$957,184**

Available Fund Balance: These funds were budgeted and committed in FY 2021-22 but not spent.

Water Bond Fund (609)

Expenditures: The FY 2022-23 Adopted Budget included Water Bonds totaling $5.2M as part of the approved 2022-27 City of Oxnard Five Year Capital Improvement Program (CIP). During the development of the 2022-2027 CIP, it was assumed new bonds would be issued in FY 2022-23 to fund various projects. However, due to the prioritization of critical Water CIP projects over others with the limited funding currently available, it was determined new bond issuance would not be feasible. Therefore, there is a request to unappropriate these funds from FY 2022-23. The option of re-appropriating funds from a different funding source in the future is still available if approved by the City Council.

Table 2.

Fund/ Division	**Funding Source**	**Project #**	**Project Name**	**Amount**
Water	609 – Water Bonds	C2026	206509 WATER SYS SCADA IMPROV	($1,650,000)
Water	609 – Water Bonds	C2115	216508 EXISTING DESALTER UPGRDS	($2,225,000)
Water	609 – Water Bonds	C2226	226501 CMWD TRANSMISSION MAIN	($1,300,000)
TOTAL				**($5,175,000)**

Wastewater Fund (611)

Expenditures: Due to supply chain delays in FY 2021-22, some capital equipment ordered was not delivered by June 30, 2022. Therefore, there is a request to rollover the unspent funds of $232,001 from FY 2021-22 into FY 2022-23 for the purchase and payment of one Nixon Egli crane truck. This heavy equipment is used by the Wastewater Division as an in-house crane to assist with the removal and installation of pumps and machinery. The City Council previously approved the purchase of this heavy equipment at the March 2, 2021, City Council meeting.

Table 3.

Fund/Division	**Account**	**Purchase Order #**	**Vendor**	**Amount**
Wastewater	6113615-56040	7989	Nixon-Egli Equipment	$232,001

Available Fund Balance: These funds were budgeted and committed in FY 2021-22 but not spent.

Environmental Resources (ER) Fund (631)

Expenditures: Due to supply chain delays in FY 2021-22, capital equipment ordered in the amount of $115,181 was not delivered by June 30, 2022. Therefore, there is a request to roll over the unspent funds from FY 2021-2022 into FY 2022-23 for the purchase and payment of one skid steer and one damper bucket with grappler for

utilization at the Del Norte Material Recovery Facility. The City Council previously approved the purchase of this equipment as follows:

1. One Skid Steer at the April 19, 2022, City Council meeting
2. One Damper Bucket at the April 19, 2022, City Council meeting

The skid steer assists in sorting material on the tipping floor, placing recycled material on the conveyor infeed for processing and assisting in the self-haul area. The damper bucket with grappler attaches to an existing 950 wheel loader, allowing the wheel loader to quickly reach into the refuse trailer if necessary and remove excess refuse material. This ensures that the maximum weight of the refuse trailer is not exceeded when exiting the facility en route to the landfill for disposal.

Table 4.

Fund/Division	Account	Purchase Order #	Vendor	Qty/Item	Amount
ER	6313636-56040	8583	Quinn Company	1 Skid Steer	$73,297
ER	6313636-56040	8583	Quinn Company	1 Damper Bucket	$41,884
TOTAL FOR ER					**$115,181**

Available Fund Balance: These funds were budgeted and committed in FY 2021-22 but not spent.

Special Districts Fund (120) and General Fund (101) Contribution

Revenues: Landscape Maintenance Districts (LMDs) require a General Benefit Contribution from the General Fund as identified in the City's Annual Engineer's Report. The FY 2022-23 Adopted Budget includes a transfer from the General Fund to respective LMDs in the total amount of $197,407. Due to the needed repairs in the expenditures outlined in the next section, an additional General Fund contribution in the amount of $7,300 is needed for four of the LMDs.

Table 5.

