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

AMENDED AGENDA

(Items C-6 and C-7 added – 12/23/19)

OXNARD CITY COUNCIL

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

OXNARD FINANCING AUTHORITY

OXNARD HOUSING AUTHORITY

Council Chambers, 305 West Third Street

January 7, 2020

Closed Session - 4:30 PM

Regular Meeting - 6:00 PM

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council, Successor Agency.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION **(4:30 PM)**

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - (Government Code Section 54956.8) (City Council)
Property: Portion of vacant City property located behind the Del Norte Regional Recycling and Transfer Station located at 111 S. Del Norte Blvd.
Agency negotiators: Jeffrey Lambert and Rosemarie Gaglione.
Negotiating parties: Agromin (Bill Camarillo, CEO)
Under negotiation: Price and terms of payment.

2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council)
Name of case: Moving Oxnard Forward, Inc. v. Michelle Ascencion, in her official Capacity as City Clerk, et al
United States District Court Case No. 2:19cv10368 CBM(AFMx)

3. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council)
Name of case: Moving Oxnard Forward, Inc. v. City of Oxnard, et al.
Ventura County Superior Court Case No. 56-2019-00536762

4. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code

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

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

Section 54956.9(d)(1)) (City Council)
Name of case: Jones v. City of Oxnard, et al.
Ventura County Superior Court Case No. 56-2018-00516406

5. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4)) (City Council)
Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

6. **(New item - added 12/23/19)** CONFERENCE WITH REAL PROPERTY NEGOTIATORS - (Government Code section 54956.8) (City Council)
Property: 1258 Saviers Road, Oxnard
Agency Negotiators: Emilio Ramirez, Housing Director.
Negotiating Party: Fairgrow LLC
Under negotiation: Price and terms of payment.

7. **(New item - added 12/23/19)** CONFERENCE WITH REAL PROPERTY NEGOTIATORS - (Government Code section 54956.8) (City Council)
Property: 241 West Second Street, Oxnard
Agency Negotiators: Emilio Ramirez, Housing Director.
Negotiating Party: Mercy House
Under negotiation: Price and terms of payment.

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating January 20, 2020 as "Dr. Martin Luther King, Jr. Day."

2. SUBJECT: Presentation of a Commendation to Marvin Boos for his commitment to beautifying our City.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

   SUBJECT: Approval of Minutes.

   RECOMMENDATION: That the City Council approve the minutes of the December 17, 2019 regular meeting as presented.

   Legislative Body: City Council

   Contact: Michelle Ascencion, (805) 385-7805

2. Community Development Department

   SUBJECT: Recognized Obligation Payment Schedule 2020-2021.

   RECOMMENDATION: That the Community Development Commission Successor Agency adopt a Resolution approving the Annual Recognized Obligation Payment Schedule 20-21 covering the period of July 1, 2020 - June 30, 2021.

   Legislative Body: Successor Agency

   Contact: Jeffrey Lambert, (805) 385-7882

3. Community Development Department

   SUBJECT: Notice of Pending Approval of Planning & Zoning Permit No. 18-300-05 (Final Map for Tract 6009) to subdivide a 1.49-acres site Located at 130-138 North H Street and 838 Palm Drive. Filed by Henry Casillas with Heritage Homes, LLC.

RECOMMENDATION: That City Council receive and file this Notice of Pending Approval for Planning and Zoning Permit No. 18-300-05 (Final Map for Tract 6009).

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

4. Public Works Department

SUBJECT: Notice of Completion for Auto Center Commercial Neighborhood Street Resurfacing Project PW 17-07.

RECOMMENDATION: That the City Council receive an update following a Notice of Completion for the Auto Center Commercial Neighborhood Street Resurfacing Project PW 17-07 (Project No. 183102) recorded on October 25, 2019.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

5. Public Works Department

SUBJECT: Award Contract A-8187 for On-Call Sidewalk Grinding to BPR, Inc.

RECOMMENDATION: That the City Council award and authorize the Mayor to execute Agreement A-8187 in an amount not to exceed $800,000 with BPR, Inc., for a three-year, on-call sidewalk, and curb and gutter grinding services contract. The $500,000 portion of this project will be used in the Streets Division and $300,000 allocated to the Special Districts Division. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

6. Public Works Department

SUBJECT: Agreement A-8191 for Tree Maintenance Services PW 20-22.

RECOMMENDATION: That City Council:
1. Award and authorize the Mayor to execute Agreement No. 8191 with Brightview Tree Service, Inc. for a five (5) year term for an amount not to exceed $2,700,000, for tree maintenance services; and
2. Authorize a Budget Appropriation in the amount of $180,000 from Special Districts: LMDs 23, 25, 33, 34, 40, 47, 52, 53, and CFD 2.
(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

7. Public Works Department

SUBJECT: Award Three (3) Year Agreement A-8196 for Citywide On-Call Fencing Installation and Repair Services.

RECOMMENDATION: That the City Council award and authorize the Mayor to execute Agreement A-8196 with Quality Fence Co., Inc. in the amount of $300,000 for a three year on-call Fencing Installation and Repair Services contract, SD 19-50R. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

8. Public Works Department

SUBJECT: Award Blanket Purchase Order to Maneri Signs, Inc. for directional, wayfinding and traffic control signs.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a blanket purchase order in an amount not to exceed $260,000 with Maneri Sign Co. for directional, wayfinding and traffic control signs. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

9. Public Works Department

SUBJECT: Award First Amendment for Agreement No. A-7937 with ProUsys, Inc.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-7937 with ProUsys, Inc. (ProUsys) for Supervisory Control and Data Acquisition (SCADA) Systems support services for the water, wastewater, and recycled water systems. This first amendment will increase the cost of services in the amount of $180,000 bringing the total contract amount to $780,000 and will extend the contract through June 30, 2020. (Public Works & Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

10. Public Works Department

SUBJECT: Approval of Agreement No. 8819-19-PW with Anderson Refrigeration, Inc.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement No. 8819-19-PW with Anderson Refrigeration, Inc., for a four (4) year term for an amount not to exceed $200,000, to extract and remove refrigerant from appliances collected at the Del Norte facility. (Public Works & Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

11. Public Works Department

SUBJECT: Award Solicitation PW 20-12 for Supply of Chemicals Required for Water, Recycled Water and Wastewater Treatment.

RECOMMENDATION: That the City Council would approve and authorize the Mayor to execute the following:
1. Purchase Orders to the following vendors for supply and delivery of chemicals to the City of Oxnard Wastewater Treatment Plant (OWTP), Headworks Facility, Advanced Water Purification Facility (AWPF), Water Campus and Water Blending Station No. 3, for a three (3) year period, at the following estimated costs:
 a) Argo Chemicals, Inc. ($148,293.60)
 b) King Lee Technologies ($352,796.28)
 c) Miles Chemical Company ($115,649.46)
 d) Northstar Chemical ($208,159.58)
 e) PVS Technologies ($349,927.50); and
2. Award Change Orders to the following vendors with three (3) year adjusted estimated totals:
 a) JCI Jones Chemicals, Inc. PO #7476 (increasing by $103,275.90 from $398,686.02 to

$501,961.92)
b) Univar USA, Inc. PO # 7478 (increasing by $56,239.30 from $431,734.88 to $487,974.18); and
3. Authorize the Purchasing Manager to approve annual unit cost adjustments that remain within the Not To Exceed Limit of all Purchase Orders combined.
(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

L. REPORTS

1. City Treasurer Department

SUBJECT: SB 998 Water Services Policy. (10/10/10)

RECOMMENDATION: That the City Council adopt a resolution approving a written policy on discontinuation of water service in compliance with SB 998. (Finance & Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Phillip Molina, (805) 385-7808

2. Police Department

SUBJECT: Reducing Opioid Related Deaths. (10/5/5)

RECOMMENDATION: That the City Council receive a report on the Police Department’s efforts to help reduce the number of opioid-related deaths in the City of Oxnard.

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

M. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1.

DATE: January 7, 2020

TO: City Council

FROM: Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the December 17, 2019 regular meeting as presented.

BACKGROUND

Not applicable.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016. This agenda items does provide transparency of Council meetings to the public.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. Minutes 12.17.2019 CC regular meeting

M I N U T E S
OXNARD CITY COUNCIL
Regular Meeting
December 17, 2019

A. ROLL CALL, POSTING OF AGENDA

At 5:39 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council 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. Councilmembers Gabriela Basua, Vianey Lopez, Bryan A. MacDonald, Oscar Madrigal, Bert E. Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present.

Staff members present were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Jeffrey Lambert, Community Development Director; Emilio Ramirez, Housing Director; Kenneth Rozell, Chief Assistant City Attorney; Jay Dobrowalski, Associate Planner; Mike More, Human Resources Manager; Kevin Riper, Chief Financial Officer; Adam Smith, Project Manager; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. APPOINTMENT ITEM

City Manager Department

1. SUBJECT: Oxnard Housing Report Update by Central Coast Alliance United for A Sustainable Economy (CAUSE).

Nidia Bello and Ocil Herrejon from CAUSE gave a report, and residents Teresa and Arturo made remarks about the difficulties of their rental situation. Public comments were received from Grasiela Silva. Discussion ensued among the Council; no action was required.

CEREMONIAL PRESENTATION

Mayor Flynn presented a commendation to the Pacifica High School football team, who recently won the CIF Division 2-A State Championship.

E. REPORT OF CITY MANAGER

The City Manager gave a status update on negotiations for the Performing Arts Center operations.

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Vincent Ines (homelessness/vagrancy), Ray Blattel (Pacifica football championship), Jeff Burum (Performing Arts Center), Jessica St. Pierre (Performing Arts

Center), Gary Blum (Performing Arts Center), Manuel Herrera (Performing Arts Center), Michael Doty (Performing Arts Center), Marvin Boos (Performing Arts Center), Douglas Brooks (Performing Arts Center), Cheryl Kewley (Performing Arts Center), Savannah Atchison (Performing Arts Center), Olivia Kewley (Performing Arts Center), Lauren and Hannah Cagle (Performing Arts Center), Alyssa Cagle (Performing Arts Center), Richard Tucker (outreach meeting for homeless navigation center), Pastor Terrence Nivens (Performing Arts Center), Stephanie Hagiwara (Performing Arts Center), Dan Pinedo (Pacifica and Newton football championships), Aaron Starr (Brown Act warning), and Angela Montgomery Timmons (Pacifica football team).

E. REPORT OF CITY MANAGER (continued)

Community Development Department

1. SUBJECT: Downtown Oxnard Revitalization Presentation.
RECOMMENDATION: That the City Council receive a presentation from Marco LiMandri, President of New City America Inc., describing the success of San Diego's Little Italy Property Based Improvement District (PBID) and the potential for Downtown Oxnard.

The Community Development Director introduced Mr. LiMadri, who gave a report. Public comments were received from Ray Blattel, Pat Brown, Jeff Burum, and Aaron Starr. Discussion ensued among the Council and staff. No action was required.

City Manager Department

2. SUBJECT: List of City Manager Approved Contracts - Informational Only.
RECOMMENDATION: That City Council receive and file the list of City Manager approved contracts for the period January 2019 through November 26, 2019.

The City Manager made some brief remarks. No action was required.

The City Manager made an additional announcement on the availability of census jobs for the upcoming 2020 Census.

F. CITY COUNCIL REPORTS

Mayor Pro Tem Ramirez congratulated Police Sergeant David Walker on his upcoming retirement, and commented on the Performing Arts Center and the holiday season.

Councilmember Perello commented on the Pacifica High School CIF championship game, and congratulated Purchasing Manager Lisa Boerner on her upcoming retirement. He commented on the Performing Arts Center, downtown redevelopment, improving South Oxnard, and the importance of teaching civics in school.

Councilmember Madrigal commented on O'My Theater, a recent toy giveaway at Camino Del Sol Park, and an upcoming Rose Park holiday potluck and toy giveaway.

Councilman MacDonald commented on the Pacifica football team, the importance of giving back to the community, and the Performing Arts Center.

Councilwoman Basua thanked the city staff for their hard work over the year, and commented on the future of the Performing Arts Center.

Councilmember Lopez congratulated the Pacifica football team, announced an upcoming town hall meeting on the homeless navigation center, and thanked city staff for their hard work.

Mayor Flynn reported on a recent Elks Club holiday event for foster children, and commented on the future of the Performing Arts Center.

Councilmember Perello acknowledged Councilman MacDonald and his wife for their service to the community during the holidays.

G. REVIEW OF INFORMATION/CONSENT AGENDA

Items I-4, I-5, I-8 were discussed among the Council and staff. The Housing Director announced a correction to Item I-4.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Ray Blattel, David Forsyth, Ed Gutierrez, Pat Brown, and Carlyn Abul-Haj. Written comments were received from Robert Congelliere, Kimberly Lopez, Chayanne Rodriguez, Arely Castellon, Rosa Aguina, Anahi Medina, Brenda Olvera, Sayli A., Aaliyah Fisher, Alyssa Hernandez, Francisco Garibay Jr., Esmeralda Olivera, Bellanira Ruiz, Nathan Salinas, Josie Isiordia, Adrina Cervantes, Lisseth Solano, Katia Soto, Brisa Rodriguez, Katyrose Vasquez, Michelle Navarro, April Beltran, Judith Rojas, Jasmin Ambriz Garcia, Juan Catalan, Rosiselda Feliciano, Presley Walker, and John Grant. Discussion ensued among the Council and staff.

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the December 3, 2019 regular meeting as presented.

City Manager Department

2. SUBJECT: Resolution Revising Appointment to and Meetings of the Measure O Citizen Oversight Committee.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,288** revising Resolution No. 13,776 regarding the Measure O Citizen Oversight Committee.

Community Development Department

3. SUBJECT: Adoption of Ordinance Nos. 2969, 2970, and 2971 for Planning and

Zoning Permit No. 19-580-04 - Zoning Text Amendment to Create Regulations for Short Term Rentals.
RECOMMENDATION: That the City Council approve for second reading (by title only and waive further reading) and adoption of **Ordinance Nos. 2969, 2970, and 2971** regarding short term rentals.

Housing Department

4. SUBJECT: Agreement for Continuation of Homeless Shelter Services at 351 South K Street.
RECOMMENDATION: That the City Council approve agreement with Mercy House (Agreement No. A-8194) for the continued operation and management of the Oxnard Navigation Center at its temporary location at 351 South K Street, Oxnard, in the amount of $1,177,560 for the remainder of Fiscal Year 2019-20. ***(Corrected to $1,186,560)***

Human Resources Department

5. SUBJECT: Resolution Approving the Benefits for the Classifications Designated as Confidential Non-Management.
RECOMMENDATION: That the City Council approve **Resolution No. 15,289** approving benefits for the classifications designated as confidential non-management.

Public Works Department

6. SUBJECT: Award Agreement A-8150 with MNS Engineers, Inc. for Construction Inspection Services for the OWTP Emergency Repairs Project.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute Agreement A-8150 in the amount of $248,944 with MNS Engineers, Inc., for Construction Inspection Services for the Oxnard Wastewater Treatment Plant (OWTP) Emergency Repairs Project PW 18-04 (196602). (Public Works and Transportation Committee approved 3-0)

Police Department

7. SUBJECT: Adoption of Ordinance No. 2973 Banning the Sale of Flavored Tobacco Products.
RECOMMENDATION: That the City Council adopt **Ordinance No. 2973** amending Article XIV of Chapter 11 of the Oxnard City Code related to Tobacco Retailer Permits and the sale of flavored tobacco products.

Community Development Department

8. SUBJECT: Adoption of Ordinance No. 2972 Planning and Zoning Permit No. 19-580-05 (Zoning Text Amendment) – Amendment to the Oxnard City Code to Create Regulations for Cannabis Retail Dispensaries.
RECOMMENDATION: That the City Council adopts **Ordinance No. 2972** (read by title only, waiving further reading) approving Planning and Zoning Permit No. 19-580-05 (Zoning Text Amendment) – Amendment to the Oxnard City Code to Create Regulations for Cannabis Retail Dispensaries.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the Information/Consent items as presented, with the stated amendment to item I-4. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against item I-8 (stating the buffer should be 1000 feet from sensitive uses) and item I-5 (stating he can't support extending benefits that management previously provided without proper authority). The motion carried 6-1 on items I-5 and I-8, and 7-0 on the remaining items.

J. PUBLIC HEARINGS

Community Development Department

1. SUBJECT: Appeal of the Planning Commission's Decision to Uphold Approval of Planning and Zoning Permit No. 17-500-19 (Special Use Permit) for a new Clinicas Medical Office Building at 2001 Statham Boulevard, Subject to Certain Findings and Conditions.
   RECOMMENDATION: That the City Council, upon conclusion of the public hearing, adopt **Resolution No. 15,290** denying the appeal and upholding a revised version of the Planning Commission's approval of Planning and Zoning Permit No. 17-500-19 (Special Use Permit) authorizing the construction of a smaller 34,074 square-foot medical office building on a 2.76-acre parcel located at 2001 Statham Boulevard (APN: 220-0-010-325). The project requires:
   1) a reduction in the number of on-site parking spaces justified by a parking study,
   2) a reduction in the number of loading and unloading parking spaces, and
   3) an increase in the maximum allowable building height subject to certain findings and conditions.

The City Clerk announced the affidavit of publication and stated that one written communication had been received. The Community Development Director gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Pat Brown. Written comments were received from Charles Hookstra.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council, staff, and applicant Tony Alatorre.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

K. REPORTS

Human Resources Department

1. SUBJECT: Resolutions Approving Successor Memoranda of Understanding with Service Employees International Union and International Union of Operating Engineers.
   RECOMMENDATION: That the City Council approve **Resolution Nos. 15,291 and 15,292** approving successor Memoranda of Understanding with Service Employees International Union and International Union of Operating Engineers.

The Human Resources Manager gave a report. Public comments were received from Ray Blattel and Aaron Starr. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

City Manager Department

2. SUBJECT: Internal Auditor's 2018-19 Annual Work Plan, Contract Amendment and Resolution.
RECOMMENDATION: That the City Council:
1. Ratify the Internal Auditor Annual Work Plan Proposal for 2018-19;
2. Approve and authorize the Mayor to execute a First Amendment to Agreement No. A-7986 with Price Paige and Company to amend required protocols; and
3. Adopt **Resolution No. 15,293** delegating to the Finance and Governance Committee and its Chair (and in limited circumstances, the City Manager or City Attorney) oversight and coordination of Internal Auditor services, and amending the Whistleblower Hotline Policy.

The Deputy City Manager gave a report. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Lopez, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

3. SUBJECT: Sale of City of Oxnard Rule 20A Credits.
RECOMMENDATION: That the City Council approve **Resolution No. 15,294**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE TRANSFER OF SOUTHERN CALIFORNIA EDISON RULE 20A CREDITS TO THE CITY OF LAGUNA BEACH IN EXCHANGE FOR GENERAL FUND DOLLARS AND AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND APPROPRIATE ACTIONS TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION; with the proceeds from the sale of the Rule 20A credits to be applied to the General Fund reserve.

The Project Manager gave a report. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

4. SUBJECT: Certificates of Sufficiency of Signatures for Four Initiative Petitions.
RECOMMENDATION: That the City Council receive and file the certificates of sufficiency for the following four initiatives:
1. "New Requirements Regarding the Way in Which City Council Meetings, Council Committees and Other City Legislative Bodies Are Run"

2. "Early Termination of Measure O Sales Tax If Specific Pavement Standards for City Streets and Alleys Are Not Met; Extension of Measure O Sales Tax For Additional Five Year Periods If Specific Pavement Standards Are Met"
3. "Expedited Processing of Certain City-Issued Development Permits If Projects Meet Specific Requirements and Project Applications Are Filed By Specified Professionals Who Have Received Required Training Pursuant to the New Program; Program Includes Audits of Approved Permits and Appeals of Certain Denied Permits and Adverse Certification Actions of the Specified Professionals to Newly Created Appeals Board and to the City Council" and
4. "Expansion of Duties of Elected City Treasurer By Appointing the City Treasurer as Director of Finance and Giving the City Treasurer Additional Duties Pursuant to that New Role: Authority Over City's Finance Department; Selection and Oversight of Internal Auditor; Establishment, Preparation and Submittal of Monthly Financial Reports; Establishment, Preparation and Submittal of Monthly Performance Measurements for City Departments; and Preparation and Submittal of Annual City Budget."

The City Clerk gave a report. Public comments were received from Aaron Starr. Discussion ensued among the Council and staff. No action was required.

5. SUBJECT: Consideration of Action on Certified Initiative Measures Titled:
1. "New Requirements Regarding the Way in Which City Council Meetings, Council Committees and Other City Legislative Bodies Are Run;"
2. "Early Termination of Measure O Sales Tax If Specific Pavement Standards for City Streets and Alleys Are Not Met; Extension of Measure O Sales Tax For Additional Five Year Periods If Specific Pavement Standards Are Met;"
3. "Expedited Processing of Certain City-Issued Development Permits If Projects Meet Specific Requirements and Project Applications Are Filed By Specified Professionals Who Have Received Required Training Pursuant to the New Program; Program Includes Audits of Approved Permits and Appeals of Certain Denied Permits and Adverse Certification Actions of the Specified Professionals to Newly Created Appeals Board and to the City Council;" and
4. "Expansion of Duties of Elected City Treasurer By Appointing the City Treasurer as Director of Finance and Giving the City Treasurer Additional Duties Pursuant to that New Role: Authority Over City's Finance Department; Selection and Oversight of Internal Auditor; Establishment, Preparation and Submittal of Monthly Financial Reports; Establishment, Preparation and Submittal of Monthly Performance Measurements for City Departments; and Preparation and Submittal of Annual City Budget."
RECOMMENDATION: That the City Council:
1. For each initiative certified to date as sufficient by the City Clerk, either: a) adopt the ordinance, b) call an election, or c) order a report pursuant to Elections Code Section 9212; and
2. If calling the election, adopt resolution(s) ordering consolidation with the November 3, 2020 statewide election and requesting the County Clerk to conduct the election and authorizing the Board of Supervisors to canvass the returns.

The City Attorney and City Manager gave a report. Public comments were received from Aaron Starr and Greg Runyon. Written comments were received from Aaron Starr. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Mayor Flynn, to order a report pursuant to Elections Code Section 9212 for the four certified initiatives. Councilmember Perello added an amendment to the motion to also order a report for the initiative regarding term limits, which had not yet qualified for the ballot. Mayor Pro Tem Ramirez and Mayor Flynn agreed to allow the amendment. The City Attorney confirmed that the reports' scope should include fiscal impact, impact on funding for infrastructure, impact on Council governance of the city organization, and impact on administrative oversight functions within the city organization. VOTE: Basua, Flynn, Lopez, MacDonald, Perello, and Ramirez voted in favor; Madrigal voted against. The motion carried 6-1.