Fund/Division	Amount of General Fund
Special Districts - LMD 14 (California Cove)	$25
Special Districts - LMD 36 (Villa Santa Cruz & Villa Carmel)	$5,014
Special Districts - LMD 39 (Sueno/Promesa)	$444
Special Districts - LMD 51 (Pfeiler)	$1,817
TOTAL TRANSFERS FROM GENERAL FUND (101) TO SPECIAL DISTRICTS FUND (120)	**$7,300**

Expenditures: Due to unidentified maintenance repairs needed on fencing throughout specific LMDs, this request is to fund these repairs for a total amount of $115,811 of which $7,300 will be offset from the General

Benefit Contribution from the General Fund (101). The Division has received estimates for repairs and the contractor will honor the estimates through the end of February 2023 to account for this budget adjustment process. The Division has also applied for a grant to offset these expenses.

Table 6.

Fund/Division	Funding Source	Services	Amount
Special Districts - LMD 14 (California Cove)	LMD 14 Reserve Balance	Fence Repair	$321
Special Districts - LMD 36 (Villa Santa Cruz & Villa Carmel)	LMD 36 Reserve Balance	Fence Repair	$650
		Tree - Grid Pruning	$59,636
Special Districts - LMD 39 (Sueno/Promesa)	LMD 39 Reserve Balance	Fence Repair	$22,166
Special Districts - LMD 51 (Pfeiler)	LMD 51 Reserve Balance	Fence Repair	$3,320
		Tree - Grid Pruning	$29,718
TOTAL			**$115,811**

Available Fund Balance: There are sufficient fund balances from each respective LMD for these additional appropriations in this fiscal year.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The financial impact of each recommended action is spelled out in the Discussion section that describes that action and also depicted in the following tables.

Fund Name/Number	Carryover/Additional Budget Appropriations for FY 2022-23
General Fund - 101	$957,184
Wastewater Fund - 611	$232,001
Environmental Resources Fund - 631	$115,181
Special Districts Fund - 120	$115,811
TOTAL CARRYOVER/ADDITIONAL BUDGET APPROPRIATIONS	**$1,420,177**

Fund Name/Number	Project Budget Un-appropriations for FY 2022-23
Water Bond Fund - 609	($5,175,000)
TOTAL PROJECT BUDGET UNAPPROPRIATIONS	**($5,175,000)**

Fund Name/Number	Appropriation Transfers for FY 2022-23
Special Districts (120) - Transfers In Revenue from General Fund (101)	$7,300
General Fund (101) - Transfers Out Expense to Special Districts (120)	$7,300

Prepared by: Brian Yanez, Assistant Public Works Director, Steve Howlett, Assistant Public Works Director, Joseph Marcinko, Assistant Public Works Director

ATTACHMENTS

1. Presentation

Carryover of Encumbered Funds from Fiscal Year 2021-22 and Amended Budget Appropriations for Public Works for Fiscal Year 2022-23

Finance and Governance Committee
Public Works and Transportation Committee
January 24, 2023

City Council
February 21, 2023

Michael L. Wolfe, P.E.
Director of Public Works

CITY OF OXNARD CALIFORNIA

RECOMMENDATION - FINANCE & GOVERNANCE COMMITTEE

That the Finance and Governance Committee recommend that the City Council approve:

1. The carryover of encumbered funds from Fiscal Year 2021-22 to Fiscal Year 2022-23 from available fund balances in the amounts of: A) $957,184 to the General Fund (101); B) $232,001 to the Wastewater Fund (611): and C) $115,181 to the Environmental Resources Fund (631) due to supply chain delays;
2. Fiscal Year 2022-23 budget appropriations from available fund balances in the amount of $115,811 to the Special Districts Fund (120) for new work and budget appropriation transfer of $7,300 from the General Fund (101) to Special Districts Fund (120) as the General Benefit contribution for applicable Districts; and
3. A Fiscal Year 2022-23 budget un-appropriation in the amount of $5,175,000 from the Water Bond Fund (609).