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:18 p.m.

MICHELLE ASCENCION, CMC City Clerk	TIM FLYNN Mayor

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2.

DATE: January 7, 2020

TO: Successor Agency

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Recognized Obligation Payment Schedule 2020-2021.

RECOMMENDATION

That the Community Development Commission Successor Agency adopt a Resolution approving the Annual Recognized Obligation Payment Schedule 20-21 covering the period of July 1, 2020 - June 30, 2021.

BACKGROUND

As part of the 2011 Budget Act, the California Legislature approved the dissolution of the state's 400 plus Redevelopment Agencies (RDAs). On February 1, 2012, all RDAs in the state of California were officially dissolved. As a result of the elimination of the RDAs, property tax revenues are now being used to pay required payments on existing bonds, other obligations, and pass-through payments to local governments. The remaining property tax revenues that exceed the enforceable obligations are allocated to cities, counties, special districts, and school and community college districts.

To help facilitate the wind-down process at the local level, each city formed a Successor Agency (SA) which manages redevelopment projects currently underway, makes payments on enforceable obligations, and disposes of redevelopment assets and properties. In the City of Oxnard (City), the City Council acts as the SA to Oxnard's former RDA, the Community Development Commission. Each SA has an Oversight Board (OB) that supervises its work. As specified in California Senate Bill 107 and beginning on July 1, 2018, all OB's in the County were consolidated into one OB, the Ventura County Consolidated Oversight Board. The seven-member OB is comprised of representatives of the local agencies from Ventura County cities, special districts, and K-14 educational agencies. The County OB members have a fiduciary responsibility to holders of enforceable obligations, as well as to the local agencies that would benefit from property tax distributions from the former redevelopment project areas.

Pursuant to California Health and Safety Code Section 34177(l)(1), the City, as SA to the former Oxnard Community Development Commission, is required to prepare an annual Recognized Obligation Payment Schedule (ROPS), documenting the enforceable obligations of the former RDA for the coming fiscal year. This ROPS covers the period July 1, 2020 through June 30, 2021 (ROPS 20-21) and, per California Health and Safety Code Section 34177(m), must be submitted to the California Department of Finance (DOF), after approval by the OB, no later than February 1, 2020.

Attached to this staff report is the City's Annual ROPS 20-21, covering the period beginning July 1, 2020 and ending June 30, 2021. This period totals $9,505,609 in SA enforceable obligations. These obligations include bond debt service, developer agreement payments, special tax district assessment, property tax analysis agreements, and contracts enforceable by the SA.

In prior years, total funding requested by the SA for the payment of enforceable obligations has totaled $9,721,918 in

Fiscal Year (FY) 19-20, $10,114,652 in FY 18-19, and $10,360,974 in FY 17-18.

The majority of the SA's ROPS 20-21 enforceable obligations, approximately $5.7 million, come from the debt service from the bonds issued by the former RDA in prior years, before the dissolution of redevelopment in the City.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Approval of ROPS 20-21 will facilitate the ability of the SA to continue payment of the enforceable obligations of the former Community Development Commission and is among the reasonable measures required to be taken to avoid triggering an event of default under any enforceable obligations. Certification of the ROPS allows the SA to collect property tax revenues from the Ventura County Auditor-Controller in an amount sufficient to pay the obligations listed on the ROPS 20-21 in a timely manner.

The total obligations for the ROPS for 20-21 equal $9,505,609, down from $9,721,918 from the prior year. The General Fund is not responsible for these enforceable obligations.

ROPS 20-21 must be submitted to the DOF by February 1, 2020. If this deadline is not met, the City is subject to a civil penalty of $10,000 for every day that a SA is past due on submission.

COMMITTEE OUTCOME

This item is routine in nature and therefore did not originate in Committee.

Prepared by: Adam Smith, Project Manager

ATTACHMENTS

1. Oxnard ROPS 20-21 Resolution
2. ROPS 20-21 Detail

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

RESOLUTION NO. ____________

RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY ADOPTING A FIFTH ANNUAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 20-21) FOR JULY 1, 2020 – JUNE 30, 2021

WHEREAS, Assembly Bill x1 26 ("AB 26") and AB x1 27 ("AB 27") were passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, among other things, AB 26 amends Sections 33500, 33501, 33607.5 and 33607.7 of the California Health and Safety Code and adds Part 1.8 and Part 1.85 to Division 24 of the California Health and Safety Code; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, subject to all reservations herein stated, the Community Development Commission was dissolved as of February 1, 2012 such that the Community Development Commission shall be deemed a former redevelopment agency under Health and Safety Code section 34173(a); and

WHEREAS, Health and Safety Code section 34173(a) designates successor agencies as successor entities to former redevelopment agencies; and

WHEREAS, on January 10, 2012, by Resolution 14,135, the City Council of the City of Oxnard declared itself as the successor agency upon the dissolution of the Community Development Commission, subject to all reservations stated in such resolution; and

WHEREAS, the California Supreme Court in *California Redevelopment Association v. Matosantos*, Case No. S194861 upheld the constitutionality of ABx1 26 and established May 1, 2012 as the date by which the draft Recognized Obligation Payment Schedule ("ROPS") must be prepared; and

WHEREAS, California Health and Safety Code Section 34171(h) and 34177(m) provide that a successor agency must prepare a ROPS every six months after the initial ROPS period; and

WHEREAS, on April 24, 2012 the Successor Agency adopted a Draft ROPS; and

WHEREAS, on April 25, 2012 the Oversight Board to the Oxnard Community Development Commission Successor Agency directed Successor Agency Staff to amend the ROPS to incorporate the State Department of Finance's revised ROPS format; and

WHEREAS, on May 8, 2012 a revised Amended ROPS I was adopted by the Successor Agency and identified enforceable obligations for the period of February 1, 2012 through June

30, 2012; and

WHEREAS, on May 8, 2012 a ROPS II was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2012 through December 31, 2012; and

WHEREAS, on July 22, 2012 a ROPS III was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2013 through June 30, 2013; and

WHEREAS, on February 12, 2013 a ROPS IV (13-14A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2013 through December 31, 2013; and

WHEREAS, on September 10, 2013 a ROPS V (13-14B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2014 through June 30, 2014; and

WHEREAS, on February 11, 2014 a ROPS VI (14-15A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2014 through December 31, 2014; and

WHEREAS, on September 9, 2014 a ROPS VII (14-15B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2015 through June 30, 2015; and

WHEREAS, on February 24, 2015 a ROPS VIII (15-16A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2015 through December 31, 2015; and

WHEREAS, on September 1, 2015 a ROPS IX (15-16B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2016 through June 30, 2016; and

WHEREAS, SB 107 terminates the every six months ROPS timeline as of December 31, 2015 and instead requires annual ROPS reporting starting with the first annual ROPS 16-17 for the period beginning July 1, 2016 and ending June 30, 2017; and

WHEREAS, California Health and Safety Code Section 34177(o) provide that a successor agency must prepare a ROPS every twelve months; and

WHEREAS, on January 19, 2016 the First Annual ROPS (16-17) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2016 through June 30, 2017; and

WHEREAS, on January 24, 2017 the Second Annual ROPS (17-18) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2017 through June 30, 2018; and

WHEREAS, on January 23, 2018 the Third Annual ROPS (18-19) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2018 through June 30, 2019; and

WHEREAS, on September 11, 2018 an amended Third Annual ROPS (18-19B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2019 through June 30, 2019; and

WHEREAS, on January 8, 2019 the Fourth Annual ROPS (19-20) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2019 through June 30, 2019; and

WHEREAS, on January 7, 2020 the proposed Fifth Annual ROPS (20-21) identifies each enforceable obligation on which payments will be required during the period of July 1, 2020 through June 30, 2021.

NOW, THEREFORE, THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The Oxnard Community Development Commission Successor Agency hereby finds and determines that the foregoing recitals are true and correct.

Section 2. All legal prerequisites to the adoption of this Resolution have occurred.

Section 3. The attached Proposed ROPS is hereby adopted.

Section 4. Successor Agency staff is hereby authorized to administratively amend the ROPS in order to modify, adjust or remove line items pending the outcome of review by the Oversight Board, the County Auditor-Controller, and/or the California Department of Finance and to format the ROPS to conform with State Department of Finance requirements not yet published, and to take all necessary and appropriate actions to prepare and submit the ROPS, provided, however, that neither such authorization nor such removal shall be deemed to be, nor are they intended as, an acknowledgment of the validity of ABx1 26 and AB 1484 or such action by the Oversight Board, the County Auditor-Controller and/or the California Department of Finance. The Successor Agency reserves all rights to challenge the validity and/or application of any or all provisions of ABx1 26 and AB 1484 in any administrative or judicial proceeding, without prejudice to the Successor Agency's right to list any such removed item on this or a future ROPS. The Successor Agency reserves the right to pursue any and all appeals and any available legal or equitable remedy provided or available by law to obtain the correction of any erroneous decision regarding the ROPS.

Section 5. This Resolution shall take effect immediately upon its adoption.

Section 6. The Successor Agency's Secretary Designate shall certify as to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this ___ day of ___________, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Tim Flynn, Chairman

ATTEST:

____
Michelle Ascencion, Secretary Designate

APPROVED AS TO FORM:

____
Stephen M. Fischer, General Counsel

Oxnard ROPS 2020-21 Annual

Item #	Obligation Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Total Outstanding Obligation	Total Requested Funding	Notes
1	CCRP Tax Allocation Refunding Bond 2004	Bonds Issued On or Before 12/31/10	4/13/2004	9/1/2026	Wells Fargo/Finance	Downtown Infrastructure, Capital Improvement Projects and Facade Program; including debt management costs	8,359,969	2,266,452	
2	CCRP Assessment District Payment	Property Maintenance	7/1/2006	6/30/2021	Ox. Downtown Mgmt District	Property Based Improvement District Payment	6,200	6,200	
10	Project Management	Project Management Costs	1/1/2014	6/30/2021	City Community Development	Property management, project management and inspection	6,200	6,200	
15	Project Management	Project Management Costs	1/1/2014	6/30/2021	City Community Development	Property management, project management and inspection	17,100	17,100	
17	HERO Tax Alloc Bond 2006	Bonds Issued On or Before 12/31/10	12/13/2006	9/1/2036	Wells Fargo/Finance	Street Reconstruction Projects; including debt management costs	12,920,074	1,339,570	
18	HERO Tax Alloc Bond 2008	Bonds Issued On or Before 12/31/10	6/17/2008	9/1/2038	Wells Fargo/Finance	RiverPark Parking Structure Infrastructure; including debt management costs	14,991,441	1,203,557	
24	HERO RiverPark	OPA/DDA/Construction	5/18/2010	11/19/2032	U.S. Bank, NA	Affordable Housing	9,560,834	588,580	
38	Contracts and services	Professional Services	12/12/2011	10/9/2021	HDL Coren and Cone	Property Tax and Tax Increment Preparation	10,000	10,000	
40	HERO RiverPark MOU to OPA	OPA/DDA/Construction	9/26/2010	7/27/2035	RiverPark A	Infrastructure reimbursement payments per MOU to OPA	20,911,022	1,312,316	
44	Project Management	Project Management Costs	1/1/2014	6/30/2021	City Employees	Property management, project management and inspection	8,200	8,200	
48	Ormond Beach Tax Alloc Bond 2006	Bonds Issued On or Before 12/31/10	12/13/2006	9/1/2036	Wells Fargo	Street Reconstruction Project	5,452,801	608,042	
49	Project Management	Project Management Costs	1/1/2014	6/30/2021	City Employees	Property management, project management and inspection	6,500	6,500	
50	Southwinds Tax Allocation Bond 2006	Bonds Issued On or Before 12/31/10	12/13/2006	9/1/2036	Wells Fargo	Street Reconstruction Bond	3,115,596	348,792	
51	Project Management	Project Management Costs	1/1/2014	6/30/2021	City Employees	Property management, project management and inspection	6,500	6,500	
52	Downtown Lease Guarantee Pmt 50%	OPA/DDA/Construction	11/26/2003	11/26/2025	Oxnard Theater Group	*Downtown Theater lease guarantee payment	6,678,000	1,335,600	
58	Contracts and Services	Property Maintenance	2/1/2009	6/30/2021	R.A. Atmore & Sons	Weed Abatement	3,500	3,500	
63	Trustee Services	Fees	1/1/2014	6/30/2021	Wells Fargo Bank	Debt service administration for bond issues	11,750	11,750	
98	Litigation for Future Legal Costs	Litigation	1/1/2003	8/30/2021	Kane, Ballmer, and Berkman	Agency Legal Cousel	120,500	120,500	
101	Disposition of Successor Agency Property	Property Dispositions	1/1/2017	6/30/2020	Kosmont Companies	Professional Services Real Estate Brokerage	107,250	107,250	
104	Admin Costs	Admin Costs	7/1/2019	6/30/2020	Oxnard CDC Successor Agency	Admin Costs	199,000	199,000	

Years corrected showing 2021, not 2019, as termination date

Oxnard ROPS 2020-21 Annual

A	B	C	D	E	F	G	H
				Fund Sources			
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	Comments
	ROPS 17-18 Cash Balances (07/01/17 - 06/30/18)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future	Rent, Grants, Interest, etc.	Non-Admin and Admin	Comments
1	**Beginning Available Cash Balance (Actual 07/01/17) RPTTF amount should exclude A" period distribution amount"**	$ 2,756,294		$ 1,740,994	$ 1,666,983	$ 1,121,482	
2	**Revenue/Income (Actual 06/30/18) RPTTF amount should tie to the ROPS 17-18 total distribution from the County Auditor-Controller**	$ 114,276			$ 1,569,678	$ 9,738,059	
3	**Expenditures for ROPS 17-18 Enforceable Obligations (Actual 06/30/18)**	$ 310			$ 421,272	$ 6,083,701	
4	**Retention of Available Cash Balance (Actual 06/30/18) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)**	$ 2,870,260		$ 1,740,994	$ 3,194,971	$ 3,943,519	
5	**ROPS 17-18 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 17-18 PPA form submitted to the CAC**	No entry required	No entry required	No entry required	No entry required	$ 832,321	
6	**Ending Actual Available Cash Balance (06/30/18) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	$0	$0	$0	($379,582)	$0	$1,514,213 in funds being held in trust, Camino Del Sol senior housing PILOT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3.

DATE: January 7, 2020

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Notice of Pending Approval of Planning & Zoning Permit No. 18-300-05 (Final Map for Tract 6009) to subdivide a 1.49-acres site Located at 130-138 North H Street and 838 Palm Drive. Filed by Henry Casillas with with Heritage Homes, LLC.

RECOMMENDATION

That City Council receive and file this Notice of Pending Approval for Planning and Zoning Permit No. 18-300-05 (Final Map for Tract 6009).

BACKGROUND

On December 20, 2018, the Planning Commission adopted Resolution No. 2018-36, recommending that the City Council approve Tentative Subdivision Map No. 6009. On March 5, 2019, the City Council adopted Resolution No. 15,203, approving the tentative subdivision map, subject to the conditions set forth in Planning Commission Resolution No. 2018-36. On the same meeting date, the City Council adopted Resolutions 15,202, and 15,203 upholding the Planning Commission's approval of Planning and Zoning Permit No. 18-500-01 (Special Use Permit for a Planned Development Permit); and 18-535-01 (Density Bonus Permit). Together, the development entitlements permit the construction of a 13 unit residential development project (Heritage Homes) on lots ranging in size from 4,389 to 5,742 square feet in area. The homes will be 1,653 square feet in size with ten (10) of the homes will be available for purchase at market rate and three (3) of the homes for purchase by qualifying affordable-low income persons.

The Final Map for Tract No. 6009 was reviewed by the City Engineer and found to be in conformance with the City Council approved tentative map and Resolution 15,203 and associated conditions of approval and the State Subdivision Map Act. On December 12, 2019, the City Engineer provided Verification of Status certifying that the Final Map was in compliance and technically correct for recording with the County Recorder's Office.

In accordance with Ordinance 2910, the City Council will receive notification at its January 7, 2020 City Council meeting that the Community Development Director intends to approve the subject Final Map No. 6009 on January 17, 2020, ten days following the City Council meeting. The Community Development Director's action may be appealed to the City Council pursuant to the appeal procedures set forth in Section 15-25 of the Oxnard City Code.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Juan Martinez, Associate Planner

ATTACHMENTS
1. Notice of Pending Approval
2. Verification of Status
3. Vicinity-Aerial Map
4. Final Map for Tract 6009

January 7, 2020

TO: City Council

FROM: Jeffrey Lambert, Community Development Director

SUBJECT: Notice of Pending of Planning and Zoning No. 18-300-05 (Final Map for Tract No. 6009) to subdivide a 1.49-acres site Located at 130-138 North H Street; and 838 Palm Drive. Filed by Henry Casillas with Heritage Homes, LLC.

In accordance with Ordinance 2910, the City Council will receive notification at its January 7, 2020 City Council meeting that the Community Development Director intends to approve the subject Final Map for Tract 6009. The Community Development Director intends to approve the Final Map of the Tentative Subdivision Map No. 18-300-06 on January 13, 2020, 13 days following the City Council meeting.

On December 20, 2018, the Planning Commission adopted Resolution No. 2018-36, recommending approval of Tentative Subdivision Map No. 6009 to subdivide a 1.49-acres site comprised of eight parcels into thirteen parcels to construct 13 detached single-family homes on 13 separate lots ranging between 4,389 to 5,742 square feet in area. On March 5, 2019, the City Council adopted Resolution No. 15,203, approving the tentative subdivision map, subject to the conditions set forth in Planning Commission Resolution No. 2018-36.

The Final Map was reviewed by the City Engineer for conformance with conditions of approval and the State Subdivision Map Act. On December 12, 2019, the City Engineer provided Certification of Status certifying that the final map was in compliance and technically correct for recording with the County Recorder’s Office.

The Community Development Director’s action may be appealed to the City Council pursuant to the appeal procedures set forth in Section 15-25 of the Oxnard Municipal Code. Please feel free to contact me or Juan Martinez at (805) 385-7556 if you have any questions regarding Planning and Zoning No. 18-300-06 (Final Map for Phase 2 of Tract No. 6009).

Attachments:

A. Verification of Status Letter
B. Vicinity Map
C. Final Map for Tract No. 6009

CITY OF OXNARD CALIFORNIA

VERIFICATION OF STATUS:
FINAL MAPS AND IMPROVEMENT PLANS

Tract/Parcel Map
Project Location:
TRACT 6009

☒ Map requires subdivision improvement agreement.

☐ The Development Services Program does not require improvement plans for this development.

☒ This Program has reviewed the improvement plans and found them acceptable. Based on our review, we believe these plans comply with the resolution of the Planning Commission and the City Council approving the tentative map for this development.

☒ This Program has reviewed the Final Map and Title Sheet and found them acceptable. Based on our review, we believe the map complies with the resolution of the Planning Commission and the City Council approving the tentative map for this development and also with the Subdivision Map Act of the State of California.

☐ The Final Map has been signed.

DATE: 12·12·19

Jeff Pengilley, City Engineer
Community Development


Vicinity Map
Santa Clara River
North Pacific Ocean
PZ 18-500-01
PZ 18-300-05
PZ 18-535-01
OXNARD
Oxnard Planning
August 2, 2018
PZ 18-500-01, 18-300-05, 18-535-01
Location: 130-138 N H St.& 838 Palm Dr.
Heritage Homes
Vicinity Map
Miles
0 0.5 1 1.5 2
N
1:70,000

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF, OR ARE INTERESTED IN, THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION ENTITLED TRACT NO. 6009, SHOWN ON THIS MAP, THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE EXTERIOR BOUNDARY LINE.

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD FOR PUBLIC USE THE RIGHT-OF-WAY FOR ALL ALLEYS AS SHOWN ON THIS MAP;

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND OR TAKEN FROM UNDER SAID REAL PROPERTY BUT WITHOUT THE RIGHT OF SURFACE ENTRY TO DEVELOP SAME.

HERITAGE HOMES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, OWNER

BY: [signature] BY: ______

PRINTED NAME: Henry Casillas PRINTED NAME: ______

TITLE: Managing Partner TITLE: ______

PACIFIC ENTERPRISE BANK, AS BENEFICIARY UNDER DEED OF TRUST, RECORDED JULY 31, 2019, AS DOCUMENT NO. 20190731-00087440, OFFICIAL RECORDS

BY: ______ BY: ______

PRINTED NAME: ______ PRINTED NAME: ______

TITLE: ______ TITLE: ______

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Ventura

ON 10-15, 2019, BEFORE ME, Angelica Mendoza (NAME) Notary Public (TITLE)

PERSONALLY APPEARED Henry Casillas WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

Angelica Mendoza (SIGNATURE) Angelica Mendoza (NAME PRINTED)

Ventura (PRINCIPAL OFFICE IN THE COUNTY OF) 6-20-2020 (COMMISSION EXPIRES) # 2154704 (COMMISSION NO.)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF ______

ON ______, 20___, BEFORE ME, ______ (NAME), ______ (TITLE)

PERSONALLY APPEARED ______, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

______ (SIGNATURE) ______ (NAME PRINTED)

______ (PRINCIPAL OFFICE IN THE COUNTY OF) ______ (COMMISSION EXPIRES) (COMMISSION NO.)

SOILS AND/OR GEOLOGIC REPORT

THE FOLLOWING SOILS REPORT(S) AND/OR GEOLOGIC REPORT(S) RELATING TO TRACT NO. 6009 HAVE BEEN PREPARED:

DATE OF REPORT: NOVEMBER 30, 2018

TITLE OF REPORT: UPDATED GEOTECHNICAL ENGINEERING REPORT FOR PROPOSED HERITAGE HOMES RESIDENTIAL SUBDIVISION PROJECT, LOTS 1-13, TRACT 5000, H STREET, CITY OF OXNARD.

PREPARED BY: WORKMAN ENGINEERING, & CONSULTING

GEOTECHNICAL ENGINEER: R. MARK WORKMAN, JR., RCE 68557

ON FILE FOR PUBLIC INSPECTION: AT THE CITY OF OXNARD PUBLIC WORKS

CITY COUNCIL'S CERTIFICATE

THIS MAP, ENTITLED TRACT NO. 6009, CONSISTING OF 4 SHEETS, HAS BEEN PRESENTED TO THE CITY COUNCIL OF THE CITY OF OXNARD OF VENTURA COUNTY, CALIFORNIA FOR APPROVAL. PURSUANT TO THE CITY COUNCIL'S DELEGATION AUTHORITY ADOPTED NOVEMBER 15, 2016 PURSUANT TO ORDINANCE NO.

2910, THE COMMUNITY DEVELOPMENT DIRECTOR HEREBY APPROVES THIS MAP ON THE ______ DAY

OF ______, 20____ AND HEREBY ACCEPTS FOR PUBLIC USE THE FOLLOWING SHOWN ON THIS MAP:

FOR PUBLIC USE THE RIGHT-OF-WAY FOR ALL ALLEYS SHOWN ON THIS MAP;

AND ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND OR TAKEN FROM UNDER SAID REAL PROPERTY BUT WITHOUT THE RIGHT OF SURFACE ENTRY TO DEVELOP SAME.

IN WITNESS WHEREOF AND PURSUANT TO THE CITY COUNCIL'S DELEGATION OF AUTHORITY DESCRIBED ABOVE, THE COMMUNITY DEVELOPMENT DIRECTOR HEREBY SIGNS THIS CERTIFICATE, WHICH IS ATTESTED TO BY THE CITY CLERK OF SAID CITY AND THE CORPORATE SEAL OF SAID CITY OF OXNARD IS AFFIXED

HERETO THIS ______ DAY OF ______, 20____.

ATTEST:

MICHELLE ASCENCION
CITY CLERK OF THE CITY OF OXNARD

JEFFREY LAMBERT
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF OXNARD

CITY TREASURER'S CERTIFICATE:

I PHILIP S. MOLINA, CITY TREASURER OF THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST TRACT NO. 6009 OR ANY PART THEREOF, FOR UNPAID MUNICIPAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS MUNICIPAL TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF OXNARD THIS ____ DAY OF ______, 20___.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HERITAGE HOMES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ON DECEMBER 10, 2018. I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR AFTER RECORDATION OF THIS TRACT MAP) AND THAT THE MONUMENTS ARE (OR WILL BE) SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. CORNER RECORDS FOR ALL CENTERLINE MONUMENTS SHOWN HEREON AS SET BY ME WILL BE ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS INTO THE CITY STREET SYSTEM.

BENJAMIN P. HARDIN, PLS 8552

10/15/2019
DATE

PROFESSIONAL LAND SURVEYOR
BENJAMIN P. HARDIN
NO 8552
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO 6009, THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

PAUL J. WENDT, RCE 46333 DATE
CITY ENGINEER
CITY OF OXNARD

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO. 6009, AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DANIEL J. WALSH, PLS 7540 DATE
COUNTY SURVEYOR
COUNTY OF VENTURA

COUNTY RECORDER'S CERTIFICATE

FILED THIS ____ DAY OF ______, 20___ AT ______ M IN

BOOK ______ OF MISCELLANEOUS RECORDS (MAPS) AT PAGES ______

AT THE REQUEST OF HERITAGE HOMES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

MARK A. LUNN
COUNTY RECORDER
COUNTY OF VENTURA

BY: ______
DEPUTY COUNTY RECORDER

COUNTY TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

DATE: ______, 20____

STEVEN HINTZ
COUNTY TAX COLLECTOR
COUNTY OF VENTURA

BY: ______
DEPUTY COUNTY TAX COLLECTOR

SEE SHEET 2 FOR SIGNATURE OMISSIONS

GROSS AREA = 1.504 ACRES

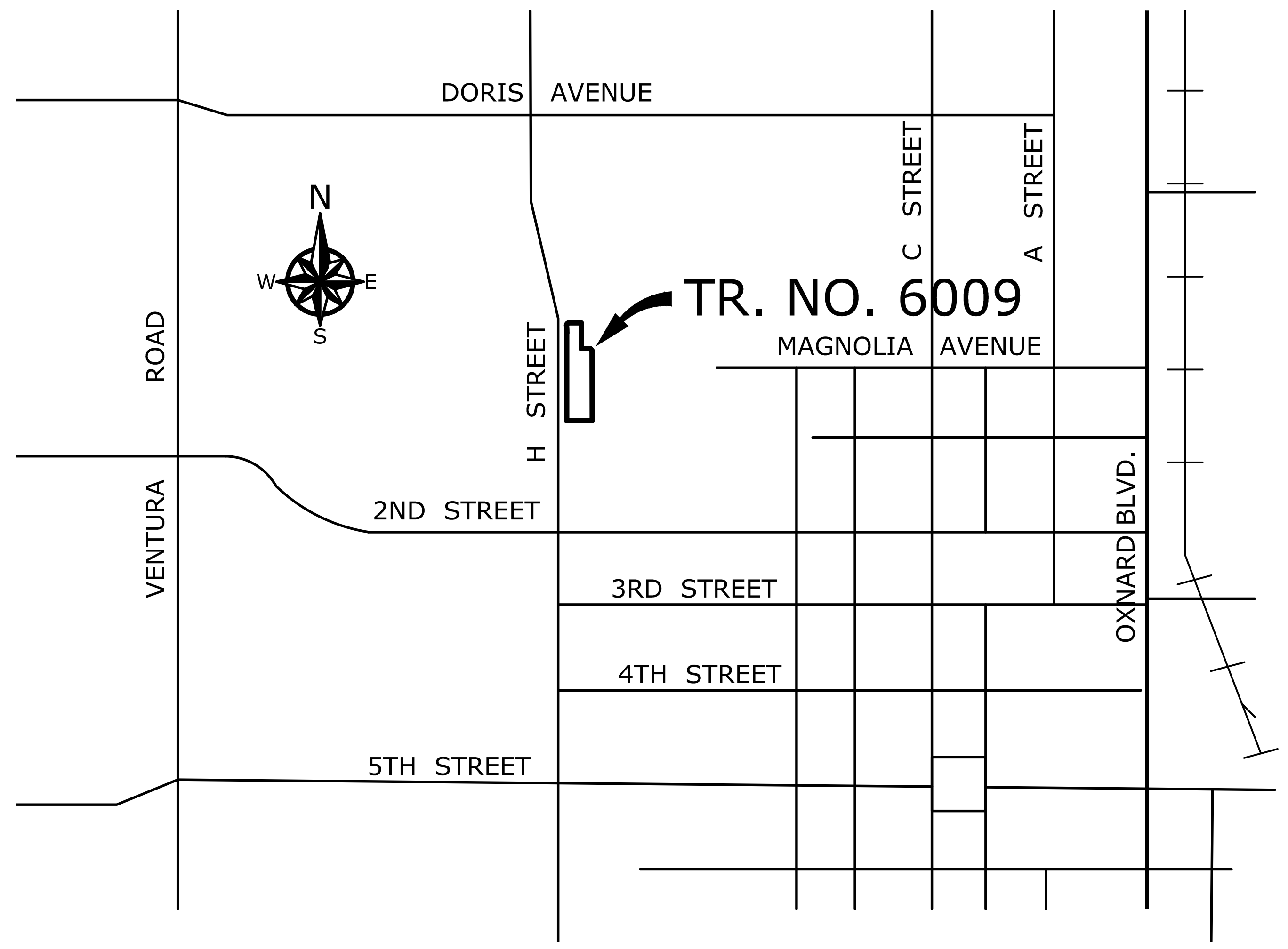
TRACT NO. 6009

IN THE CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 1 THROUGH 8, INCLUSIVE, OF TRACT NO. 5000, RECORDED IN BOOK 129, PAGES 91 THROUGH 94 OF MISCELLANEOUS RECORDS (MAPS), TOGETHER WITH PARCEL "C" AS SHOWN ON THAT CERTAIN MAP RECORDED IN BOOK 21, PAGE 9 OF PARCEL MAPS, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FEBRUARY 2019

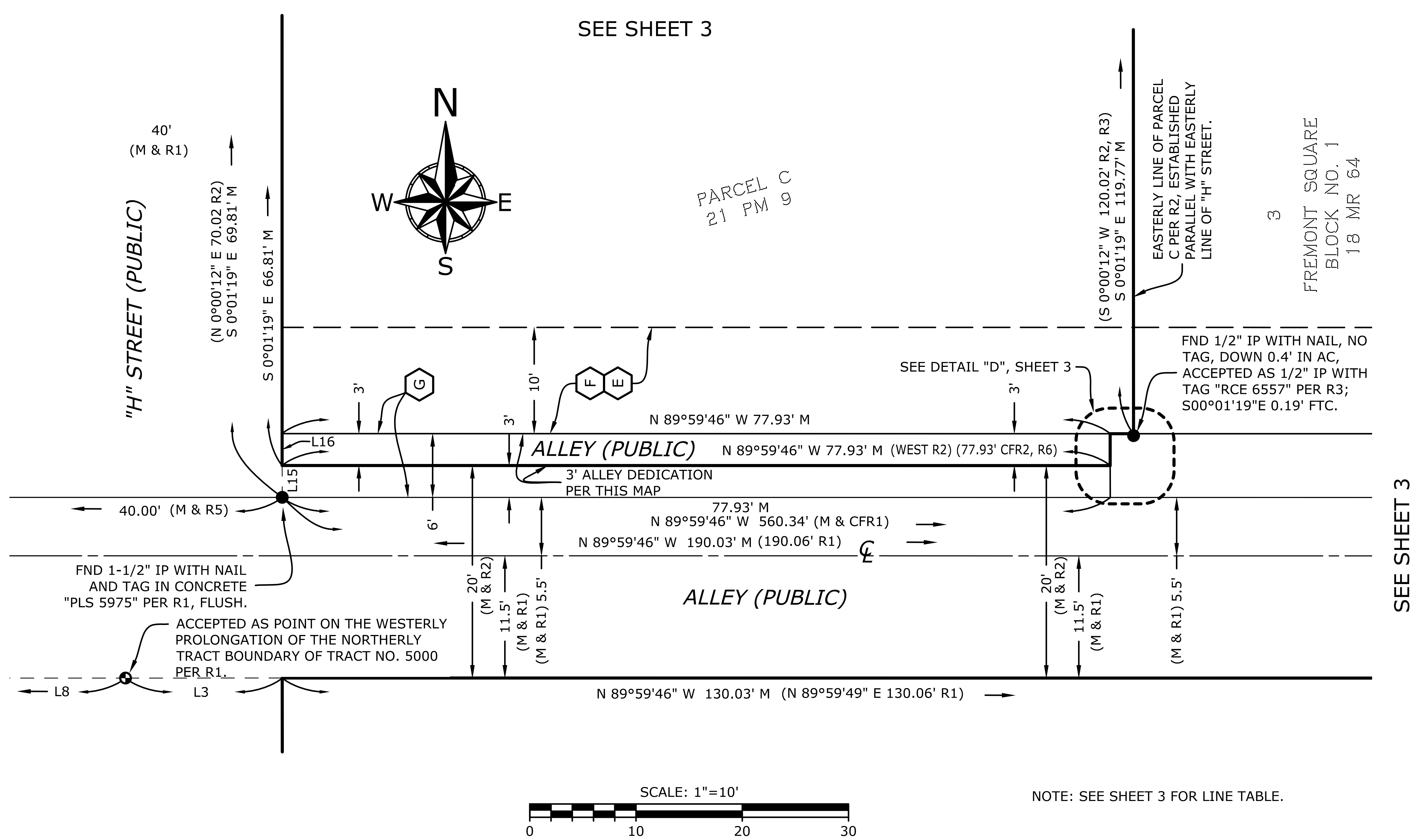
ECG
Encompass Consultant Group
333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM



VICINITY MAP

SCALE: 1"=1000'

DETAIL B 1" = 10'



NOTE: SEE SHEET 3 FOR LINE TABLE.

SIGNATURE OMISSIONS

THE SIGNATURES OF THE FOLLOWING EASEMENT OWNERS HAVE BEEN OMITTED IN ACCORDANCE WITH SECTION 66436 (a) (3) (A) (i) OF THE SUBDIVISION MAP ACT AS THEIR INTERESTS ARE SUCH THAT THEY CANNOT RIPEN INTO A FEE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

TICOR TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION AND LEE SIEVERS AND MARGARET P. SIEVERS, HUSBAND AND WIFE, PRESENT OWNER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS DISCLOSED BY DOCUMENT RECORDED MAY 26, 1950 IN BOOK 934, PAGE 23 OF OFFICIAL RECORDS.

VERIZON INC., A CALIFORNIA CORPORATION, PRESENT OWNER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS DISCLOSED BY DOCUMENT RECORDED JULY 26, 1950 IN BOOK 946, PAGE 274 AND RECORDED OCTOBER 23, 1950 IN BOOK 961, PAGE 418 AND RECORDED APRIL 18, 1951 IN BOOK 994, PAGE 386, ALL OF OFFICIAL RECORDS

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, PRESENT OWNER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS DISCLOSED BY DOCUMENT RECORDED JULY 26, 1950 IN BOOK 946, PAGE 274 AND RECORDED OCTOBER 13, 1950 IN BOOK 960, PAGE 219, AND RECORDED APRIL 18, 1951 IN BOOK 994, PAGE 386, ALL OF OFFICIAL RECORDS

CITY OF OXNARD, PRESENT OWNER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS DISCLOSED BY DOCUMENT RECORDED MAY 7, 1951 IN BOOK 997, PAGE 513 OF OFFICIAL RECORDS

CITY OF OXNARD, PRESENT OWNER OF AN EASEMENT FOR SEWER LINE, TOGETHER WITH THE RIGHT TO OPERATE, MAINTAIN, RELOCATE, REPAIR, REMOVE AND ENLARGE THE SAME, WITHIN THE WALKWAY AREA HEREIN VACATED AND INCIDENTAL PURPOSES RECORDED AUGUST 21, 1963 IN BOOK 2378, PAGE 210 OF OFFICIAL RECORDS

CITY OF OXNARD, PRESENT OWNER OF AN EASEMENT FOR WATER MAINS, SANITARY SEWERS, STORM DRAINS, CONDUITS AND POLE LINES AND INCIDENTAL PURPOSES RECORDED MARCH 11, 1977 IN BOOK 4791, PAGE 538 OF OFFICIAL RECORDS

THE SIGNATURES OF THE OWNERS OF THE INTEREST SET FORTH BELOW HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a) (3) (C) OF THE SUBDIVISION MAP ACT.

JERRY F. SERROS AND SALLY SERROS, OWNERS OF ALL MINERALS AND OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT SAID EXCEPTION SHALL BE WITHOUT THE RIGHT TO ENTER UPON SAID LAND OR USE THE SURFACE FOR ANY PURPOSES, AS RESERVED IN DEED RECORDED OCTOBER 19, 1963 AS INSTRUMENT NO. 61435, IN BOOK 2411, PAGE 365 OF OFFICIAL RECORDS.

THERESA CHESS, A WIDOW, OWNER, OF ALL MINERALS AND ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT SAID EXCEPTION SHALL BE WITHOUT THE RIGHT TO ENTER UPON SAID LAND OR USE THE SURFACE FOR ANY PURPOSES, AS RESERVED IN DEED RECORDED JULY 25, 1963 AS DOCUMENT NO. 42182, IN BOOK 2361, PAGE 135 OF OFFICIAL RECORDS.

TRACT NO. 6009

IN THE CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 1 THROUGH 8, INCLUSIVE, OF TRACT NO. 5000, RECORDED IN BOOK 129, PAGES 91 THROUGH 94 OF MISCELLANEOUS RECORDS (MAPS), TOGETHER WITH PARCEL "C" AS SHOWN ON THAT CERTAIN MAP RECORDED IN BOOK 21, PAGE 9 OF PARCEL MAPS, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FEBRUARY 2019

ECG
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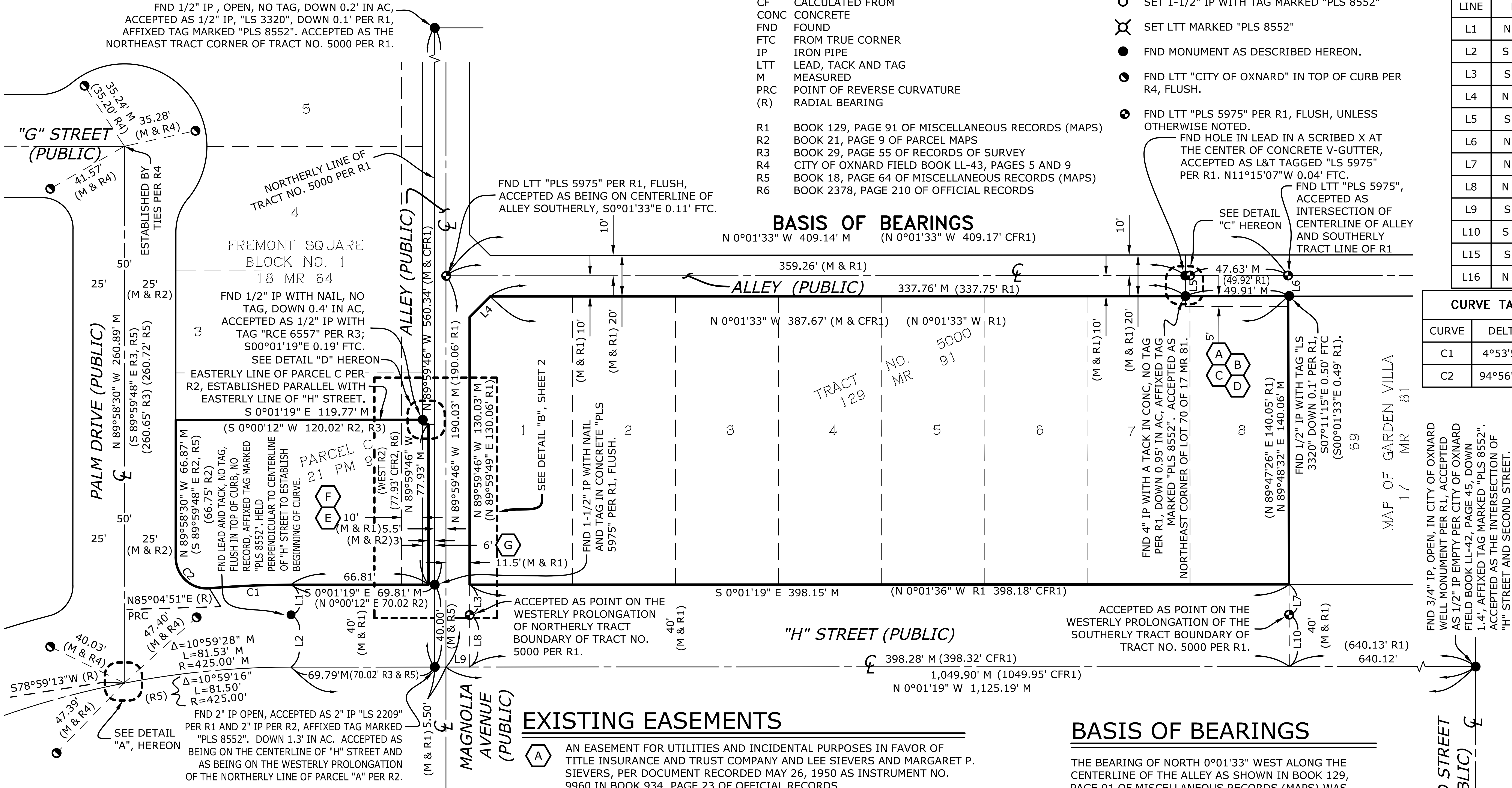
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SHEET 2 OF 4 SHEETS

BOUNDARY ESTABLISHMENT AND EXISTING EASEMENTS



LEGEND

CF	CALCULATED FROM
CONC	CONCRETE
FND	FOUND
FTC	FROM TRUE CORNER
IP	IRON PIPE
LTT	LEAD, TACK AND TAG
M	MEASURED
PRC	POINT OF REVERSE CURVATURE
(R)	RADIAL BEARING
R1	BOOK 129, PAGE 91 OF MISCELLANEOUS RECORDS (MAPS)
R2	BOOK 21, PAGE 9 OF PARCEL MAPS
R3	BOOK 29, PAGE 55 OF RECORDS OF SURVEY
R4	CITY OF OXNARD FIELD BOOK LL-43, PAGES 5 AND 9
R5	BOOK 18, PAGE 64 OF MISCELLANEOUS RECORDS (MAPS)
R6	BOOK 2378, PAGE 210 OF OFFICIAL RECORDS

- ○ SET 1-1/2" IP WITH TAG MARKED "PLS 8552"
- SET LTT MARKED "PLS 8552"
- ● FND MONUMENT AS DESCRIBED HEREON.
- FND LTT "CITY OF OXNARD" IN TOP OF CURB PER R4, FLUSH.
- FND LTT "PLS 5975" PER R1, FLUSH, UNLESS OTHERWISE NOTED.

LINE TABLE (MEASURED)

LINE	DIRECTION	LENGTH
L1	N 89°58'41" E	14.62'
L2	S 89°58'41" W	25.38'
L3	S 89°59'46" E	14.75'
L4	N 45°00'39" W	14.14'
L5	S 90°00'00" E	10.00'
L6	N 89°48'32" E	10.00'
L7	N 89°48'32" E	14.71'
L8	N 89°59'46" W	25.25'
L9	S 00°01'19" E	11.50'
L10	S 89°48'32" W	25.29'
L15	S 00°01'19" E	3.00'
L16	N 00°01'19" W	3.00'

LINE TABLE (RECORD)

LINE	DIRECTION	LENGTH	R
L1	-------------	------	------
L2	-------------	------	------
(L3	N 89°59'49" E	14.75'	R1)
(L4	N 45°00'52" W	14.14'	R1)
(L5	EAST	10.00'	R1)
(L6	N 89°47'26" E	10.00'	CFR1)
(L7	N 89°47'26" E	14.75'	R1)

NOTE: RECORD INFORMATION FOR L8 THROUGH L16 INTENTIONALLY OMITTED AS THEY ARE CREATED PER THIS MAP.