RECOMMENDATION - PUBLIC WORKS & TRANSPORTATION COMMITTEE

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

1. The carryover of encumbered funds from Fiscal Year 2021-22 to Fiscal Year 2022-23 from available fund balances in the amounts of: A) $957,184 to the General Fund (101); B) $232,001 to the Wastewater Fund (611): and C) $115,181 to the Environmental Resources Fund (631) due to supply chain delays;
2. Fiscal Year 2022-23 budget appropriations from available fund balances in the amount of $115,811 to the Special Districts Fund (120) for new work and budget appropriation transfer of $7,300 from the General Fund (101) to Special Districts Fund (120) as the General Benefit contribution for applicable Districts; and
3. A Fiscal Year 2022-23 budget un-appropriation in the amount of $5,175,000 from the Water Bond Fund (609).

RECOMMENDATION - CITY COUNCIL

That the City Council approve:

1. The carryover of encumbered funds from Fiscal Year 2021-22 to Fiscal Year 2022-23 from available fund balances in the amounts of: A) $957,184 to the General Fund (101); B) $232,001 to the Wastewater Fund (611): and C) $115,181 to the Environmental Resources Fund (631) due to supply chain delays;
2. Fiscal Year 2022-23 budget appropriations from available fund balances in the amount of $115,811 to the Special Districts Fund (120) for new work and budget appropriation transfer of $7,300 from the General Fund (101) to Special Districts Fund (120) as the General Benefit contribution for applicable Districts; and
3. A Fiscal Year 2022-23 budget un-appropriation in the amount of $5,175,000 from the Water Bond Fund (609).

BACKGROUND

- City's Public Works Department reviewed its Adopted Budget for Fiscal Year (FY) 2022-23
- Staff is requesting to adjust the budget for various funds for several reasons
  - Supply chain delays for equipment ordered in FY 2021-22 but not received by June 30, 2022 is the primary reason for these requests.
  - Capital projects not anticipated to need bonding this FY
  - Repair services needed in several landscape maintenance districts

GENERAL FUND (101)

Request to rollover unspent funds for $957,184 from FY 2021-2022 into FY 2022-23 for the purchase and payment of equipment items due to supply chain delays:

- Streets: Two Pothole Patch Trucks for $496,346
- Streets: One Compact Track Skid Steer for $120,169
- Parks: One 4WD Tractor for $79,083
- Parks: One 6130M Cab Tractor for $134,586
- Parks: 62 Anti-Tamper Trash Can receptacles for $127,000

WATER BOND FUND (609)

Request to unappropriate unspent project funds for $5,175,000 from FY 2022-23 due to not issuing new bonds:

- Water: Project 206509 ($1,650,000)
- Water: Project 216508 ($2,25,000)
- Water: Project 226501 ($1,300,000)

City has the option to re-appropriate funds from a different funding source in the future if approved by Council

WASTEWATER FUND (611)

Request to rollover the unspent funds for $232,001 from FY 2021-2022 into FY 2022-23 for the purchase and payment of heavy equipment due to supply chain delays:

- One Nixon Egli Crane Truck for $232,001

ENVIRONMENTAL RESOURCES FUND (631)

Request to rollover the unspent funds for $115,181 from FY 2021-2022 into FY 2022-23 for the purchase and payment of equipment due to supply chain delays:

- One Skid Steer for $73,297
- One Damper Bucket for $41,884

SPECIAL DISTRICTS FUND (120)

1. Request to appropriate funds for $115,811 in FY 2022-23 for repairs needed in several landscape maintenance districts:

- LMD 14 for $321
- LMD 36 for $60,286
- LMD 39 for $22,166
- LMD 51 for $33,038

2. Request for budget appropriate transfer of $7,300 in FY 2022-23 from the General Fund to the Special Districts Fund for an increased General Benefit Contribution for these repairs

FINANCIAL IMPACT

- Total amount of carryover/additional budget appropriations is $1,420,177 for all funds
  - General Fund: $957,184
  - Wastewater Fund: $232,001
  - Environmental Resources Fund: $115,181
  - Special Districts Fund: $115,811
- Total amount of project budget un-appropriations is $5,175,000
  - Water Bond Fund: ($5,175,000)
- Total amount of budget appropriations transfers is $7,300 from General Fund to Special Districts Fund

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: January 24, 2023

TO: Public Works and Transportation Committee

FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

SUBJECT: Water Policy and Related Litigation Update. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council receive and file the Water Policy Report and Update on Related Litigation.