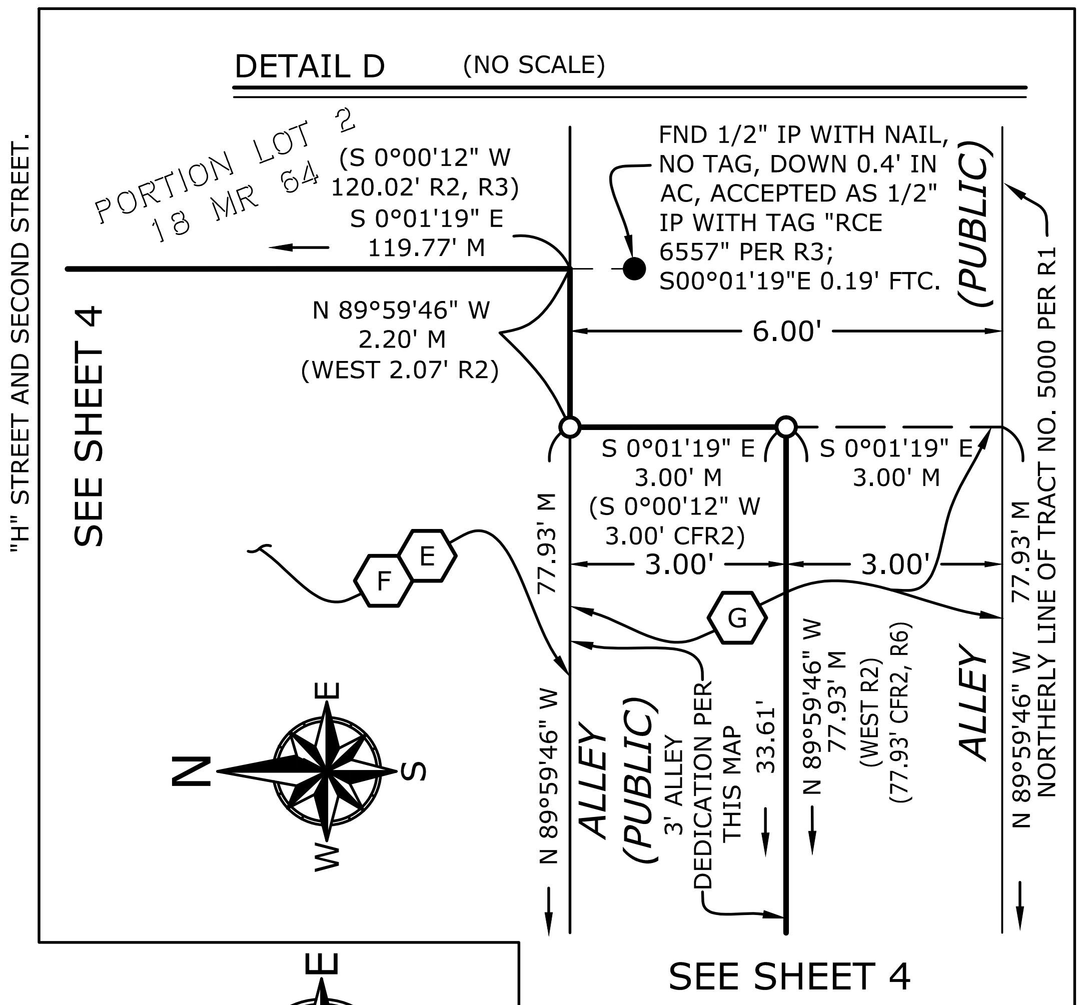
CURVE TABLE (MEASURED)

CURVE	DELTA	RADIUS	LENGTH
C1	4°53'51"	465.00'	39.75'
C2	94°56'40"	15.00'	24.86'

CURVE TABLE (RECORD)

CURVE	DELTA	RADIUS	LENGTH	R
(C1	4°54'00"	465.00'	39.77'	R5)
(C2	94°54'00"	15.00'	24.84'	R5)

DETAIL D (NO SCALE)



EXISTING EASEMENTS

A — AN EASEMENT FOR UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF TITLE INSURANCE AND TRUST COMPANY AND LEE SIEVERS AND MARGARET P. SIEVERS, PER DOCUMENT RECORDED MAY 26, 1950 AS INSTRUMENT NO. 9960 IN BOOK 934, PAGE 23 OF OFFICIAL RECORDS.

B — AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF ASSOCIATED TELEPHONE COMPANY, LTD., AND SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED JULY 26, 1950 IN BOOK 946, PAGE 274 OF OFFICIAL RECORDS.

C — AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED OCTOBER 13, 1950 IN BOOK 960, PAGE 219 OF OFFICIAL RECORDS.

D — AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF ASSOCIATED TELEPHONE COMPANY, LTD. PER DOCUMENT RECORDED OCTOBER 23, 1950 IN BOOK 961, PAGE 418 OF OFFICIAL RECORDS.

E — A 10-FOOT WIDE EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY AND ASSOCIATED TELEPHONE COMPANY, LTD. PER DOCUMENT RECORDED APRIL 18, 1951 IN BOOK 994, PAGE 386 OF OFFICIAL RECORDS.

F — A 10-FOOT WIDE EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF OXNARD PER DOCUMENT RECORDED MAY 7, 1951 IN BOOK 997, PAGE 513 OF OFFICIAL RECORDS.

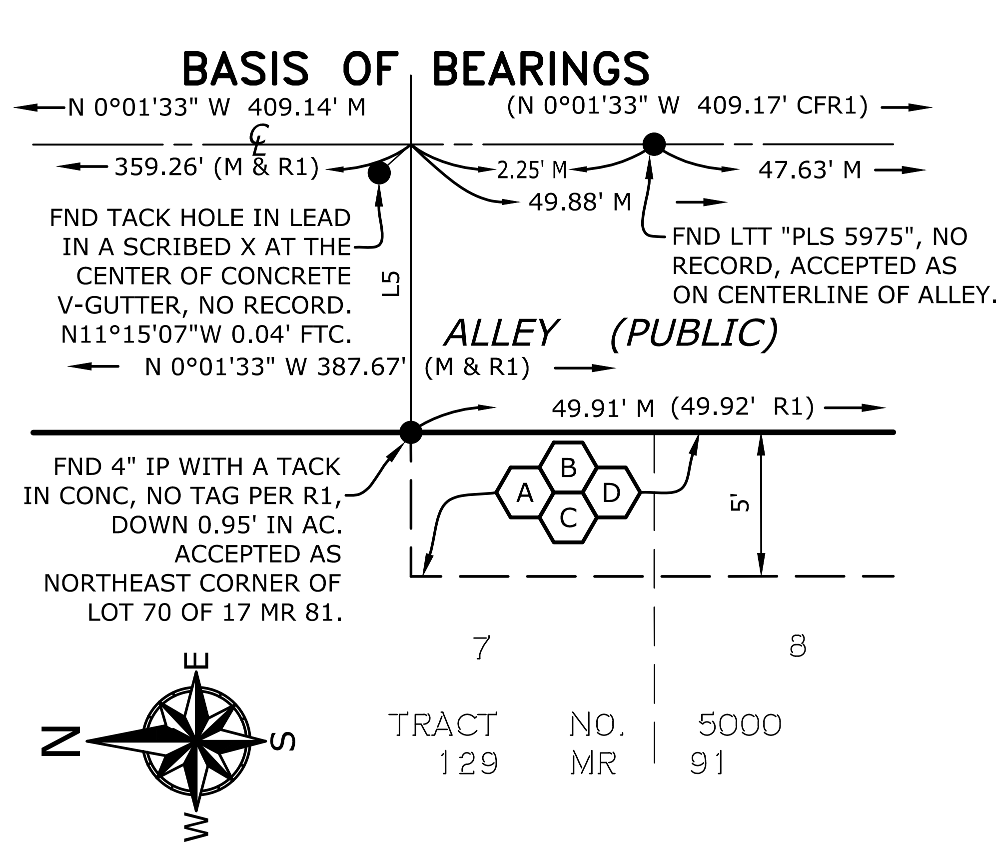
G — A 6-FOOT WIDE EASEMENT FOR SEWER LINE, TOGETHER WITH THE RIGHT TO OPERATE, MAINTAIN RELOCATE, REPAIR, REMOVE AND ENLARGE THE SAME, WITHIN THE WALKWAY AREA HEREIN VACATED AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF OXNARD RESERVED PER DOCUMENT RECORDED AUGUST 21, 1963 IN BOOK 2378, PAGE 210 OF OFFICIAL RECORDS.

AN EASEMENT FOR WATER MAINS, SANITARY SEWERS, STORM DRAINS, CONDUITS AND POLE LINES AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF OXNARD PER DOCUMENT RECORDED MARCH 11, 1977 IN BOOK 4791, PAGE 538 OF OFFICIAL RECORDS. *THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.*

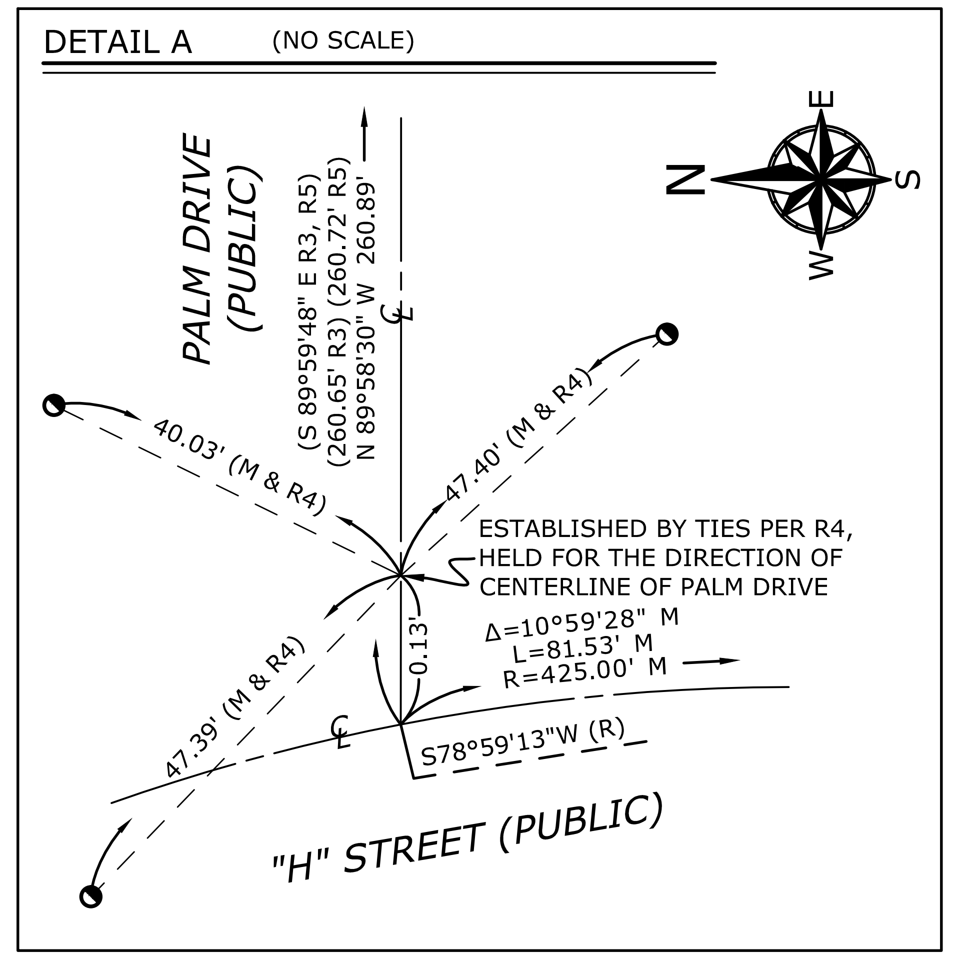
BASIS OF BEARINGS

THE BEARING OF NORTH 0°01'33" WEST ALONG THE CENTERLINE OF THE ALLEY AS SHOWN IN BOOK 129, PAGE 91 OF MISCELLANEOUS RECORDS (MAPS) WAS USED AS THE BASIS OF BEARINGS OF THIS MAP.

DETAIL C (NO SCALE)



DETAIL A (NO SCALE)



SCALE: 1"=40'

0 40 80 120

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FEBRUARY 2019

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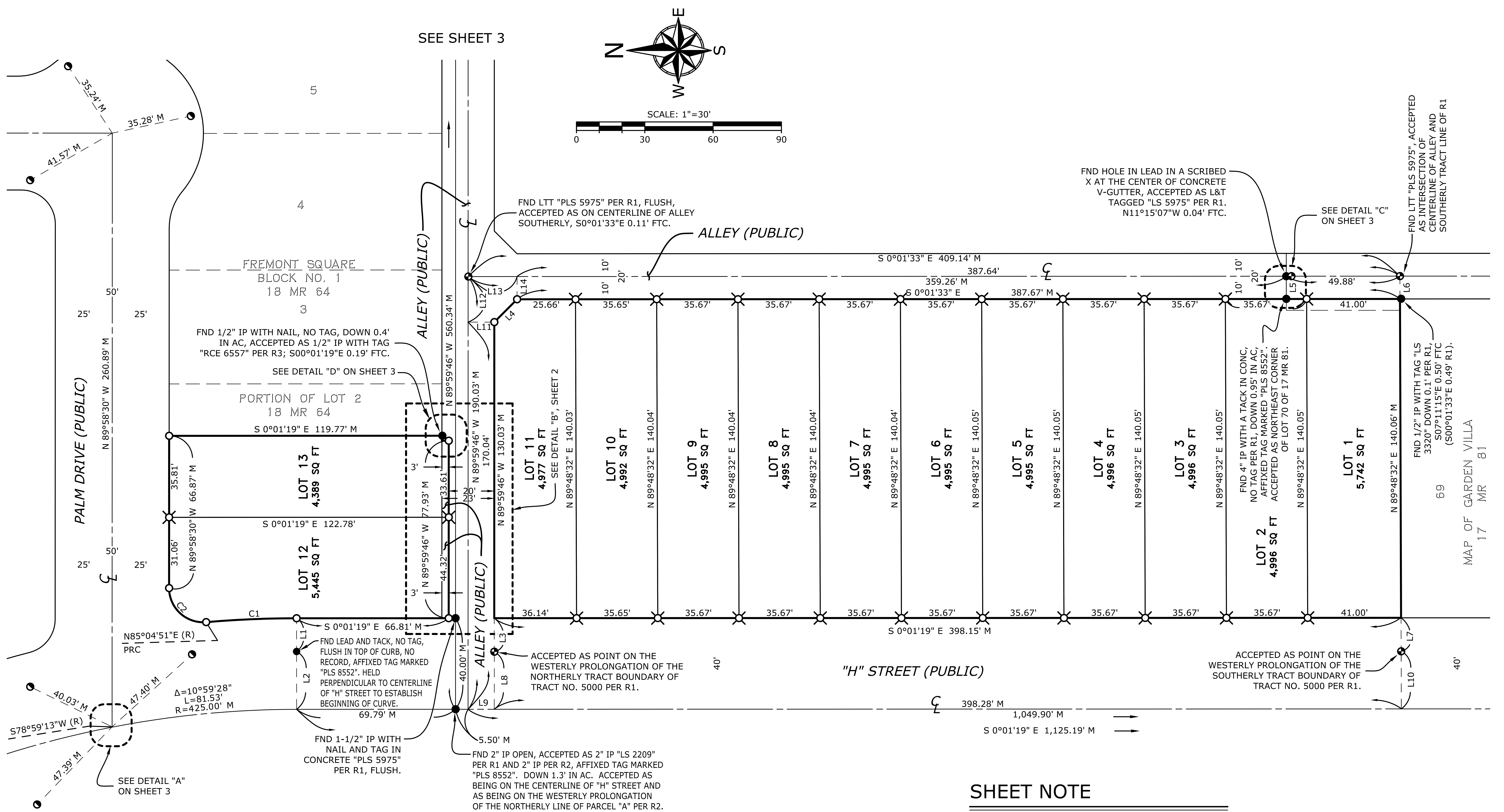
SHEET 3 OF 4 SHEETS



SHEET NOTE

SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT, EXISTING EASEMENT NOTES, RECORD INFORMATION FOR LINE AND CURVE TABLES AND BASIS OF BEARINGS.

TRACT NO. 6009

IN THE CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA

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FEBRUARY 2019

LEGEND

CF	CALCULATED FROM
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L5	S 90°00'00" E	10.00'
L6	N 89°48'32" E	10.00'
L7	N 89°48'32" E	14.71'

LINE TABLE

LINE	DIRECTION	LENGTH
L8	N 89°58'08" W	25.25'
L9	S 00°01'19" E	11.50'
L10	S 89°48'32" W	25.29'
L11	N 00°00'14" E	11.50'
L12	N 89°59'46" W	19.99'
L13	N 00°01'33" W	21.49'
L14	N 89°58'27" E	10.00'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	4°53'51"	465.00'	39.75'
C2	94°56'40"	15.00'	24.86'

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SHEET 4 OF 4 SHEETS

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4.

DATE: January 7, 2020

TO: City Council

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

SUBJECT: Notice of Completion for Auto Center Commercial Neighborhood Street Resurfacing Project PW 17-07.

RECOMMENDATION

That the City Council receive an update following a Notice of Completion for the Auto Center Commercial Neighborhood Street Resurfacing Project PW 17-07 (Project No. 183102) recorded on October 25, 2019.

BACKGROUND

On October 3, 2017, the City Council approved the Fiscal Year 2017/2018 project list for Senate Bill 1 (SB 1) Road Maintenance and Rehabilitation Account (RMRA) funding, which included $1.1 million for the Auto Center Commercial Neighborhood Street Resurfacing Project (Project) number 183102.

The location of the Project included Rose Avenue east of US 101, Auto Center Drive, Ventura Boulevard south of Rose Avenue, Collins Street south of Rose Avenue, Via Estrada, Paseo Mercado, Los Olivos and Ogden Court (see attached Project Location Map).

DISCUSSION

The Project included furnishing all necessary labor, materials, equipment and other incidentals for resurfacing of existing asphalt concrete (AC) pavement, milling, placement, and compaction of AC pavement, slurry seal, crack seal, asphalt rubber aggregate membrane cape seal, dig-out and reconstruction of failed areas, signal work, signage and striping.

The public notice inviting formal bids on the Project was advertised on May 31, 2018, and all bids were due on June 19, 2018. On July 24, 2018, Council approved Agreement No. A-8088 in the amount of $1,560,856 with Toro Enterprises, Inc. and a project contingency in the amount of $312,170.

Staff worked closely with the Auto Center Association to share the schedule, and the majority of work was completed at night to avoid disruption to businesses. Staff also coordinated with Southern California Gas Company (So. Cal. Gas) who was concurrently installing gas lines on Auto Center Drive and Paseo Mercado for the Gold Coast Transit District Operations and Maintenance Facility.

Construction on this project began on September 17, 2018 and was completed on July 31, 2019.

STRATEGIC PRIORITIES

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

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

FINANCIAL IMPACT

The final project contract cost was $1,580,105.72. Three change orders were issued subtotalling $12,810.56. Of these, So. Cal. Gas reimbursed the City $9,520.00 for mobilization costs incurred as a result of their project. These funds were added to the project account, resulting in a total change order amount of $3,290.56.

COMMITTEE OUTCOME

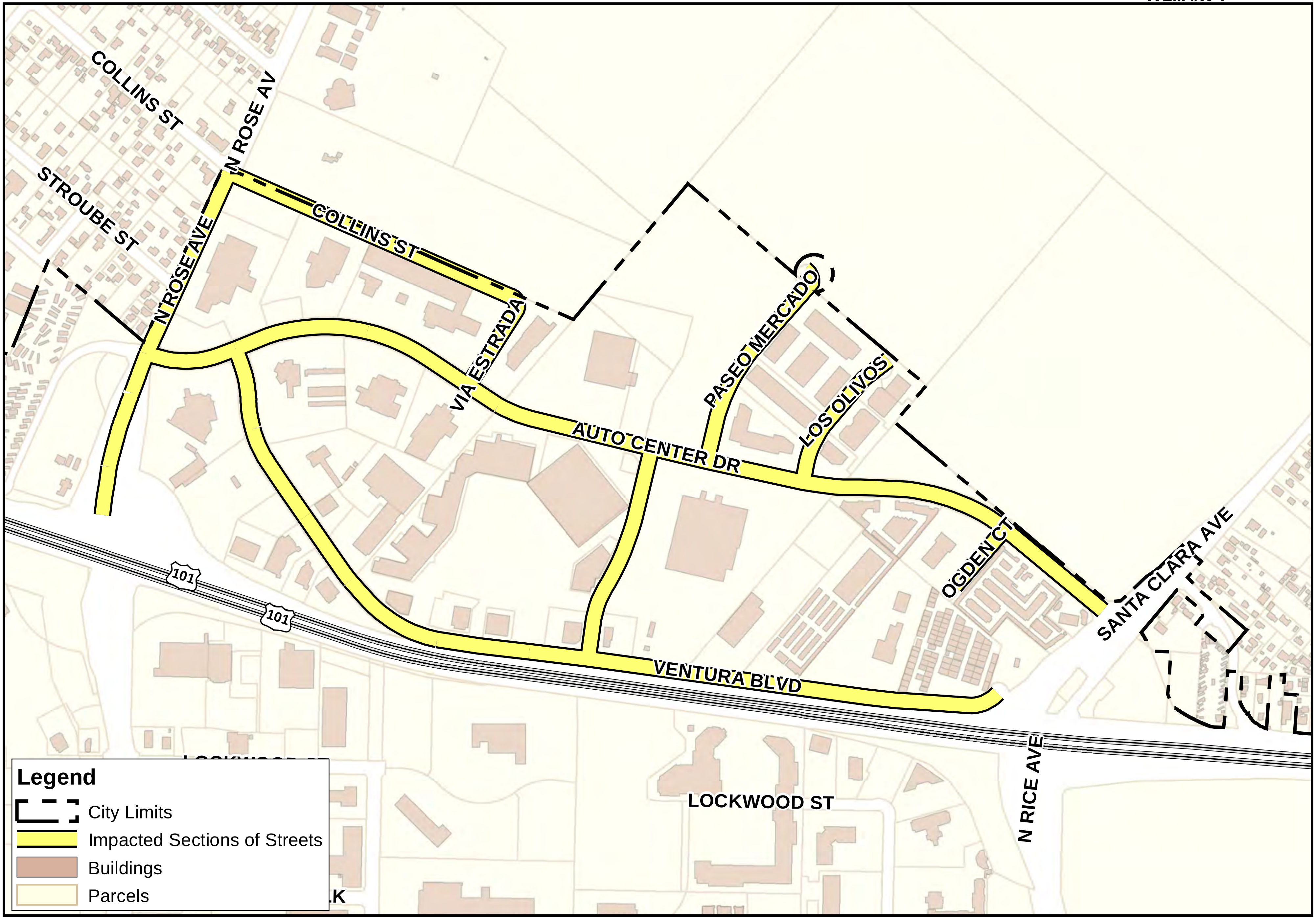
This item did not originate in committee.

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. Project Location Map
2. Recorded Notice of Completion
3. Before and After Photographs

AUTO CENTER COMMERCIAL STREET RESURFACING PROJECT



500 0 500 1,000 Feet

Created by:
CITY OF OXNARD CALIFORNIA
Geographic Information Systems Division
June 2018

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

N

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

RECORDING REQUESTED BY

CITY OF OXNARD

WHEN RECORDED, MAIL TO:
Renee Hatcher, Public Works Construction Project Coordinator
305 W. 3rd Street, East Wing, 3rd Floor
OXNARD, CA. 93030

ITEM #K-4

20191025-00131423-0 1/1
Ventura County Clerk and Recorder
MARK A. LUNN
10/25/2019 04:23:27 PM
1535098 $.00 HE

REQUEST RECORDING WITHOUT FEE. RECORD FOR THE BENEFIT OF THE CITY OF OXNARD PURSUANT TO SEC. 27383 OF THE GOVERNMENT CODE.

NOTICE OF COMPLETION OF CONTRACT

CERTIFICATION BY PROGRAM PROJECT MANAGER

I hereby certify that the work called for in Contract No. A-8088 dated July 24, 2018 has been completed in accordance with City Standards and Specifications.

DATED: 10/24/19

D. McLeary
DEBBIE O'LEARY, TRANSPORTATION PLANNER

NOTICE OF COMPLETION OF CONTRACT

In accordance with Civil Code Section 3093, NOTICE IS HEREBY GIVEN that the City of Oxnard, 305 W. 3rd Street, Oxnard, CA 93030, as owner in fee with all interest and rights for contract, has caused the following work of improvement to be constructed.

CONTRACT NO. A-8088 DATED July 24, 2018 FOR Auto Center Commercial Neighborhood Street Resurfacing Project LOCATED AT Auto Center Commercial Neighborhood IN CONFORMANCE WITH PROJECT SPECIFICATION NO. PW 17-07 said work was completed on July 31, 2019 by:

Toro Enterprises — 2101 E. Ventura Blvd, Oxnard, CA 93036
Contractor — Address

The Travelers Casualty and Surety Company of America is surety under a Public Contract Bond. California Bond No. 106904952 for the obligation of said contractor to the City under said contract. Total Contract Dollar Amount, including Change Orders $1,580,105.72.

Said bond is on file in the Office of the City Clerk.

10/25/19
DATE

T. A. Arnaout
TATIANA ARNAOUT, CITY ENGINEER
FOR CITY OF OXNARD

> A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
ss
COUNTY OF VENTURA)

Subscribed and sworn to (or affirmed) before me on this 25th day of October, 2019, by Tatiana Arnaout, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

SEAL

ROSA I. SOLIS
Notary Public - California
Ventura County
Commission # 2245443
My Comm. Expires Jul 6, 2022

ITEM #K-4


OXNARD
AUTO CENTER
TEAM
NISSAN
NEXT EXIT


OXNARD
AUTO CENTER

ITEM #K-4


DCH Audi Oxnard
JENSEN
DCH
HYUNDAI
BIG
INVENTORY
HYUNDAI
BIG
SAVINGS
HYUNDAI
BIG
INVENTORY

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5.

DATE: January 7, 2020

TO: City Council

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

SUBJECT: Award Contract A-8187 for On-Call Sidewalk Grinding to BPR, Inc.

RECOMMENDATION

That the City Council award and authorize the Mayor to execute Agreement A-8187 in an amount not to exceed $800,000 with BPR, Inc., for a three-year, on-call sidewalk, and curb and gutter grinding services contract. The $500,000 portion of this project will be used in the Streets Division and $300,000 allocated to the Special Districts Division. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

The City of Oxnard has approximately 650 miles of sidewalks and 644 miles of curb and gutters. The purpose of the grinding program is to systematically identify and remove any vertical sidewalk displacements (lift). There are many things that cause varying degrees of lift such as age, poor construction, deferred maintenance and tree and vegetation roots. Sidewalk repairs are made on a neighborhood by neighborhood basis. If required, the City will either ramp or grind lifted sidewalk panels. The severity of the issue varies throughout the City.

Sidewalk grinding is the most common and cost effective method to correct lifted sidewalks. Grinding is less expensive than removal and replacement of concrete and can extend the life of sidewalks that otherwise might be prematurely replaced. Grinding can resolve vertical lifts between a 1/4 inch to 2 inches, and approximately 80 percent of all of the City's sidewalk lifts fall within that range. Lifts exceeding 2 inches must usually be resolved by replacing sidewalk panels along with the cause of the lift, such as tree roots.

DISCUSSION

At the end of 2017, the Streets Division implemented a concrete grinding program to preserve and improve City infrastructure. Currently, the Streets Division has a backlog of approximately 350 locations and Special Districts. This contract will assist to address the backlogs as well as the other areas identified by Streets and Special Districts staff.

On August 15, 2019, the City issued a Request for Proposal for a three year on-call sidewalk, curb and gutter grinding service. Only one bid was received from BPR, Inc. Therefore, staff rebid the project on September 5, 2019, in an effort to obtain more bids. All bids were due on September 23, 2019, and the following bids were received:

Item Description	Unit of Measure	BPR,Inc	Precision Concrete Cutting
Sidewalk Grinding	Per Location	$24.50	$74.00
Curb and Gutter Grinding	Per Linear Foot	$9.75	$34.50
Spandrel Grinding	Per Linear Foot	$3.90	$17.50
	Totals:	$38.15	$126.00

The lowest bidder is BPR, Inc., and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from BPR, Inc. Staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that either contractor is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. BPR has completed these services under a prior contract and staff found their work to be thorough and professional. Thus, staff recommends that the contract for this Project be awarded to BPR, Inc. for an amount not to exceed $800,000 with $500,000 specifically assigned to the Streets Division and $300,000 to Special Districts to address needs within special assessment districts. The three (3) year on-call agreement for concrete grinding services will be requested through Public Works Task Orders. Contractor will supply monthly reports identifying completed grind locations and photographs of locations where additional work is needed.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by the City Council on May 17, 2016.

FINANCIAL IMPACT

The $500,000 Streets Division portion of this project will be supported through Measure O - Half Cent Sales Tax funding (Fund 104). There is sufficient funding available in Fiscal Year 2019-20 in the Alley & Roadway Repair project (Account 104-5704-803.82-09, Project MO3102) to cover the estimated current fiscal year cost of $120,000. The estimated annual cost of $190,000 for each of Fiscal Years 2020-21 and 2021-22 will be included in the respective budget of the fiscal year.

Funding sources for the $300,000 allocated to the Special Districts Division shall be determined by task order dependent upon the services identified. The department/project manager will ensure sufficient funding of tasks prior to initiating task orders or incurring services. Funding will be used in the amount of $100,000 per fiscal year for the duration of the three year contract based on available funds.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on December 10, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. A-8187 BRP, Inc.
2. PW 20-01R ON CALL SIDEWALK GRINDING ETC PROJECT BID TABULATION (1) (3)
3. BPR Bid Package PW 20-01R (1)

CITY OF OXNARD CONTRACT FOR
THE ON-CALL SIDEWALK, CURB AND GUTTER AND SPANDREL GRINDING SERVICES PROJECT (REBID) SPECIFICATION NO. PW 20-01R

THIS CONTRACT (“Contract”) is made and entered this ______ day of _____________, 20___ (“Effective Date”), by and between the CITY OF OXNARD, a California municipal corporation (“City”) and BPR, INC., (“Contractor”). Contractor’s license number is 944272.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as The On-Call Sidewalk, Curb and Gutter and Spandrel Grinding Services Project (Rebid) Specification No. PW 20-01R (“Project”), as described in this Contract and in the Contract Documents, throughout the Contract Term.

3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid, which in any case shall not exceed five hundred thousand dollars ($500,000) for Public Works and three hundred thousand dollars ($300,000) for Special Districts.

Under no circumstances may any Work be done for one department or division utilizing another department or division’s funding. It is Contractor’s responsibility to keep the departments and divisions’ funds separate and to monitor each department or division’s balance to ensure Work for a department or division does not exceed its funding. Each invoice must list the department or division for which that Task Order was issued.

4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.

5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

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

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

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

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

[signatures on following page]

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

CITY OF OXNARD **BPR, INC.**

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ [name] , Buyer

Brian Rifley, President and [2] Secretary Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

[2] The City requires the following for any contract:

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

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

Exhibit INS-D
INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITHOUT BUILDER'S RISK REQUIREMENT)

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $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 location or shall be twice the occurrence amount;

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

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

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

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

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

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D 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 <u>and</u> CG 2037).**

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

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

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

9/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

Agreement No.: A-8187

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 [x] 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; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage $1,000,000 Each consultant/ $500,000 & listed sub-consultant

SAMPLE

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.________
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL _30_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

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
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date ____________
☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ ____________ ☐ ____________		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:____
Address:

Telephone: ( )

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.________
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ ____

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

Signature ______________________________
(original signature required)

Telephone: ( ) Date Signed ________________

Rev. 9/19 INS-D

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.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.______
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____________

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

Signature ____________
(original signature required)

Telephone: ( ) Date Signed ____________

Bond No. __________

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _________
____
____("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as The On-Call Sidewalk, Curb and Gutter and Spandrel Grinding Services Project (Rebid) Specification No. PW 20-01R (the "Project").

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

NOW, THEREFORE, we, the undersigned Principal, and ______________________________
____
____
(Name and address of Surety)

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

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

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: ______________________________

"Principal"	"Surety"
____________________________________	____________________________________
____________________________________	____________________________________
By: ________________________________	By: ________________________________
Its: ___________________________	Its: ___________________________
By: ________________________________	By: ________________________________
Its: ___________________________	Its: ___________________________
(Seal)	*(Seal)*

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

Bond No. __________

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to ______________________________
____
____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as The On-Call Sidewalk, Curb and Gutter and Spandrel Grinding Services Project (Rebid) Specification No. PW 20-01R (the "Project").

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

NOW, THEREFORE, we, the undersigned Principal, and _______________________________
____
____,
(Name and address of Surety)

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

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this

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

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

Dated: ______________________________

"Principal"	"Surety"
______________________________	______________________________
______________________________	______________________________
By: ______________________________	By: ______________________________
Its: ___________________________	Its: ___________________________
By: ______________________________	By: ______________________________
Its: ___________________________	Its: ___________________________
(Seal)	*(Seal)*

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

CITY OF OXNARD
BID SHEETS FOR THE ON-CALL SIDEWALK, CURB AND GUTTER AND SPANDREL GRINDING SERVICES PROJECT (REBID)
SPECIFICATION NO. PW 20-01R

Bidder's Name: BPR, INC. ~~461 LAS PALOMAS DRIVE~~ PORT HUENEME, CA 93041

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	UNIT	DESCRIPTION	EVALUATION QUANTITY	CONTRACT UNIT PRICE
1.	Per location as defined in the Special Provisions	Sidewalk Grinding	1 location	$ 24.50
2.	Per Linear Foot	Curb and Gutter Grinding	1 LF	$ 9.75
3.	Per Linear Foot	Spandrel Grinding	1 LF	$ 3.90
TOTAL OF ALL CONTRACT UNIT PRICES (BID PRICE):				$ 38.15

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: $ 38.15

BID PRICE IN WORDS: Thirty Eight dollars fifteen Cents

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	9/16/18	#03	
#02		#04	

Bidder's Name (Company): BPR, Inc

Signature: [signature] Title: President

Print: Pat Rifley Date: 9/18/19

B 4

This is a tabulation of bid results not an offer of award or contract. The City reserves the right to reject all bids.

ON CALL SIDEWALK CURB AND GUTTER AND SPANDREL GRINDING SERVICES PROJECT (Rebid) PW 20-01R

Owner: City of Oxnard

Bid Opening: 9/23/19

				PBR, Inc.	Precision Concrete Cutting
				461 Las Palomas Drive Port Hueneme, CA 93041	5737 Kanan Road, #718 Agoura Hills, CA 91301
				#1	**#2**
Item #	***Item Description***	***Unit of Measure***	***Quantity***	***Unit Price***	***Unit Price***
1	Sidewalk Grinding	Per location as defined in the special provisions	1	$24.50	$74.00
2	Curb and Gutter Grinding	LF	1	$9.75	$34.50
3	Spandrel Grinding	LF	1	$3.90	$17.50
			Submitted Amount	$38.15	$126.00
			Verified Amount	$38.15	$126.00
			Subcontractors List	None	None

BID PACKET

FOR

THE ON-CALL SIDEWALK, CURB AND GUTTER AND SPANDREL GRINDING SERVICES PROJECT (REBID)

SPECIFICATION NO. PW 20-01R

Submitted by: BPR, INC. 461 LAS PALOMAS DRIVE PORT HUENEME, CA 93041

Contractor's Name: ______

Address: ______

City: ______ State: ______ Zip Code: ______

Contact Person: Pat Rifley Phone: 805 290 5543

Email: pat@bpr1.com Date: 9/17/19

B 1

BID FOR THE ON-CALL SIDEWALK, CURB AND GUTTER AND SPANDREL GRINDING SERVICES PROJECT (REBID) SPECIFICATION NO. PW 20-01R

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and any other information provided regarding The On-Call Sidewalk, Curb and Gutter and Spandrel Grinding Services Project (Rebid) No. Specification No. PW 20-01R ("Project") and is satisfied as to the conditions, character, quality and quantities of Work to be performed, and the materials to be furnished.
2. The Bid includes all taxes, fees and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.
3. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated, to the greatest extent possible, the surface, subsurface and other conditions affecting the Work, including also the possible groundwater conditions, transportation, the disposal, handling and storage of materials, and the possible availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of any Task site or of the Contract Documents' requirements.
2. Accompanying this Bid is a permissible form of Bid security in an amount equal to at least ten percent (10%) of the Contract Amount (NOT Bid price). The Bid security is given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, provide evidence of all required insurance, provide a copy of its City business license and furnish the Performance and Payment Bonds (as well as a photocopy of each Bond)—each in the amount of one hundred percent (100%) of the Contract Price—within fourteen (14) Calendar Days of the date of delivery of the Contract to the Bidder. If the Bidder refuses or fails to do so, the City may award the Contract to the next lowest responsible Bidder, and this Bid security may be forfeited to the City as permitted by law.
3. In the event the Contract is awarded to the Bidder, the Bidder shall execute the Contract to perform all Tasks comprising the Project in accordance with the Contract Documents. Should the undersigned be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of its City business license, insurance and Bonds (plus photocopies) within fourteen (14) Calendar Days after the Contract award, then the Bid Bond, cash, cashier's check or certified check shall be forfeited to the City to the extent permitted by law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/18/19 [date], at Ventura [city], California [state].

BPR, INC.
461 LAS PALOMAS DRIVE
PORT HUENEME, CA 93041

Bidder's Name (Company):

Signature: [signature] Title: President

Print: Pat Ritley Date: 9/18/19

CITY OF OXNARD
BID SHEETS FOR THE ON-CALL SIDEWALK, CURB AND GUTTER AND SPANDREL GRINDING SERVICES PROJECT (REBID)
SPECIFICATION NO. PW 20-01R

Bidder's Name: **BPR, INC.** ~~461 LAS PALOMAS DRIVE~~ PORT HUENEME, CA 93041

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	UNIT	DESCRIPTION	EVALUATION QUANTITY	CONTRACT UNIT PRICE
1.	Per location as defined in the Special Provisions	Sidewalk Grinding	1 location	$ 24.50
2.	Per Linear Foot	Curb and Gutter Grinding	1 LF	$ 9.75
3.	Per Linear Foot	Spandrel Grinding	1 LF	$ 3.90
TOTAL OF ALL CONTRACT UNIT PRICES (BID PRICE):				$ 38.15

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: $ 38.15

BID PRICE IN WORDS: Thirty Eight dollars fifteen Cents

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	9/16/19	#03	
#02		#04	

Bidder's Name (Company): BPR, Inc

Signature: [signature] Title: President

Print: Pat Rifley Date: 9/18/19

Public Works Department
305 West Third Street, East Wing, Third Floor
Oxnard, California 93030
Tel 805.385.8280

September 16, 2019

ADDENDUM NO. 1

ON-CALL SIDEWALK, CURB AND GUTTER AND SPANDREL GRINDING SERVICES PROJECT (REBID)
SPECIFICATION NO. PW 20-01R

SCHEDULED BID OPENING DATE: September 23, 2019

TO ALL BIDDERS OF RECORD:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification. This addendum consists of this one (1) page and forms a part of the bid documents as follows:

1. **Bid Due Date:** The dates that Bids are due has been changed. The due date is now on **September 23, 2019**.

2. **Contract Term:** The Contract term has been changed. The term shall be for a **three (3) year** period.

3. **Contract Amount:** The Contract amount has been changed. The Contract amount shall be **$500,000 for Public Works and $300,000 for Special Districts**.

Addendum No. 1 Received:

Date: 9/18/19

BPR, Inc
Contractor's Name

461 Las Palomas Dr
Address

Authorized Signature

Port Hueneme Ca 93041
City State Zip Code

Pat Rifley President
Name and Title

805 290 5548
Telephone Number, Including Area Code

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary. Do not leave any question blank. If the question does not apply, write "N/A."

(1) Bidder's Name: BPR, Inc

(2) If the Bidder's name is a fictitious name, what is the full name of the registered owner?

____

* If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement with your submitted Bid.

(3) Business Address: BPR, INC.
461 LAS PALOMAS DRIVE
PORT HUENEME, CA 93041

Phone 1: 805 290 5548 Phone 2: ________

Email: pat@bpr1.com

(4) Type of Firm (Partnership, LLC, Corporation, S-Corp, etc.): S-Corp

Organized under the laws of the State of: California

(5) California State Contractor's License Number and Class: 944272 C-61

Original Date Issued: 2009 Expiration Date: 2020

(6) DIR Contractor Registration Number: 1000003048

(7) Does the Bidder have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project, and is this experience in actual operation of the Bidder with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work? Circle one: YES NO

(8) List the names, titles, addresses and phone numbers of all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid:

Pat Rifley 805 290 5548

(9) List all current and prior aliases, and provide all filed fictitious business names ("doing business as"), for any principal having interest in this Bid:

____

B 5

(10) List the dates of any voluntary and involuntary bankruptcy judgments against any principal having an interest in this Bid:

N/A

(11) For all arbitrations, lawsuits, settlements and the like (in/out of court) that the Bidder or any principal with an interest in this Bid has been involved with in the past five (5) years:

a. List the names, addresses and phone numbers of the parties' contact persons:

N/A

b. Briefly summarize the parties' claims and defenses:

c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

(12) If the Bidder or any principal having an interest in this Bid has ever had a contract terminated by the owner or agency, explain below:

N/A

(13) If the Bidder or any principal having an interest in this Bid ever failed to complete a project, explain below:

N/A

(14) If the Bidder or any principal having an interest in this Bid has ever been terminated for cause, even if it was converted to a "termination of convenience," explain below:

N/A

For the final questions, the word "you" and "your" shall refer to the Bidder and all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid.

(15) For projects that the Bidder or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

a. By you against the owner? Circle one: Yes No

b. By the owner against you? Circle one: Yes No

c. By any agency or individual for labor compliance? Circle one: Yes No

d. By Subcontractors? Circle one: Yes No

e. Are any such claims/actions unresolved/outstanding? Circle one: Yes No

If your answer is "yes" to any part or parts of this question, explain.

____

____

(16) List the last three (3) projects, if any, you have worked on or are currently working on for the City of Oxnard:

1. Sidewalk Grinding 2018 - 2019

2. ____________________

3. ____________________

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience or other additional information.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided in this Questionnaire Form is true and correct.

Signature: B— R. Title: President Date: 9/18/19

This Questionnaire Form must be notarized below.

State of California)

County of ____________________________) ss

City of ________________________________)

On _________________________ before me, ______________________________________

(insert name and title of the officer) personally appeared ________________________________,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature SEE ATACHED

(Seal)

A notary public or other officer completing this Certificate verifies only the identity of the Individual who signed the document to which this Certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

County of VENTURA

On 9·18·2019 before me, DONALD W GRANT NOTARY PUBLIC
(here insert name and title of officer)

personally appeared PAT RIFLEY

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/the~~y executed the same in his/~~her/the~~ir authorized capacity(~~ies~~), and that by his/~~her/the~~ir signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DONALD W. GRANT
COMM. # 2132263
NOTARY PUBLIC-CALIFORNIA
VENTURA COUNTY
My Commission Expires NOVEMBER 27, 2019

Signature ____________

(Seal)

REFERENCES FORM

For all like work that the Bidder is currently working on or has worked on for public agencies in the past two (2) years, provide the information requested below. If all of this information does not fit on this page, attach another page listing all information for all other work. You may, but are not obligated to, attach a separate page to explain why a final contract amount differed from an original contract amount (e.g., change orders, extra work, or other circumstances) or if you or the agency filed any claims against each other and the substance and outcome of those claims.

Project 1 Description: See Attached

Construction Dates From: ____________ To: ____________

Agency Name: ____________

Project Manager: ____________ Telephone: ____________

Original Contract Amount: $____________ Final Contract Amount: $____________

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

Project 2 Description: ____________

Construction Dates From: ____________ To: ____________

Agency Name: ____________

Project Manager: ____________ Telephone: ____________

Original Contract Amount: $____________ Final Contract Amount: $____________

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

Project 3 Description: ______________________

Construction Dates From: ______________ To: ______________

Agency Name: ______________________

Project Manager: ______________ Telephone: ______________

Original Contract Amount: $______________ Final Contract Amount: $______________

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

I hereby give my permission to the City of Oxnard and its officers, employees and agents to contact references of the Bidder and its officers, managers, members, general partners, limited partners and other owners (collectively, the "Owners") and to request information from other agencies in which the Bidder and/or its Owners have worked. This permission includes the City reviewing any criminal records of the Owners and obtaining public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, or outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims the Bidder and its Owners, employees and agents may have against the City, its officers, employees and agents, as well as any agency providing feedback or the mentioned records, and those agencies' officers, employees and agents, regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph.

Bidder's Name: BPR, Inc.

Signature: [signature] Title: President Date: 9/18/19

BPR INC
The leader in trip hazard saw cutting

References

City of Ventura
Ventura, Ca
Chuck Dean
(805) 701-1716
Ongoing Citywide Trip Hazard Repair

City of Santee
Santee, Ca
Victor Michelle
(619) 572-6949
Citywide Trip Hazard repair

City of Camarillo
601 Carmen Dr
Camarillo, Ca 93010
Tony Sota
805-823-3965
Citywide Sidewalk Grinding

City of Santa Ana
20 Civic Center Plaza
Santa Ana, Ca 92701
Kim McPeck
(714) 745-4185
Project: Removal of Sidewalk Trip Hazards

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will likely perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, will likely specially fabricate and install a portion of the Work or improvement according to detailed drawings contained in the Plans, Specifications and Task Orders. If all Subcontractors do not fit on this page, photocopy it and attach that additional page or those additional pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work on any Task. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Highest Possible Percentage of Work (e.g., 10%)‡
N/A					

Bidder's Name: ______________________ Signature: ______________________ Title: __________ Date: _____

‡ If Subcontractor X may perform 4% of one item on the Bid Sheets, 6% of another item and 9% of a third item, list only 9%. This percentage shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

INDUSTRIAL SAFETY RECORD FORM

This Industrial Safety Record Form must include all construction work undertaken in California by the undersigned and any partnership, joint venture corporation or s-corporation that any principal of the undersigned participated in as a principal or owner for the listed years. Separate information must be submitted for each such partnership, joint venture, or corporate or individual. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Industrial Safety Record Form. An explanation of the circumstances surrounding any and all fatalities must be attached.