This item is not subject to the California Environmental Quality Act pursuant to Public Resources Code 21080(b)(4).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/BqBAFBwa41Y

BACKGROUND

The City of Oxnard serves potable water to more than 43,000 service connections. Approximately 85% of those services are single and multi-family residential. The City is responsible for operating and maintaining water production, treatment facilities, blending stations and a distribution system to deliver potable water to its customers.

Approximately a third of the City's water supply is imported water purchased from the Metropolitan Water District of Southern California (Met), provided by the Calleguas Municipal Water District. Another third is produced by the City's groundwater wells and treated by reverse osmosis or blended and disinfected before entering the City distribution system. The final third of the water supply is groundwater pumped by the United Water Conservation District (UWCD) for the City. Finally, The City has an Advanced Water Purification Facility (AWPF) that produces recycled water sold to agricultural, industrial and the golf course as customers.

The Public Works and Transportation Committee (PWTC) requested that staff provide various reports related to Water, Recycled Water, and Wastewater. Specifically for Water, the PWTC desired a Water facility virtual tour as well as an update on Oxnard's water sources and the drought, and information on the cost of water, the Urban Water Management Plan, and recycled water. This report is regarding water policy and related litigation, which informs the other reports and is relevant to understanding the long-term future of Oxnard's water supply.

DISCUSSION

In order to create water reliability and efficiency, Oxnard's water policy focuses on both diversifying our portfolio by validating and increasing access to all possible sources of water (State water, groundwater, and

recycled water), and on conjunctive use, which means managing the various water sources in a coordinated fashion to maximize the yield (and minimize the cost) of the overall water resource. To accomplish these two goals, the City is engaged in a multi-pronged approach:

1. Advocate for water policies that encourage or incentivize deliveries of recycled water;
2. Advocate for water policies that encourage storage, accountability, retrieval and transfer of water stored from ASR and/or recharge operations;
3. Advocate for water policies that encourage storage, accountability, retrieval and transfer of water stored from imported water recharge; and
4. Litigate legal claims to groundwater rights.

In the past few years, the City has been active in advocating for its interests through the Fox Canyon Groundwater Management Agency (GMA), Calleguas and Met as well as meeting with various water partners across the region. More specifically, the City has been engaged in multiple water policy and related litigation efforts, as described below.

GMA Policy Efforts

Councilmember Perello represents Oxnard and four other cities on the GMA Board. City staff participates in every GMA and GMA subcommittee meeting and works closely with GMA staff to represent the City's interests in managing the groundwater basin. As of late, these efforts have focused on two particular areas: revising a GMA resolution to allow Oxnard's use of recycled water pumping allocations and prioritizing regional projects for funding purposes.

Oxnard is working with the GMA to revise its Resolution 2013-02 regarding the Recycled Water Pumping Allocation (RWPA). In 2013, the GMA passed this resolution concerning the implementation of the first phase of the Groundwater Recovery Enhancement and Treatment (GREAT) Program and the associated recycled water management plan. The resolution allowed the City to receive one acre-foot of groundwater pumping allocation for each acre-foot of recycled water it sold. Rather than paying the full cost of the recycled water in cash, our customers may pay partly in cash and partly by transferring these groundwater pumping allocations, which to date have reached approximately 6,000 in total. However, the resolution does not allow the City to use these allocations so long as the water levels in a particular geographic region (called the Forebay) are low and hydrologic conditions are poor, and thus, Oxnard's account has been frozen for some years. This winter, we anticipate coming before the GMA Board with the support of GMA staff to propose a resolution to allow Oxnard to either pump or sell these allocations, thereby realizing the full value.