	2019 (so far)	2018	2017	2016	2015	2014	Total
Number of contracts	10	11	9	16	12	10	62
Total dollar amount of contracts (in thousands)	500,000	600,000	475,000	550,000	750,000	500,000	3,375,000
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	0	0	0	0	0
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Bidder's Name: BPR, Inc.

Signature: [signature] Title: President Date: 9/18/19

B 12

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declare(s):

I/we am/are the President of BPR, Inc, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, LLC, corporation or s-corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted its, Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, s-corporation, LLC, partnership, company, association, organization, Bid depository, or to any member or agent thereof, or to any individual, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person(s) executing this declaration on behalf of the Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/18/19 [date], at Ventura [city], California [state].

Bidder's Name: BPR, Inc

Signature: [signature] Title: President Date: 9/18/19

This Noncollusion Declaration must be notarized on the following page.

(Continuation of Noncollusion Declaration)

State of California)

County of ________________________) ss

City of ________________________________)

On ________________________ before me,

_________________________________ (insert name and title of the officer)

personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _________SEE ATACHED

(Seal)

A notary public or other officer completing this Certificate verifies only the identity of the individual who signed the document to which this Certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

County of VENTURA

On 9·18·2019 before me, DONALD W GRANT NOTARY PUBLIC

(here insert name and title of officer)

personally appeared PAT RIFLEY

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/the~~y executed the same in his/~~her/the~~ir authorized capacity(~~ies~~), and that by his/~~her/the~~ir signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

DONALD W. GRANT
COMM. # 2132263
NOTARY PUBLIC-CALIFORNIA
VENTURA COUNTY
My Commission Expires NOVEMBER 27, 2019

(Seal)

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6.

DATE: January 7, 2020

TO: City Council

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

SUBJECT: Agreement A-8191 for Tree Maintenance Services PW 20-22.

RECOMMENDATION

That City Council:
1. Award and authorize the Mayor to execute Agreement No. 8191 with Brightview Tree Service, Inc. for a five (5) year term for an amount not to exceed $2,700,000, for tree maintenance services; and
2. Authorize a Budget Appropriation in the amount of $180,000 from Special Districts: LMDs 23, 25, 33, 34, 40, 47, 52, 53, and CFD 2.
(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Public Works Department is responsible for 56,000 trees in parkways, medians and parks within the City of Oxnard. With limited employees to trim and maintain trees, an agreement is needed to assist with the maintenance and to provide tree services throughout the City.

DISCUSSION

Tree maintenance is an important element of Public Works Department (Public Works) operations in order to help ensure the safety of the public on City streets, parks, medians and parkways. The scope of services in the agreement include tree trimming, aesthetic pruning, palm tree trimming, tree removal, planting new trees, emergency response and tree inventory updates. During FY19-20 Public Works will implement a schedule for grid tree trimming throughout the City to establish an annual maintenance schedule. Public Works has budgeted $250,000 in FY19-20 for the tree maintenance for parks, medians and parkways. A budget appropriation is being requested for Special Districts in the amount of $180,000 to address concerns above and beyond already budgeted funding within the FY19-20 Special Districts Budget.

District	Account	Amount
LMD 23 Greystone	143-1606-805-8229	$2,000
LMD 25 The Pointe	145-1606-805-8229	$6,000
LMD 33 El Paseo	154-1606-805-8229	$20,000
LMD 34 Sunrise/Sunset	156-1606-805-8229	$20,000
LMD 40 Cantada	162-1606-805-8229	$20,000
LMD 47 Sycamore Place	170-8004-899-8229	$30,000
LMD 52 Wingfield	170-8009-899-8229	$30,000
LMD 53 Huff Court	170-8010-899-8229	$2,000

CFD 2 Westport	175-1606-805-8229	$50,000
	Total	$180,000

In total, Special Districts anticipates spending approximately $650,000 per fiscal year on tree maintenance within the Districts.

Lowest Responsive Bid

The notice inviting formal bids (NIFB) on the Project was published on September 19, 2019, and all bids were due on October 7, 2019. The bid requested rates and costs on a variety of services for the purpose of evaluation and these rates will be utilized in the final agreement. The City received the two bids listed below based on the requested rates and costs (as more fully detailed in the attached Bid Tabulation) and the lowest bidder was determined by the total of those rates.

BrightView Tree Care Services, Inc.: $ 7,270.00
West Coast Arborists, Inc.: $10,327.00

The lowest bidder is BrightView Tree Care Services, Inc. and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from BrightView. Staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that either the contractor or its subcontractor is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, staff recommends that the City Council award the contract for this Project to BrightView Tree Care Services, Inc.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The total anticipated Fiscal Year 2019-20 expense is $900,000. There is sufficient Fiscal Year 2019-20 budget available to fund $150,000 from the General Fund (Account 101-5705-805.82-09) and a total of $100,000 from Project MO5712 - Tree Mortality Event ($75,000 from Fund 219-State/Local Multi-Year Grant and $25,000 from Fund 104-Measure O-Half Cent Sales Tax). The remaining Fiscal Year 2019-20 amount of $650,000 will be funded through Special Districts from various funds to be determined by task order. The department/project manager will ensure sufficient funding for related tasks prior to initiating task orders or incurring services. Approval of the recommendation will appropriate $180,000 in Fiscal Year 2019-20 from various special districts. The total contract for five years is not to exceed $2,700,000. Future fiscal years task order activity through the term of the contract will be dependent upon the approved budget (in Fiscal Years 20-21, 21-22, 22-23, 23-24 and 24-25).

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on December 10, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. A-8191 Brightview PW 20-22
2. BA Tree Maintenance
3. Bid Tabulation PW 20-22

CITY OF OXNARD CONTRACT FOR
THE ON-CALL TREE MAINTENANCE SERVICES PROJECT
SPECIFICATION NO. PW 20-22

THIS CONTRACT ("Contract") is made and entered this ______ day of _____________, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and BRIGHTVIEW TREE CARE SERVICES, INC. ("Contractor"). Contractor's license number is 863659.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as the On-Call Tree Maintenance Services Project Specification No. PW 20-22 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Special Provisions are attached hereto as Exhibit A and are incorporated herein by this reference.

3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid, attached hereto as Exhibit B and incorporated herein by this reference, which in any case shall not exceed two million dollars ($2,000,000) for Special Districts and seven hundred thousand dollars ($700,000) for Facilities Department.

Under no circumstances may any Work be done for one department or division utilizing another department or division's funding. It is Contractor's responsibility to keep the departments and divisions' funds separate and to monitor each department or division's balance to ensure Work for a department or division does not exceed its funding. Each invoice must list the department or division for which that Task Order was issued.

4. Contract Term. The Contract Term shall begin on the Effective Date and end five (5) years thereafter, unless sooner terminated pursuant to the Contract Documents.

5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time Bid submission.

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

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

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

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

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

[signatures on following page]

79
2

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

CITY OF OXNARD

inser

☐ Tim Flynn, Mayor[a] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ [name] , Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

BRIGHTVIEW TREE CARE SERVICES, INC.

John Feenan, CFO[b] Date

Frank Annino, Senior Vice President Date

[a] 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.

[b] The City requires the following for any contract:

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

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

Exhibit INS-C

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITH BUILDER'S RISK REQUIREMENT)

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

2.1 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 location or shall be twice the occurrence amount;

2.2 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;"

2.3 If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

2.4 Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-C.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 [x] 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; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000 Course of Construction Completed Value of Project

SAMPLE

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

CERTIFICATE HOLDER **CITY OF OXNARD** **Attn: Insurance Compliance** **Reference No._______** **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email: cityofoxnard@ebix.com** **Via Fax: 678-259-1007**	**CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL _30_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

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		
☐ ____________		
☐ ____________		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: ____________
Address: ____________
Telephone: ( ) ____________

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.________
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ ____________

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

Signature ____________
(original signature required)

Telephone: ( ) Date Signed ____________

Rev. 10/19 INS-C.doc

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.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.________
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____________

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

Signature ____________

(original signature required)

Telephone: (   )   Date Signed ____________

Bond No. __________

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _________
____
____("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as the On-Call Tree Maintenance Services Project Specification No. PW 20-22 (the "Project").

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

NOW, THEREFORE, we, the undersigned Principal, and ________________________________
____
____
(Name and address of Surety)

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

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

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: ______________________________

"Principal"	"Surety"
____________________________________	____________________________________
____________________________________	____________________________________
By: _________________________________	By: _________________________________
Its: ___________________________	Its: ___________________________
By: _________________________________	By: _________________________________
Its: ___________________________	Its: ___________________________
(Seal)	*(Seal)*

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

Bond No. __________

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

____

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

a contract (the "Contract") for the Work described as the On-Call Tree Maintenance Services Project Specification No. PW 20-22 (the "Project").

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

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

____

____,
(Name and address of Surety)

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

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

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

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

California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: ______________________________

"Principal"	"Surety"
______________________________	______________________________
______________________________	______________________________
By: ______________________________	By: ______________________________
Its: ______________________________	Its: ______________________________
By: ______________________________	By: ______________________________
Its: ______________________________	Its: ______________________________
(Seal)	*(Seal)*

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

EXHIBIT A

SPECIAL PROVISIONS

Contractor shall furnish labor, tools, equipment, materials, supplies and other incidentals and appurtenant Work necessary to complete the landscape and tree maintenance Work on an On-call basis as requested through Task order. The Work will include, but not be limited to, the following activities at various sites throughout the City;

1. Tree pruning
2. Tree removal
3. Tree planting
4. Service Crew
5. Emergency response
6. Line clearance pruning
7. Clearance pruning
8. Grid pruning program (Ex. 5-year pruning cycle)
9. Tree watering
10. Small tree care
11. Palm trunk skinning
12. Root pruning
13. Specialty equipment rental
14. Arborist services/inspection
15. Foliar and pesticide treatments
16. Data entry
17. Webpage development
18. Additional work
19. GPS Tree inventory
20. Online maintenance access*

* Online maintenance is defined as Internet access to an Urban Forestry Management tool for GPS tree inventories that includes work order tracking, ability to send work requests including but not limited to maintenance recommendations, tree conditions, pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, recycling reports, live job balance, contractor equipment GPS location monitoring.

A. ANNUAL PRUNING PROGRAM

At the direction of the City, the tree pruning will be done per pre-designed districts along street segments, grids or prune routes on a set cycle to include all trees large and small. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning (ISAP). Standards (Best Management Practices) and the ANSI A300 Standards. Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Contract. The intent of this Contract is to have all trees pruned a minimum of one time by the end of the five (5) year Contract period. Special projects that are difficult to access will require the need for specialty equipment (i.e., 95-foot tower). Service request pruning or pruning to reduce and/or pruning to restore will fall under Service Crew.

B. INSPECTION OF HAZARDOUS CONDITIONS

At the City's direction, trees shall receive routine maintenance and periodic inspections at the direction of the City administrator. The Contractor is not to inspect, monitor or maintain trees unless given clear direction from the City. Tree problems that are clearly visible during the maintenance activities, but not considered hazardous, will be reported to the City for direction and/or further evaluation. These hazards can be discovered through both routine pruning work or through other forms of inspection. The City shall direct contractor or City staff to correct hazards in a timely manner. All work history should be recorded within cities tree inventory management program.

C. TREE INVENTORY

At the City's direction, the Contractor will provide to the City access to a record keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. Additionally, program should generate the estimated monetary value of the urban forest, recycling reports, live job balance, contractor equipment GPS location monitoring. The tree inventory software program shall be an Internet-driven tracking program. The program shall have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports and pictures of City tree species. The Contractor shall provide software support to the City for the entire term of the contract.

At the City's direction, the Contractor shall provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include Address, Street, Facility, Species, Diameter, Condition, Height, recommended maintenance, overhead utilities and parkway size and type.

1. GPS Tree Inventory

   At the City's direction, contractor will provide the City with a Global Positioning System (GPS) tree inventory collected by an ISA Certified Arborist including coordinates for all trees in public spaces. This includes, but is not limited to, all publicly owned trees on street rights-of-way, parks, City facilities and open spaces such as medians, greenscapes, etc. The address information contained in inventory should be linked directly to a Geographical Information System (GIS) program, such as ArcView. The inventory collector will identify the trees by their global coordinates of longitude and latitude. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. At the end of the project, the City will receive a complete listing of all sites inventoried, both in hard copy and in the software, which will enable you to connect the inventory to the City's GIS program and create various frequency reports.

   A GPS tree inventory shall be created with a new database using the City's standardized addressing system for all parks and open space areas. Contractor shall be required to create an ESRI ArcView/ArcGIS compatible "shape file". The new inventory shall be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.) The consultant's tree inventory shall be conducted by visiting each tree site or vacant planting site and plot the position. The data shall be compatible with the latest version of ArcView. Minimum accuracy shall be not more than one (1) submeter.

Mobile Application

Tree inventory program must include a mobile application for field use. All data must reflect live data as it exists in the Tree inventory program. The functionality of the mobile application shall include the following minimum requirements.

a. Mobile application must be compatible with Android systems.
b. Mobile application must be usable for precision mobility view as user moves through canopied areas.
c. Mobile application must include multiple layering feature including aerial imagery and street names.
d. Mobile application must display tree icons based on precise GPS coordinates.
e. Mobile application must be able to illustrate live work history records.
f. Mobile application must allow a function that permits live data updates.
g. Mobile application must be updated as new work records are modified.

2. Scope of Work

City shall provide the most up-to-date GPS inventory data to Contractor upon award of contract. Contractor will manage the entire inventory project. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system, future technical maintenance and support and as an option, conversion of the existing database. Attributes to be collected by field personnel may include, but is not limited to:

- Tree Number
- City District/Grid/LLDs/Parks/R-Areas/Residential
- Street
- Location by Address
- Location by GIS
- Species by botanical name & common name
- Tree diameter
- Tree height
- Tree condition
- Tree dollar value
- Recommended Maintenance
- Existing overhead Utilities
- Parkway Size
- Parkway Type
- Sidewalk damage

3. Technical Support and Maintenance

The Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The Contractor shall provide complete support rapidly with experienced staff available to the City during the hours of 7:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor shall be readily available by telephone, e-mail or may respond to the City’s location within a timely manner.

D. WORK QUALITY

All tree pruning shall comply with good arboriculture practices for the particular species of trees being trimmed shall be consistent with the ISAP Standards and Best Management Practices as adopted by the ISAP. The Contractor shall also meet the requirements of the current ANSI, Z133, entitled "Safety Requirements for Arboricultural Operation.

The City Project Manager shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

E. STANDARDS

Prior to beginning the work, the Contractor shall review with the City Project Manager various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree pruning shall include but not be limited to accepted pruning activities.

Daily tree pruning operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 5:00 P.M., or as required by City ordinances.

All debris resulting from tree pruning operations shall be removed from the Work site on a daily basis.

1. Grid Tree Pruning

   At the direction of City staff, tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees regardless of size. Pruning will include structural pruning and crown raising, and slight crown cleaning in accordance with the standards set forth by the ISAP Standards (Best Management Practices) and the ANSI A300 Standards. No more than 25% of the foliage is to be removed at a given time. Special projects that are difficult to access, require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Service Crew.

   a. Contractor shall comply with Standards of CAL OSHA and the ANSI, Z133 Safety Requirements.

   b. Contractor shall notify residents seventy-two (72) hours in advance of scheduled pruning.

   c. Contractor shall provide and post “No Parking” signs twenty-four (24) hours in advance of the Work.

   d. Contractor shall endeavor to maintain good public relations at all times. The Work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each Work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at Work locations are not endangered or damaged during the course of Work.

e. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Contractor must utilize Line Clearance Qualified Tree trimmers if working within 10ft of high voltage power lines. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the Work site, Work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that Work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).

f. No hooks, gaffs, spurs or climbers will be used for while climbing trees other than for removals and inaccessible Palms when needed.

g. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

h. Topping shall not be done unless specifically requested by the City.

j. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

k. Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent.

l. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.

m. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

n. Heading cuts and/or topping will not be allowed without City approval. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

o. Tree Pruning by Grid on the Bid sheet is priced per tree and is based on tree pruning in pre-designated districts or grids on a set cycle and includes all trees (small, medium and large sized). Trees are not excluded from the Grid.

2. Pruning for Clearance
   As directed by City staff, tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, (9') for pedestrians on sidewalks in accordance with the standards set forth by the ISAP Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City staff and conform to the following:

   a. The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.

   b. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.

   c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

   d. Tree Pruning by Block on the Bid sheet is priced per tree and consists of pruning trees along a block segment or "run" as designated by the city. This is different from Grid Pruning where all trees are pruned (small, medium and large sized) within a grid or district.

3. Pruning Palm Trees
   Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms in a manner selected by the Contractor and approved by the City staff and in accordance with the following:

   a. The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City Project Manager. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City palm trees.

   b. Palm Skinning (additional service & cost) - Dead fronds, and parts thereof, including stubs, can be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six (24" – 36") inches from the base of the green fronds at the top of the tree. The frond stubs (cut close to trunk) can be left in place within a span of at least eighteen (18") inches but no greater than thirty-six (36") inches.

4. Aesthetic and/or Service Request Tree Pruning

As directed by City staff, trees that need service prior to their scheduled grid trim for aesthetic purposes shall be trimmed within two weeks of notification by the City to the Contractor. Pruning will include structural pruning, crown raising, crown cleaning and crown reduction in accordance with the standards set forth by the ISAP Standards (Best Management Practices) and the ANSI A300 Standards. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fourteen (14) feet over the roadway and seven (9) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.

The specific techniques employed shall be consistent with industry practice for the size and specific of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly as needed.

5. Tree Removals

After the City determines that a tree requires removal, the City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of eighteen (18") inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment or require the need for a crane or an aerial tower over seventy- five (75') feet would fall under Service Crew rates. The City Staff shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the City and shall be disposed of at the direction of city staff. No wood shall be left along public right-of-way unless approved by the City staff. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The City is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. The Contractor shall be required to call Underground Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1½') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

6. Tree Planting

Tree planting includes the tree, stakes, ties and complete installation and watering at time of installation as directed by City staff. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

a. Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.

b. The City shall be responsible for marking locations and the Contractor will notify Underground Service Alert (USA) prior to planting.

c. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.

d. Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.

e. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.

f. Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.

g. All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third (⅓") and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.

h. Trunk protectors such as Arbor-Gards or equal shall be placed at the base of the trunk of all new trees immediately after planting.

i. In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.

j. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.

k. All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the current ANSI Z60.1 Standards. Trees shall be free from pests, disease and structural defects.

l. All newly planted trees are to be watered for the next 8 weeks at least once a week for an establishment period.

7. Service Crew
The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim. As directed by City staff, trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Service Crew rate.

8. Urgent Response
The Contractor shall be required to provide urgent on-call response for damaged trees as a result of storms or other reasons. Urgent calls may occur at any given time. The Contractor will be provided with locations and the Work to be done at each location via telephone from the City. Urgent work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least ten (10) contact individuals upon award of Contract. Should the contact persons or their phone numbers change during the course of the Contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

Work performed under the emergency provision of this Contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

9. Line Clearance Pruning
During the course of the Contract the Contractor may be required to perform utility line clearance pruning as directed by City staff in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, qualified line clearance tree trimmers, equipment and materials necessary to accomplish the work in accordance with the contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The manager overseeing the project should be a Certified Utility Specialist and the persons completing the work shall be Line Clearance Qualified Tree workers. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in or around primary electrical lines shall be trained to do so in accordance the “Electrical Safety Orders of the State of California.

10. Tree Watering
Watering is performed by a one-man crew with a water truck who will water various routes including landscape median and young trees that are three (3) years old and younger.

11. Small Tree Care
The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

12. Arborist Services
On occasion, the City requires tree evaluations including written reports. The Contractor shall provide an hourly rate for an Arborist that can respond to the City’s request(s) for the preparation of detailed arborist reports, tree risk assessment reports tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

13. Citywide Tree Risk Survey
At the City’s request the Contractor will be required to provide an annual or bi-annual tree risk survey. This survey will be performed in limited visual assessment method. The City will identify the location and / or selection criteria of the trees to be assessed. The trees assessed will be documented from a

drive-by perspective. All trees discovered having obvious significant defects or other conditions of concern will be documented for follow- up action. This follow-up action can include a higher level of assessment or other mitigation efforts like tree removal or pruning at the cities direction.

14. Plant Health Care Services
    At the direction of the City the Contractor shall be required to provide plant health care services including but not limited to the following; spraying, injecting, soil drenching as necessary to reduce a potentially harmful pest. This is done to maintain or improve the selected tree's appearance, vitality, and safety, using the most cost-effective and environmentally sensitive practices and treatments available. Plant Health Care involves routine monitoring and preventive treatments. All pesticide recommendations are to be made by a Pest Control Advisor in accordance with the California Department of Pesticide Regulations.

F. PESTICIDE USAGE AND REPORTING

1. Contractor shall submit Pesticide Usage Report(s) to City at the end of each month summarizing the facilities treated, pests treated, pesticides used, pesticide application rates, man hours and equipment.

    a. Report(s) will provide all information needed, and in a format sufficient for all annual reporting, including IPM and NPDES.

2. City IPM Policy encourages use of the least toxic pesticide required for effective control of a given pest.

G. PESTS AND DISEASES

1. All trees known or suspected to be diseased/infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees.

2. All trees with known or suspected PHSB, Fusarium, Gold Spotted Oak Borer or other high priority pests/ pathogens as determined by the County. Contractor shall handle all debris in a manner consistent with newest version of all appropriate Best Management Practices (BMP), which minimizes the chance of spreading infection or infestation.

3. Material and debris from trees with known or suspected disease/infestation shall be chipped to 1" or smaller and shall not be left on site or used as much off site.

4. No additional charges for disinfection or special handling shall be allowed.

H. PESTICIDE TREATMENT OF TREES

1. Contractor shall have an in-house Qualified Applicator apply chemicals in accordance with the recommendations from the in-house Agricultural Pest Control Advisor (PCA) and all applicable product labels and regulations.

2. Applications will be made by drench, spray or injection as conditions warrant. The primary method of application shall be trunk or soil injection.

3. The following are pesticides that may be used on this Contract for treatment of Polyphagous Shot Hole Borer (PSHB), Golden Spotted Oak Borer (GSOB), Fusarium dieback and other pests. This list is not all inclusive or exhaustive.

   a. Propiconazole
   b. Tebuconazole
   c. Thiabendazole
   d. Emamectin benzoate
   e. Imidacloprid
   f. Dinotefuran
   g. Bifenthrin
   h. Carbaryl

I. PUBLIC NOTICING OF TREE PRUNING OPERATIONS

Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the Work being performed. Notifications shall be made in the form of door hangers.