Additionally, Oxnard has advocated the GMA prioritize various projects around the region. The GMA's Operations Committee is currently engaged in that process. This is important for three funding-related reasons. First, the State has already begun passing through some opportunities for water infrastructure grants to the GMA. Going forward, staff expects some large State and federal grants to be available, and these grants will likely require GMA approval. Second, entities around the region intend to inform our legislators of those project priorities as well so that they can uniformly advocate in Washington, D.C. and Sacramento for our regional needs. Third, what is not funded by grants and lobbying efforts will need to be raised locally, and the GMA has begun conversations about a replenishment fee, which would attach to the standard pumping fee, in order to spread these costs among all pumpers. To be able to spread those costs, the projects need stakeholder support, so again, it is relevant to draft a list of preferred projects that the region finds most critical.

Calleguas/Met Policy Efforts

Calleguas imports and distributes water from Met. The majority of the water arrives via the State Water Project from northern California to Ventura County. To increase reliability, Calleguas also pumps water from its Las Posas Well Field. As of late, Calleguas has begun a process to consider expanding its role to providing other

sources of reliable supplemental water to the region.

Councilmember Perello and Oxnard staff have been active with Calleguas in multiple ways. In the past year, Calleguas has hosted monthly Drought Task Force meetings (geared toward elected officials and high level management across the region) as well as monthly purveyor meetings (targeted toward management and high level operations staff) in unifying our approach to the current drought and opportunities for actions or projects that mitigate the impacts of future droughts. We have not only participated in those meetings, we have advocated zealously for Oxnard's interests in the region. We have supported and continue to support Calleguas and other regional partners' efforts to exert pressure on Met to invest in infrastructure toward and in our County. Oxnard sent our own letter to Met dated August 31, 2022, to request funding to build out the AWPF and more aquifer storage and recovery (ASR) wells, asking Met to consider storing its own water in the Oxnard basin, and encouraging Met to lobby the State to allow faster approvals of indirect potable reuse (IPR), meaning injecting and storing our recycled water in our groundwater basin. Most recently, Oxnard initiated a County-wide discussion regarding whether there should be regional water infrastructure; Calleguas will now lead this important conversation while Oxnard stays very active in the discussion.

Operation and Expansion of the AWPF and Renewal of the Recycled Water Agreement

On January 13, 2015, the City Council approved the Full Advanced Treatment Recycled Water Management and Use Agreement. That agreement spells out the complex relationship by which the City sells its recycled water to various entities within and outside of the City's boundaries. Since we do not yet have a permit to inject the water into the ground and later extract it with the rest of our groundwater (called indirect potable reuse or IPR), and California does not allow the blending of recycled water with drinking water (called direct potable reuse or DPR), the current uses of this water are limited unless the City wants to invest millions of dollars in infrastructure for other uses (e.g., irrigation of landscape). Since a primary goal is to eventually use the recycled water within Oxnard via IPR or DPR for our own water sources, staff does not recommend investing in special infrastructure but is working on drafting a new recycled water agreement with our customers to replace the existing agreement that will soon terminate.

The City's operational AWPF and the pilot-test Aquifer Storage and Recovery (ASR) Well, which is currently in construction, are key infrastructure components in the realization of IPR, leading to a more drought resistant and reliable water source for the City. A critical policy component to seeing a full realization of the ASR project will involve working with the GMA to identify an accounting program for water injected into the basin, to include unencumbered retrieval of that water for the City's use when needed. The current theoretical capacity of the City's operation AWPF facility is 6.25 million gallons per day (MGD). This equates to 7,000 acre-feet per year. To put that number into perspective, 7,000 acre-feet is 27% of the total water consumed by Oxnard's water customers in Water Year 2021. Within the existing building footprint of the AWPF facility, the first phase of expansion is planned to reach 12.5 MGD (14,000 acre-feet per year). As documented in the City's Urban Water Management Plan, the product water of AWPF with the subsequent injection and retrieval of that water through a permitted IPR process is a crucial component to mitigating drought impacts in the future. As such, working on policies with the GMA to ensure the AWPF and ASR reach their full potential will be a key focus for staff in the coming years.

Water Litigation

The City is currently engaged in two pieces of litigation regarding water issues. First, in response to the Sustainable Groundwater Management Act–State law passed in 2014 that requires stronger oversight of the basin–the GMA in late 2019 adopted groundwater sustainability plans, later approved by the California Department of Water Resources, that require pumpers to extract significantly less water by 2040. To initiate that process, the GMA in 2019 adopted an allocation ordinance that set the initial pumping allowances and intends to engage the stakeholders within the next 6 to 12 months in the rampdown process, meaning how the pumpers will be required to reduce pumping from their initial allocations to the levels needed in 2040. Oxnard

sued the GMA on the allocation ordinance because other entities received flexible allocations (on top of their standard pumping allocations) in acknowledgement of their reliance on other water sources, but Oxnard did not receive the same flexibility for its underpumping of the basin due to use of State Water Project (Met) water. The City retained the law firm Meyers Nave to represent it in these proceedings. The City is working to settle this lawsuit to achieve flexibility provided to other entities by the GMA. Trial in this matter is set for June 2023.

Second, a coalition of agricultural pumpers recently initiated litigation to adjudicate the Oxnard Basin. A groundwater adjudication is a legal proceeding whereby pumpers ask a court to better define the rights that various entities have to use groundwater resources. Through this process, a court assigns specific water rights to water users, can limit groundwater pumping by all users, and compels the cooperation of those who might otherwise refuse to limit their pumping of groundwater. Courts have adjudicated 22 basins in California. Such proceedings can take a decade or longer and be incredibly costly. Oxnard also has retained Meyers Nave to represent it in these proceedings, and their attorneys along with our in-house counsel and City staff are working hard to protect Oxnard's water rights.

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 financial impact in receiving this report.

Prepared by: Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Presentation

Water Policy and Related Litigation Update

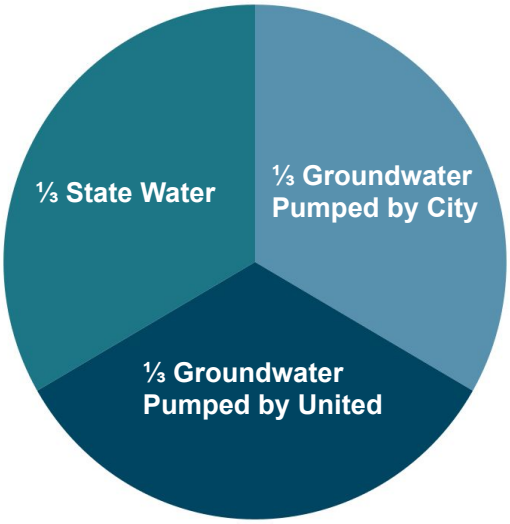
Shiri Klima, Deputy City Manager
City Manager's Office

Public Works and Transportation Committee
January 24, 2023

CITY OF OXNARD CALIFORNIA

Background

- The City serves potable water to more than 43,000 service connections (85% residential)



- Advanced Water Purification Facility (AWPF) produces recycled water sold to agricultural, industrial and the golf course as customers

Goals and Approach

Goals for Water Reliability and Efficiency:

1. Diversify portfolio: State water, groundwater, and recycled water
2. Conjunctive use: managing the various water sources in a coordinated fashion to maximize the yield (and minimize the cost) of the overall water resource