City approved "No Parking" signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the Work being performed.

J. CLEAN UP

Contractor shall clean all job sites when Work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled Work shall be completed and cleaned up and <u>under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight when feasible.</u>

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

The City staff or authorized representative shall be the sole judge as to the adequacy of the cleanup.

K. DISPOSAL OF DEBRIS

All tree branches produced as a result of the Contractor's operations under this Contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Greenwaste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with Assembly Bill 939.

1. Greenwaste Recycling Report:
   Greenwaste that is transported to an off-site facility for grinding into mulch shall be documented and available to the City on a monthly basis.

2. Wood Chips:

   a. Chips generated from pruning operations within the City may first be dumped at a City designated site.

b. At the direction of the City, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped in specified locations in the City.

3. Milling (additional service & cost):
At the direction of the City, large tree trunks, which meet proper specifications may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

L. PAYMENT

All Work will be pre-approved by a Task Order issued by the Project Manager prior to starting Work. The Task Order shall include, but not be limited to, a list of each street that tree maintenance operations took place, the address of each individual tree, the species and height and trunk diameter of each individual tree, all materials, labor and taxes; if it does not, the Contractor shall clarify any missing information before commencing Work. A separate invoice is required for each Task Order issued pursuant to the Contract.

Contractor shall only invoice for time spent at the locations of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless pre-approved by the Project Manager and included in the Task Order.

Payment for the various types of concrete repair Work shall be paid for on a unit price basis as enumerated in the Bid Sheets.

Furnishing and installing work area traffic control devices and flagging shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

Move in/move out of equipment shall be considered as a component of the contract unit price and no separate or additional compensation will be made. No per diem will be paid. No additional payment will be made for travel time to and from the job site.

M. INSPECTIONS

The City shall, at all times, have access to the Work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, Workmanship, and character of materials and equipment used and employed in the Work.

N. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1. Additional Work may be added to the Contract Work as the need arises. The Contractor shall perform all specified and approved additional Work at the unit prices submitted with this bid proposal.

2. The Contractor must be willing to provide a competitive price for additional Work that may be added to the Contract. Contractor will be required to demonstrate the ability to properly execute the expanded Workload with the necessary increase in labor, materials and equipment needed to complete the additional Work in a timely manner.

EXHIBIT B

CITY OF OXNARD

BID SHEETS FOR THE ON-CALL TREE MAINTENANCE SERVICES

SPECIFICATION NO. PW 20-22 [PROJECT]

Bidder's Name: BrightView Tree Care Services, Inc.

To the Honorable Mayor and Members of the City Council:

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

Item No.	Description	Unit	Evaluation Quantity	Amount
1	Tree Pruning (by Grid)	Per Tree	1	$ 160.00
2	Tree Pruning (by Block)	Per Tree	1	$ 160.00
3	Aesthetic or Service Request Pruning	0"-6" Diameter Standard Height	1	$ 40.00
4	Aesthetic or Service Request Pruning	7"-12" Diameter Standard Height	1	$ 75.00
5	Aesthetic or Service Request Pruning	13"-18" Diameter Standard Height	1	$ 100.00
6	Aesthetic or Service Request Pruning	25"-30" Diameter Standard Height	1	$ 150.00
7	Aesthetic or Service Request Pruning	31"-36" Diameter Standard Height	1	$ 225.00
8	Aesthetic or Service Request Pruning	36"+ Diameter Standard Height	1	$ 325.00
9	Aesthetic or Service Request Pruning	0"-6" Diameter Standard Height	1	$ 40.00
10	Crown Raise/Clearance Prune Hardwood Tree	0"-6" Diameter Standard Height	1	$ 30.00
11	Crown Raise/Clearance Prune Hardwood Tree	7"-12" Diameter Standard Height	1	$ 50.00

12	Crown Raise/Clearance Prune Hardwood Tree	13"-18" Diameter Standard Height	1	$ 65.00
13	Crown Raise/Clearance Prune Hardwood Tree	25"-30" Diameter Standard Height	1	$ 85.00
14	Crown Raise/Clearance Prune Hardwood Tree	31"-36" Diameter Standard Height	1	$ 100.00
15	Crown Raise/Clearance Prune Hardwood Tree	36"+ Diameter Standard Height	1	$ 110.00
16	Crown Raise/Clearance Prune Hardwood Tree	0"-6" Diameter Standard Height	1	$ 30.00
17	Prune Date Palm (Phoenix spp)	Per Tree	1	$ 85.00
18	Clean Trunk for Date Palm (Phoenix spp.)	linear foot	1	$ 20.00
19	Prune Fan Palm (Washingtonia spp.)	Per Tree	1	$ 45.00
20	Clean Trunk for Fan Palm (Washingtonia spp.)	linear foot	1	$ 20.00
21	Prune all other palm tree species	Per Tree	1	$50.00
22	Tree and Stump Removal	0"-25" diameter	1	$ 450.00
23	Tree and Stump Removal	over 25" diameter	1	$ 1450.00
24	Stump Grinding	Per diameter inch at grade	1	$ 20.00
25	Tree Planting	15 gallon tree	1	$ 100.00
26	Tree Planting	24 inch box tree	1	$ 350.00
27	Tree Planting	36 inch box tree	1	$ 850.00
28	Tree Watering includes trunk and operator	per hour	1	$ 75.00
29	Milling Cost	Per board foot	1	$ 20.00
30	Root Pruning	linear foot	1	$ 20.00
31	Root Pune with Root Barrier	Linear foot	1	$ 25.00

32	General Labor Rates for 3 man crew with equipment	per hour	1	$ 195.00
33	Day Rate Service Crew Boom Truck 8 hour day including a chip body, low decibel chipper, 1 Sr. Tree Trimmer, 1 Trimmer and 1 Ground Person	per man hour	1	$ 195.00
34	Specialty Equipment Crane	per hour	1	$ 150.00
35	Specialty Equipment 95 foot aerial tower	per hour	1	$ 125.00
36	Specialty Equipment Loader or Bobcat	Per hour	1	$ 100.00
37	Urgent Response Services, Monday through Friday 7am - 6pm	per hour	1	$255.00
38	Urgent Response Services, after hours, weekends and holidays	per hour	1	$ 300.00
	General Arborist Services			
39	Written Arborist Report	per hour	1	$ 75.00
40	Resitograph Testing	per hour	1	$ 50.00
41	Ground Penetrating Radar	per hour	1	$ 50.00
42	Air Spade Services	per hour	1	$ 50.00
43	Fumigation Services	per hour	1	$ 50.00
44	Fertilization Services	per hour	1	$ 75.00
45	Level 1, 2 and 3 Risk Assessments	per hour	1	$ 75.00
46	Soil Testing/Soil Enhancements	per hour	1	$ 100.00
47	Citywide Tree Risk Survey	Per Tree	1	$ 10.00
48	GPS Tree Inventory	Per 1000 tree sites including vacant sites	1	$ 10.00
	Plant Health Care Services			
49	Tree Canopy Spraying From Ground Level	Per diameter inch	1	$ 5.00

49	Tree Canopy Spraying From Aerial Tower	Per diameter inch	1	$ 5.00
50	Insecticide or Fungicide Trunk Banding	Per diameter inch	1	$ 5.00
51	PGR Trunk Banding	Per diameter inch	1	$ 5.00
52	Insecticide or GRP Soil Application	Per diameter inch	1	$ 5.00
53	Insecticide or Fungicide Soil Application	Per diameter inch	1	$ 5.00
54	Soil Injection Fertilization	Per diameter inch	1	$ 10.00
55	Trunk Injection Insecticide/Miticide	Per diameter inch	1	$ 10.00
56	Trunk Injection Fungicide	Per diameter inch	1	$ 10.00
57	Trunk Injection Insecticide and Fungicide Combo	Per diameter inch	1	$ 10.00
58	Avermectin Class Insecticide Injection	Per diameter inch	1	$ 10.00
			Bid Total:	$ 7,100.00

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: $ 7,100.00

BID PRICE IN WORDS: Seven Thousand-One Hundred Dollars

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	N/A	#03	
#02		#04	

Bidder's Name (Company): BrightView Tree Care Services, Inc.

Signature: ________ Title: V.P. & General Manager

Print: Scott Godfrey Date: 10/7/2019

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works **Date:** ____________

Project/Program Manager: Jeri Cooper **Phone:** 805-200-5334

Reason for Appropriation:

Appropriate funds from fund balance for the maintenance of trees in various Special Districts.

Accounts and Descriptions		**AMOUNT**
Fund: 143 Greystone LMD 23		
Expenditures/Transfers Out		
143-1606-805-8229	Contracts and Services/Prof Srvc-Special Proj	2,000
	Sub-total Expenditures	2,000
	Net Change to Fund Balance	**(2,000)**
Fund: 145 LMD 25 The Pointe		
Expenditures/Transfers Out		
145-1606-805-8229	Contracts and Services/Prof Srvc-Special Proj	6,000
	Sub-total Expenditures	6,000
	Net Change to Fund Balance	**(6,000)**
Fund: 154 LMD 33 El Paseo		
Expenditures/Transfers Out		
154-1606-805-8229	Contracts and Services/Prof Srvc-Special Proj	20,000
	Sub-total Expenditures	20,000
	Net Change to Fund Balance	**(20,000)**
Fund: 156 LMD 34 Sunrise/Sunset		
Expenditures/Transfers Out		
156-1606-805-8229	Contracts and Services/Prof Srvc-Special Proj	20,000
	Sub-total Expenditures	20,000
	Net Change to Fund Balance	**(20,000)**
Fund: 162 LMD 40 Cantada		
Expenditures/Transfers Out		
162-1606-805-8229	Contracts and Services/Prof Srvc-Special Proj	20,000

BA# (Finance Use Only)______________
BA DOC.# (Finance)______________

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

	Sub-total Expenditures	20,000
	Net Change to Fund Balance	**(20,000)**

Fund: 170-8004 LMD 47 Sycamore Place

Expenditures/Transfers Out

170-8004-899-8229	Contracts and Services/Prof Srvc-Special Proj	30,000
	Sub-total Expenditures	30,000
	Net Change to Fund Balance	**(30,000)**

Fund: 170-8009 LMD 52 Wingfield

Expenditures/Transfers Out

170-8009-899-8229	Contracts and Services/Prof Srvc-Special Proj	30,000
	Sub-total Expenditures	30,000
	Net Change to Fund Balance	**(30,000)**

Fund: 170-8010 LMD 53 Huff Court

Expenditures/Transfers Out

170-8010-899-8229	Contracts and Services/Prof Srvc-Special Proj	2,000
	Sub-total Expenditures	2,000
	Net Change to Fund Balance	**(2,000)**

Fund: 175 CFD 2 Westport

Expenditures/Transfers Out

175-1606-805-8229	Contracts and Services/Prof Srvc-Special Proj	50,000
	Sub-total Expenditures	50,000
	Net Change to Fund Balance	**(50,000)**
	Net Appropriation Change	**180,000**

Approvals

Department Director ______________________

Chief Financial Officer ______________________

City Manager ______________________

BA# (Finance Use Only)______________

BA DOC.# (Finance)______________

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

This is a tabulation of bids results and not an offer of award or contract
The City reserves the right to reject all bids

On-Call Tree Maintenance Services Project

Specification No. PW 20-22				BrightView Tree Care Services, Inc.	West Coast Arborists, Inc.
Owner: City of Oxnard				2910 Sherwin Avenue Ventura, CA 93003	2200 E. Via Burton Street AnaheimCA 92806
Bids received: 10/7/19				#1	#2
Item	**Description**	**Unit**	**Evaluation Quantity**	**Amount**	**Amount**
1	Tree Pruning (by Grid)	Per Tree	1	$160.00	$82.00
2	Tree Pruning (by Block)	Per Tree	1	$160.00	$172.00
3	Aesthetic or Service Request Pruning	0"-6" Diameter Standard Height	1	$40.00	$82.00
4	Aesthetic or Service Request Pruning	7"-12" Diameter Standard Height	1	$75.00	$82.00
5	Aesthetic or Service Request Pruning	13"-18" Diameter Standard Height	1	$100.00	$142.00
6	Aesthetic or Service Request Pruning	25"-30" Diameter Standard Height	1	$150.00	$242.00
7	Aesthetic or Service Request Pruning	31"-36" Diameter Standard Height	1	$225.00	$322.00
8	Aesthetic or Service Request Pruning	36"+ Diameter Standard Height	1	$325.00	$352.00
9	Aesthetic or Service Request Pruning	0"-6" Diameter Standard Height	1	$40.00	N/A
10	Crown Raise/Clearance Prune Hardwood Tree	0"-6" Diameter Standard Height	1	$30.00	$35.00
11	Crown Raise/Clearance Prune Hardwood Tree	7"-12" Diameter Standard Height	1	$50.00	$35.00
12	Crown Raise/Clearance Prune Hardwood Tree	13"-18" Diameter Standard Height	1	$65.00	$55.00
13	Crown Raise/Clearance Prune Hardwood Tree	25"-30" Diameter Standard Height	1	$85.00	$75.00
14	Crown Raise/Clearance Prune Hardwood Tree	31"-36" Diameter Standard Height	1	$100.00	$75.00

Item	Description	Unit	Evaluation Quantity	Amount	Amount
15	Crown Raise/Clearance Prune Hardwood Tree	36"+ Diameter Standard Height	1	$110.00	$75.00
16	Crown Raise/Clearance Prune Hardwood Tree	0"-6" Diameter Standard Height	1	$30.00	N/A
17	Prune Date Palm (Phoenix spp)	Per Tree	1	$85.00	$322.00
18	Clean Trunk for Date Palm (Phoenix spp.)	linear foot	1	$20.00	$19.00
19	Prune Fan Palm (Washingtonia spp.)	Per Tree	1	$45.00	$92.00
20	Clean Trunk for Fan Palm (Washingtonia spp.)	linear foot	1	$20.00	$15.00
21	Prune all other palm tree species	Per Tree	1	$50.00	$72.00
22	Tree and Stump Removal	0"-25" diameter	1	$450.00	$950.00
23	Tree and Stump Removal	over 25" diameter	1	$1,450.00	$1,600.00
24	Stump Grinding	Per diameter inch at grade	1	$20.00	$16.00
25	Tree Planting	15 gallon tree	1	$100.00	$172.00
26	Tree Planting	24 inch box tree	1	$350.00	$295.00
27	Tree Planting	36 inch box tree	1	$850.00	$922.00
28	Tree Watering includes trunk and operator	Per hour	1	$75.00	$82.00
29	Milling Cost	Per board foot	1	$20.00	$9.00
30	Root Pruning	linear foot	1	$20.00	$18.00
31	Root Pune with Root Barrier	Linear foot	1	$25.00	$38.00
32	General Labor Rates for 3 man crew with equipment	Per hour	1	$195.00	$246.00
33	Day Rate Service Crew Boom Truck 8 hour day including a chip body, low decibel chipper, 1 Sr. Tree Trimmer, 1 Trimmer and 1 Ground Person	Per man hour	1	$195.00	$82.00
34	Specialty Equipment Crane	Per hour	1	$150.00	$125.00
35	Specialty Equipment 95 foot aerial tower	Per hour	1	$125.00	$75.00
36	Specialty Equipment Loader or Bobcat	Per hour	1	$100.00	$75.00
37	Urgent Response Services, Monday through Friday 7am - 6pm	Per hour	1	$255.00	$92.00
38	Urgent Response Services, after hours, weekends and holidays	Per hour	1	$300.00	$112.00

Item	Description	Unit	Evaluation Quantity	Amount	Amount
	General Arborist Services				
39	Written Arborist Report	Per hour	1	$75.00	$140.00
40	Resitograph Testing	Per hour	1	$50.00	$120.00
41	Ground Penetrating Radar	Per hour	1	$50.00	$140.00
42	Air Spade Services	Per hour	1	$50.00	$120.00
43	Fumigation Services	Per hour	1	$50.00	$140.00
44	Fertilization Services	Per hour	1	$75.00	$120.00
45	Level 1, 2 and 3 Risk Assessments	Per hour	1	$75.00	$120.00
46	Soil Testing/Soil Enhancements	Per hour	1	$100.00	$120.00
47	Citywide Tree Risk Survey	Per Tree	1	$10.00	$4.00
48	GPS Tree Inventory	Per 1000 tree sites including vacant sites	1	$10.00	$2,000.00
	Plant Health Care Services				
49	Tree Canopy Spraying From Ground Level	Per diameter inch	1	$5.00	$3.00
50	Tree Canopy Spraying From Aerial Tower	Per diameter inch	1	$5.00	$4.00
51	Insecticide or Fungicide Trunk Banding	Per diameter inch	1	$5.00	$5.00
52	PGR Trunk Banding	Per diameter inch	1	$5.00	$3.00
53	Insecticide or GRP Soil Application	Per diameter inch	1	$5.00	$4.00
54	Insecticide or Fungicide Soil Application	Per diameter inch	1	$5.00	$3.00
55	Soil Injection Fertilization	Per diameter inch	1	$10.00	$3.00
56	Trunk Injection Insecticide/Miticide	Per diameter inch	1	$10.00	$5.00
57	Trunk Injection Fungicide	Per diameter inch	1	$10.00	$4.00
58	Trunk Injection Insecticide and Fungicide Combo	Per diameter inch	1	$10.00	$8.00
59	Avermectin Class Insecticide Injection	Per diameter inch	1	$10.00	$6.00
		Total Bid Amount Submitted:		$7,100.00	$10,327.00
		Total Bid Amount Verified:		**$7,270.00** *	**$10,327.00**

* Mathmatical error corrected

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7.

DATE: January 7, 2020

TO: City Council

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

SUBJECT: Award Three (3) Year Agreement A-8196 for Citywide On-Call Fencing Installation and Repair Services.

RECOMMENDATION

That the City Council award and authorize the Mayor to execute Agreement A-8196 with Quality Fence Co., Inc. in the amount of $300,000 for a three year on-call Fencing Installation and Repair Services contract, SD 19-50R. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Public Works Department oversees and manages parks, facilities, streets, public right of way, landscape maintenance districts, community facilities districts and waterways districts throughout the City of Oxnard. Within each of the areas mentioned above, there are designated services that are covered by the general fund, utilities and special assessments where maintenance of various types of fencing is required for both safety and aesthetic purposes.

DISCUSSION

Throughout the year, staff receives reports of damaged, vandalized or deteriorating fencing located throughout the City. The On-Call Fencing Installation and Repair Services contract will allow Public Works staff to be responsive to the maintenance needs of the community.

Lowest Responsive Bid

The notice inviting formal bids (NIFB) on the Project was published on October 10, 2019 and all bids were due on October 25, 2019 at 2:00 p.m. The City received two (2) bids listed below:

Quality Fence Co., Inc.$6,857
Fenceworks, Inc.:$17,794

The lowest bidder is Quality Fence Co., and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from Quality Fence Co., Inc. and verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, checked for City business licenses, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that the contractor or any of its subcontractors are not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, Staff recommends that the City Council award the contract for this Project to Quality Fence Co., Inc.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Funding of Agreement A-8196, for three year on-call fencing installation and repair services, shall be determined by task order dependent upon the services identified. The department/project manager will ensure sufficient funding of tasks prior to initiating task orders or incurring services.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on December 10, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Quality Fence Co Agmt A-8196_SD 19-50R On-Call Fencing
2. Bid Tabulation SD 19-50R On-call Fencing

CHECKLIST FOR EXECUTION OF CONTRACT

The following documents are required of the successful Bidder within fourteen (14) Calendar Days of the City's delivery of the Contract to the Bidder:

____ Two (2) executed and notarized copies of the Contract

____ A Payment Bond in the amount of 100% of the Contract Price, along with a copy of that Bond

____ A Performance Bond in the amount of 100% of the Contract Price, along with a copy of that Bond

____ All certificates showing required insurance

____ A copy of the Contractor's City business license

Failure of the successful Bidder to provide all required documents in a complete and accurate manner within fourteen (14) Calendar Days of the City's delivery of the Contract may be grounds for the City to award the Contract to the next lowest responsible Bidder, and the successful Bidder's Bid security may be forfeited to the City as permitted by law.

In executing the above-listed documents, and all documents related to the Project, any Task, the Contract Documents or any Task Order in any way, the City requires the following:

- For a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, two signatures, both of whom must be managers of the LLC; or
- For a partnership or limited partnership, the signatures of all partners.

If your entity 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 the Contractor.

CITY OF OXNARD CONTRACT FOR
ON-CALL FENCING INSTALLATION AND REPAIR SERVICES
SPECIFICATION NO. SD 19-50R

THIS CONTRACT ("Contract") is made and entered this ______ day of _____________, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and QUALITY FENCE CO., INC. ("Contractor"). Contractor's license number is 382736.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as On-Call Fencing Installation and Repair Services Specification No. SD 19-50R ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term.

3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid, which in any case shall not exceed two hundred fifty thousand ($250,000) for the Special Districts Division and fifty thousand ($50,000) for other Public Works Divisions.

> Under no circumstances may any Work be done for one department or division utilizing another department or division's funding. It is Contractor's responsibility to keep the departments and divisions' funds separate and to monitor each department or division's balance to ensure Work for a department or division does not exceed its funding. Each invoice must list the department or division for which that Task Order was issued.

4. Invoices. Contractor must write on each invoice for which department or division that invoice applies and what that department or division's balance is on the account.

4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.

5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and

qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

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

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

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

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

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

[S*ignatures on following page]*

CITY OF OXNARD		**QUALITY FENCE CO., INC.**	
☐ Tim Flynn, Mayor[1] ☐ Alexander Nguyen, City Manager ☐ Lisa Boerner, Purchasing Manager ☐ [name] , Buyer	Date	William J. Cavanaugh, CEO[2]	Date
		Frank Tobias, Secretary	Date

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required)	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 (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

EXHIBIT B

CITY OF OXNARD

BID SHEETS FOR ON-CALL FENCING INSTALLATION AND REPAIR SERVICES SPECIFICATION NO. SD 19-50R

Bidder's Name: Quality Fence Co., Inc.