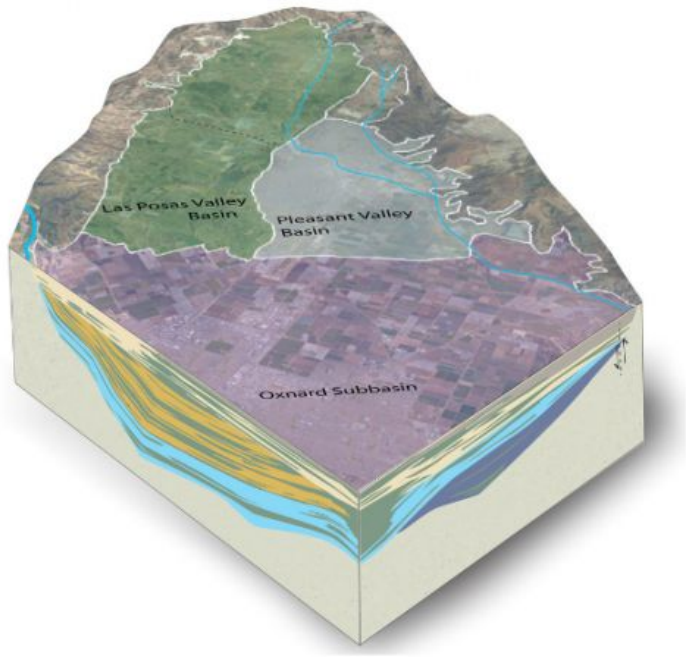
Approach:

1. Advocate for water policies that encourage or incentivize deliveries of recycled water
2. Advocate for water policies that encourage storage, accountability retrieval and transfer of water stored from ASR and/or recharge operations
3. Advocate for water policies that encourage storage, accountability, retrieval and transfer of water stored from imported water recharge
4. Litigate legal claims to groundwater rights

Goals and Approach

In the past few years, the City has advocated for its interests through the Fox Canyon Groundwater Management Agency, Calleguas and Met as well as meeting with various water partners across the region. More specifically, the City has been engaged in multiple water policy and related litigation efforts, as described more specifically in this report.

GMA Policy Efforts



- Councilmember Perello sits on GMA Board
- Oxnard is working with the GMA to revise Resolution 2013-02 regarding the Recycled Water Pumping Allocation (RWPA)
- Oxnard has advocated the GMA take a regional approach to State water grants, drafting a list of preferred projects that the region finds most critical to developing new water; this list will also be used for lobbying and determining what to fund locally

Calleguas/Met Policy Efforts

- Support Calleguas expanding its role to providing other sources of reliable supplemental water to the region
- Participate in Drought Task Force meetings (geared toward elected officials and high level management across the region) as well as purveyor meetings (targeted toward management and high level operations staff)

Calleguas/Met Policy Efforts

7

- Staff supported Calleguas and other regional partners' efforts to exert pressure on Met to invest in infrastructure toward and in our County
- Staff sent a letter to Met dated 8/31/22:
  1. To request funding to build out the AWPF and more aquifer storage and recovery (ASR) wells;
  2. Asking Met to consider storing its own water in the Oxnard basin,
  3. Encouraging Met to lobby the State to allow faster approvals of indirect potable reuse (IPR), meaning injecting and storing our recycled water in our groundwater basin

Operation and Expansion of the AWPF and Renewal of the Recycled Water Agreement

8

- January 2015: City Council approved agreement to sell recycled water
- Staff is working on drafting a new recycled water agreement with our customers to replace the existing agreement that will soon terminate
- Staff will also be pursuing a permit to inject water into the ground and later extract it (called indirect potable reuse or IPR)

Operation and Expansion of the AWPF and Renewal of the Recycled Water Agreement

- Oxnard will need to work with the GMA to identify an accounting program for water injected into the basin, to include unencumbered retrieval of that water for the City's use when needed
- First phase of AWPF expansion: from 6.25 million gallons per day (7,000 acre feet per year) to 12.5 million gallons per day (14,000 acre feet per year)

Litigation

The City is currently engaged in two pieces of litigation regarding water issues:

1. *Oxnard v. GMA*
2. Basin adjudication

Recommendation

That the Public Works and Transportation Committee recommend that the City Council receive and file the Water Policy Report and Update on related Litigation.

CITY OF OXNARD CALIFORNIA

Questions?