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
	Urgent Non-Scheduled Work		
1	Remove and replace 4' tall, 2-rail black Majestic Montage Plus Ameristar or equal fencing, Complete-In-Place	LF	$ 120.00
2	Remove and replace 6' tall, 2-rail black Majestic Montage Plus Ameristar or equal fencing, Complete-In-Place	LF	$ 250.00
3	Remove and replace 8' tall, 2-rail black Majestic Montage Plus Ameristar or equal fencing, Complete-In-Place	LF	$ 350.00
4	Remove and replace 24' tall, 2-rail black Majestic Montage Plus Ameristar or equal fencing, Complete-In-Place	LF	$ 95.00
5	Remove and replace 6'x12' double drive gate black Majestic Montage Plus Ameristar or equal, Complete-In-Place	LF	$ 350.00
6	Remove and replace 6' x 4' pass gate black Majestic Montage Plus Ameristar or equal, Complete-In-Place	LF	$ 380.00
7	Remove and replace 4' chain link type fencing, Complete-In-Place	LF	$ 32.00
8	Remove and replace 5' chain link type fencing, Complete-In-Place	LF	$ 36.00
9	Remove and replace 6' chain link type fencing, Complete-In-Place	LF	$ 42.00

EXHIBIT B

10	Remove and replace 7' chain link type fencing, Complete-In-Place	LF	$ 50.00
11	Remove and replace single swing, cantilever and roll chain link gates, Complete-In-Place	LF	$ 300.00
12	Remove and replace double swing, cantilever and roll chain link gates, Complete-In-Place	LF	$ 340.00
13	Remove and replace 4' PVC type fencing, Complete-In-Place	LF	$ 32.00
14	Remove and replace 5' PVC type fencing, Complete-In-Place	LF	$ 36.00
15	Remove and replace 6' PVC type fencing, Complete-In-Place	LF	$ 42.00
16	Remove and replace 7' PVC type fencing, Complete-In-Place	LF	$ 56.00
17	Remove and replace 4' wooden post and board fencing, Complete-In-Place	LF	$ 46.00
18	Remove and replace 5' wooden post and board fencing, Complete-In-Place	LF	$ 56.00
19	Remove and replace 6' wooden post and board fencing, Complete-In-Place	LF	$ 65.00
20	Remove and replace 7' wooden post and board fencing, Complete-In-Place	LF	$ 76.00
21	Repair Work	*Hourly Rate Monday-Friday 8:00am-5:00pm **Work begins within 1 hour	$ 400.00
22	Repair Work	*Hourly Rate Monday-Friday 5:01pm -7:50am **Work begins within 1 hour	$ 475.00
23	Repair Work	*Hourly Rate Saturday, Sunday and Holidays **Work begins within 1 hour	$ 525.00

EXHIBIT B

Scheduled Work			
24	Remove and replace 4' tall, 2-rail black Majestic Montage Plus Ameristar or equal fencing, Complete-In-Place	LF	$ 98.00
25	Remove and replace 6' tall, 2-rail black Majestic Montage Plus Ameristar or equal fencing, Complete-In-Place	LF	$ 225.00
26	Remove and replace 8' tall, 2-rail black Majestic Montage Plus Ameristar or equal fencing, Complete-In-Place	LF	$ 325.00
27	Remove and replace 24' tall, 2-rail black Majestic Montage Plus Ameristar or equal fencing, Complete-In-Place	LF	$ 75.00
28	Remove and replace 6'x12' double drive gate black Majestic Montage Plus Ameristar or equal, Complete-In-Place	LF	$ 270.00
29	Remove and replace 6' x 4' pass gate black Majestic Montage Plus Ameristar or equal, Complete-In-Place	LF	$ 300.00
30	Remove and replace 4' chain link type fencing, Complete-In-Place	LF	$ 26.00
31	Remove and replace 5' chain link type fencing, Complete-In-Place	LF	$ 28.00
32	Remove and replace 6' chain link type fencing, Complete-In-Place	LF	$ 38.00
33	Remove and replace 7' chain link type fencing, Complete-In-Place	LF	$ 45.00
34	Remove and replace single swing, cantilever and roll chain link gates, Complete-In-Place	LF	$ 280.00
35	Remove and replace double swing, cantilever and roll chain link gates, Complete-In-Place	LF	$ 320.00
36	Remove and replace 4' PVC type fencing, Complete-In-Place	LF	$ 26.00
37	Remove and replace 5' PVC type fencing, Complete-In-Place	LF	$ 29.00

EXHIBIT B

38	Remove and replace 6' PVC type fencing, Complete-In-Place	LF	$ 34.00
39	Remove and replace 7' PVC type fencing, Complete-In-Place	LF	$ 46.00
40	Remove and replace 4' wooden post and board fencing, Complete-In-Place	LF	$ 38.00
41	Remove and replace 5' wooden post and board fencing, Complete-In-Place	LF	$ 46.00
42	Remove and replace 6' wooden post and board fencing, Complete-In-Place	LF	$ 48.00
43	Remove and replace 7' wooden post and board fencing, Complete-In-Place	LF	$ 56.00
44	Repair Work	Hourly Rate *Monday-Friday 8:00am- 5:00pm	$ 350.00
	TOTAL BID PRICE:		$ 6,857.00

*Hourly Rate at fully burdened cost and Contractor shall pay prevailing wages. All unit costs must include the current burdened prevailing wage rate. **Work must begin within that time period. Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: $ 6,857.00

BID PRICE IN WORDS: Six-thousand eight hundred fifty-seven dollars and 00/100

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	______	#03	______
#02	______	#04	______

Bidder's Name (Company): Quality Fence Co, Inc.

Signature: [signature] Title: President

Print: William Cavanaugh Date: 10/24/2019

Exhibit INS-D
INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

2.1 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 location or shall be twice the occurrence amount;

2.2 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;"

2.3 If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

2.4 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.

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

City of Oxnard
Insurance Compliance
Reference No. SD 19-50R
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D 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).**

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.

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

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

11/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

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

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

CERTIFICATE HOLDER **CITY OF OXNARD** **Attn: Insurance Compliance** **Reference No.** SD 19-50R **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email:** cityofoxnard@ebix.com **Via Fax: 678-259-1007**	**CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

NAMED INSURED

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date ____________________
☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ ____________________		
☐ ____________________		

SAMPLE

Underwriter=s representative for claims pursuant to this insurance.
CLAIMS:
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. SD 19-50R
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 ________________

SUBMIT IN DUPLICATE

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

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

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: ()____

SAMPLE

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. SD 19-50R
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 ____________

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _________
____
____("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as On-Call Fencing Installation and Repair Services SPECIFICATION NO. SD 19-50R (the "Project").

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

NOW, THEREFORE, we, the undersigned Principal, and ______________________________
____
____
(Name and address of Surety)

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

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

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: ______________________________

"Principal"	"Surety"
______________________________	______________________________
______________________________	______________________________
By: ______________________________	By: ______________________________
Its: ______________________________	Its: ______________________________
By: ______________________________	By: ______________________________
Its: ______________________________	Its: ______________________________
(Seal)	*(Seal)*

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

Bond No. __________

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to ________________________
____
____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as On-Call Fencing Installation and Repair Services Specification No. SD 19-50R (the "Project").

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

NOW, THEREFORE, we, the undersigned Principal, and _______________________________
____
____, ______
(Name and address of Surety)

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

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: ______________________________

"Principal"	"Surety"
______________________________	______________________________
______________________________	______________________________
By: ______________________________	By: ______________________________
Its: ___________________________	Its: ___________________________
By: ______________________________	By: ______________________________
Its: ___________________________	Its: ___________________________
(Seal)	*(Seal)*

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

Bond No. __________

This is a tabulation of bid results and not an offer of award or contract
The City reserves the right to reject all bids

ON-CALL FENCING INSTALLATION AND REPAIR SERVICES

Specification No. SD 19-50R

Owner: City of Oxnard
Bids Received: 10/25/2019

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	QUALITY FENCE CO., INC. 14929 Garfield Av Paramount, CA 90723 #1 UNIT PRICE	QUALITY FENCE CO., INC. #1 EXTENDED AMOUNT	FENCEWORKS INC. 870 N. Main St Riverside, CA 92501 #2 UNIT PRICE	FENCEWORKS INC. #2 EXTENDED AMOUNT	
Urgent Non-Scheduled Work								
1	Remove and replace 4' tall, 2-rail black Majestic Montage Plus Ameristar or equal fencing, complete in place	LF	1	$120.00	$120.00	$79.00	$79.00	
2	Remove and replace 6' tall, 2-rail black Majestic Montage Plus Ameristar or equal fencing, complete in place	LF	1	$250.00	$250.00	$98.00	$98.00	
3	Remove and replace 8' tall, 2-rail black Majestic Montage Plus Ameristar or equal fencing, complete in place	LF	1	$350.00	$350.00	$175.00	$175.00	
4	Remove and replace 24' tall, 2-rail black Majestic Montage Plus Ameristar or equal fencing, complete in place	LF	1	$95.00	$95.00	$69.00	$69.00	
5	Remove and replace 6'x12' double drive gate black Majestic Montage Plus Ameristar or equal, complete in place	LF	1	$350.00	$350.00	$4,950.00	$4,950.00	
6	Remove and replace 6' x 4' pass gate black Majestic Montage Plus Ameristar or equal, complete in place	LF	1	$380.00	$380.00	$1,250.00	$1,250.00	
7	Remove and replace 4' chain link type fencing, complete in place	LF	1	$32.00	$32.00	$45.00	$45.00	
8	Remove and replace 5' chain link type fencing, complete in place	LF	1	$36.00	$36.00	$50.00	$50.00	
9	Remove and replace 6' chain link type fencing, complete in place	LF	1	$42.00	$42.00	$59.00	$59.00	
10	Remove and replace 7' chain link type fencing, complete in place	LF	1	$50.00	$50.00	$69.00	$69.00	
11	Remove and replace single swing, cantilever and roll chain link gates, complete in place	LF	1	$300.00	$300.00	$340.00	$340.00	*
12	Remove and replace double swing, cantilever and roll chain link gates, complete in place	LF	1	$340.00	$340.00	$330.00	$330.00	*
13	Remove and replace 4' PVC type fencing, complete in place	LF	1	$32.00	$32.00	$38.00	$38.00	
14	Remove and replace 5' PVC type fencing, complete in place	LF	1	$36.00	$36.00	$45.00	$45.00	
15	Remove and replace 6' PVC type fencing, complete in place	LF	1	$42.00	$42.00	$55.00	$55.00	
16	Remove and replace 7' PVC type fencing, complete in place	LF	1	$56.00	$56.00	$68.00	$68.00	
17	Remove and replace 4' wooden post and board fencing, complete in place	LF	1	$46.00	$46.00	$35.00	$35.00	
18	Remove and replace 5' wooden post and board fencing, complete in place	LF	1	$56.00	$56.00	$45.00	$45.00	
19	Remove and replace 6' wooden post and board fencing, complete in place	LF	1	$65.00	$65.00	$55.00	$55.00	
20	Remove and replace 7' wooden post and board fencing, complete in place	LF	1	$76.00	$76.00	$68.00	$68.00	
21	Repair Work	*Hourly Rate Monday-Friday 8:00am-5:00pm **Work begins within 1 hour	1	$400.00	$400.00	$388.00	$388.00	
22	Repair Work	*Hourly Rate Monday-Friday 5:01pm -7:50am **Work begins within 1 hour	1	$475.00	$475.00	$582.00	$582.00	

Specification No. SD 19-50R

Owner: City of Oxnard

Bids Received: 10/25/2019

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	QUALITY FENCE CO., INC. 14929 Garfield Av Paramount, CA 90723 #1 UNIT PRICE	EXTENDED AMOUNT	FENCEWORKS INC. 870 N. Main St Riverside, CA 92501 #2 UNIT PRICE	EXTENDED AMOUNT	
23	Repair Work	*Hourly Rate Saturday, Sunday and Holidays **Work begins within 1 hour	1	$525.00	$525.00	$582.00	$582.00	
Scheduled Work								
24	Remove and replace 4' tall, 2-rail black Majestic Montage Plus Ameristar or equal fencing, complete in place	LF	1	$98.00	$98.00	$75.00	$75.00	
25	Remove and replace 6' tall, 2-rail black Majestic Montage Plus Ameristar or equal fencing, complete in place	LF	1	$225.00	$225.00	$98.00	$98.00	
26	Remove and replace 8' tall, 2-rail black Majestic Montage Plus Ameristar or equal fencing, complete in place	LF	1	$325.00	$325.00	$175.00	$175.00	
27	Remove and replace 24' tall, 2-rail black Majestic Montage Plus Ameristar or equal fencing, complete in place	LF	1	$75.00	$75.00	$69.00	$69.00	
28	Remove and replace 6'x12' double drive gate black Majestic Montage Plus Ameristar or equal, complete in place	LF	1	$270.00	$270.00	$4,950.00	$4,950.00	
29	Remove and replace 6' x 4' pass gate black Majestic Montage Plus Ameristar or equal, complete in place	LF	1	$300.00	$300.00	$1,250.00	$1,250.00	
30	Remove and replace 4' chain link type fencing, complete in place	LF	1	$26.00	$26.00	$45.00	$45.00	
31	Remove and replace 5' chain link type fencing, complete in place	LF	1	$28.00	$28.00	$50.00	$50.00	
32	Remove and replace 6' chain link type fencing, complete in place	LF	1	$38.00	$38.00	$59.00	$59.00	
33	Remove and replace 7' chain link type fencing, complete in place	LF	1	$45.00	$45.00	$69.00	$69.00	
34	Remove and replace single swing, cantilever and roll chain link gates, complete in place	LF	1	$280.00	$280.00	$340.00	$340.00	*
35	Remove and replace double swing, cantilever and roll chain link gates, complete in place	LF	1	$320.00	$320.00	$330.00	$330.00	*
36	Remove and replace 4' PVC type fencing, complete in place	LF	1	$26.00	$26.00	$45.00	$45.00	
37	Remove and replace 5' PVC type fencing, complete in place	LF	1	$29.00	$29.00	$50.00	$50.00	
38	Remove and replace 6' PVC type fencing, complete in place	LF	1	$34.00	$34.00	$55.00	$55.00	
39	Remove and replace 7' PVC type fencing, complete in place	LF	1	$46.00	$46.00	$68.00	$68.00	
40	Remove and replace 4' wooden post and board fencing, complete in place	LF	1	$38.00	$38.00	$35.00	$35.00	
41	Remove and replace 5' wooden post and board fencing, complete in place	LF	1	$46.00	$46.00	$45.00	$45.00	
42	Remove and replace 6' wooden post and board fencing, complete in place	LF	1	$48.00	$48.00	$55.00	$55.00	
43	Remove and replace 7' wooden post and board fencing, complete in place	LF	1	$56.00	$56.00	$68.00	$68.00	
44	Repair Work	Hourly Rate *Monday-Friday 8:00am- 5:00pm	1	$350.00	$350.00	$388.00	$388.00	
			Total Bid Amount Submitted:		**$6,857.00**		**$45,204.00**	*
			Total Bid Amount Verified:		**$6,857.00**		**$17,794.00**	*
			Subcontractors:	None		None		

* Correction for clerical error in bid.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8.

DATE: January 7, 2020

TO: City Council

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

SUBJECT: Award Blanket Purchase Order to Maneri Signs, Inc. for directional, wayfinding and traffic control signs.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a blanket purchase order in an amount not to exceed $260,000 with Maneri Sign Co. for directional, wayfinding and traffic control signs. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Streets Division of the Public Works Department maintains over four hundred and fifty-three (453) centerline miles of streets and roadways which require proper signage in order to meet all regulatory compliance standards for street directional and traffic control signs. The Streets Division estimates that there are over 20,000 signs within city limits that are maintained by the Streets Division.

Traffic signs are a critical element of all roadways because they communicate rules, warnings, guidance, and other information that drivers need in order to safely and efficiently navigate roads and streets. This purchase is necessary to ensure signs are maintained in good working order. Upgrading stop signs will be a priority and all other signs will be replaced as deemed necessary. New signs will meet compliance standards set forth by the Federal Highway Administration (FHWA) Rules and Regulations and guided by the Manual on Uniform Traffic Control Devices (MUTCD). New traffic signs will have a warranty up to 12 years, which is measured from the initial sign fabrication date.

DISCUSSION

On August 28, 2019, the City issued a Notice Inviting Formal Bids (NIFB) for a vendor to supply traffic signs for a two year term. Four bids were received by the bid closing date of October 3, 2019:

VENDOR	Zumar Industries	StateWide Traffic Safety	Safeway Sign Company	Maneri Sign Company
BID AMOUNT	$473,900.00	$132,000.00	$292,390.00	$123,000.00

The lowest bidder is Maneri Sign Co, and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from Maneri Sign Co. Staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that the contractor is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the project. Maneri has completed these services under a prior contract and staff found their work to be thorough and professional. Staff will ensure sufficient funding is available prior to initiating task orders or incurring services.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There is sufficient funding available in the Fiscal Year 2019-20 Street Maintenance budget (Fund 105, Account 105-5704-803.81-04) to cover $120,000 anticipated current fiscal year expenditures. Funding will be allocated by fiscal year as follows:

Fiscal Year 2019-2020 $120,000
Fiscal Year 2020-2021 $140,000
Total Contract Amount $260,000

$140,000 will be included in the Fiscal Year 2020-21 budget of the Street Maintenance Fund (105).

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on December 10, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Philip Schwieder, Streets Division Manager

ATTACHMENTS
1. PO 7502 Maneri Signs
2. RFB Final
3. RFB PW 20-13 Cost Summary
4. RFB PW 20-13 Cost Table

ITEM #K-8

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007502

DATE: 11/26/2019

VENDOR PHONE: (310)327-6261
VENDOR FAX: ( ) -
VENDOR #: 21959
VENDOR ADDRESS: MANERI SIGN CO INC
P.O. BOX 31001-2618
PASADENA, CA 91110-2618

SHIP TO: STREET MAINTENANCE
1060 PACIFIC AVE, BLDG 3
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
11/20/2022	0000004748	11/20/2019	JAMIE AUSTIN
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	10557048038104		LISA BOERNER

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	120,000.00 / DL	PRE-FAB STREET/WAYFINDING & TRAFFIC CONTROL SIGNS	1.0000	120,000.00

RFB # PW 20-13 NTE $260,000 EXPIRES 12/10/21

TOTAL PURCHASE AMOUNT	**$120,000.00**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE. ______________________

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
      ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
   a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
   b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
   c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
   d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

City of Oxnard
Request for Bid
PW 20-13 Finished Street Signs

Bid Close Date: October 3, 2019
By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030
https://www.oxnard.org/
Solicitation opportunities: https://www.oxnard.org/rfps-and-rfqs/

PREPARATION OF BID

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

Proposed Timeline

DATE	ACTIVITY
August 28, 2019	Release of Solicitation
September 25, 2019	Last day for Questions by Bidders
October 3,2019	Submission of the Proposal is due to the City of Oxnard Purchasing Division by **2:00 p.m.**
October 3, 2019 – October 10, 2019	Review of bids
October 10 – 21, 2019	Agreement Development/Negotiations
December 3, 2019	City Council approval (if necessary, e.g., over $200,000)
December 4, 2019	Contracted work begins

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

1.1 In addition to responding to other sections of this request for bid, **bidder shall submit Attachments A, B, and C, in its entirety, which includes the bid documents and specifications**. Failure to do so may cause rejection of the bid.

1.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. Deviations to the requirements and specifications may be considered, provided that the vendor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered.

1.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

1.4 The bid must be submitted by an authorized agent of the submitting entity.

1.5 Term of Agreement:
It is the intent of the City to issue a non-exclusive agreement for a two (2) year term with pricing locked in for this term.

1.6 Company Profile

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

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

BIDDER'S RESPONSE:

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

i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and <u>if any contributions</u> were made to the Elected Officials.

ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.

iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. ***BIDDER'S RESPONSE:***

ii. ***BIDDER'S RESPONSE:***

iii. ***BIDDER'S RESPONSE:***

iv. ***BIDDER'S RESPONSE:***

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

BIDDER'S RESPONSE:

DESCRIPTION OF PRODUCT

2.0 The City of Oxnard invites qualified vendors to submit a bid for Finished Street Signs. Finished Street Signs shall include text and logo. The City will provide the text, logo and any other information that is to be printed on each sign. The City may increase or decrease the quantity to be purchased based upon the needs of the City.

2.1 The price quote shall be for Fiscal Years 2019-20 and 2020-21. Prices shall remain firm through the term of the Blanket Purchase Order (BPO).

2.2 Delivery charges shall be included with every sign order and reflected in each item bid.

2.3 Default: By written notice of default to the Contractor, the City of Oxnard may terminate any part of the BPO for any of the following circumstances:

a. If the Contractor fails to make delivery of the finished signs specified in the BPO.
b. If contractor fails to perform any of the provisions of the BPO and fails to remedy the situation within a period of ten (10) days after receipt of notice.

2.4 In the event the City of Oxnard terminates the BPO in whole or in part, the City may procure supplies or services similar to those terminated and Contractor shall be liable to the City for any excess cost of such similar supplies, signs or services.

2.5 Supplier will supply Public Works Street Division with finished signs and supplies during the ensuing fiscal year (s) and have them available to the Division within ten (10) working days.

2.6 All City street signs shall be in accordance with the adopted City of Oxnard Standard Plates (attached). The Bidder shall be responsible to obtain the current City of Oxnard Plates and Design Criteria related to the Street Signage.

2.7 All signage must comply with current and updated California and Federal minimum MUTCD regulations and requirements. If signage is deemed not in compliance with MUTCD it is the bidder's responsibility to cover all shipping and repair cost of signage. City of Oxnard will be using a RoadVista 922 to test Signage for compliance.

2.8 The following specifications are intended to exhibit minimum standards. Minor deviations may be considered. Bidder shall furnish detailed specifications and material safety data sheets for item(s) bid.

a. All sheeting must match components for each sign made.
b. All aluminum blanks shall be 5052H38 alloy.
c. All signs and sign faces ordered will have 1160 premium graffiti overlay.
d. All signs must have full date and manufacture screen printed in right hand corner in ¼ inch letters.

2.9 Sample drawings of street signs and dimensions have been provided in Attachment A.

2.10 Any exceptions to the specifications should be attached separately.

ATTACHMENT A

BID DOCUMENTS
FOR
FINISHED STREET SIGNS

Description-Sheeting	**Quantity**	**Unit of Measure**	**Unit Price**	**Total Price**
1. Diamond Grade type 11 Florescent colors	1,000	Sq. ft.	$	$
2. Diamond Grade type 11 Standard colors	3,000	Sq. ft.	$	$
3. High Intensity Grade type 4 Prismatic	3,000	Sq. ft.	$	$
4. Engineer Grade type 1	3,000	Sq. ft.	$	$
5. 1160A Premium Anti-Graffiti Inlay Sq. Ft.	10,000	Sq. ft.	$	$
Aluminum Blanks 5052H38 Alloy				
1. Aluminum .125	3,000	Sq. ft.	$	$
2. Aluminum 0.80	4,500	Sq. ft.	$	$
3. Aluminum 0.63	2,000	Sq. ft.	$	$
4. Extruded Blade 30" x 9"	600	L. ft.	$	$
5. Extruded Blade 36" x 9"	600	L. ft.	$	$
6. Extruded Blade 42" x 9"	600	L. ft.	$	$
7. Extruded Blade 48" x 9"	600	L. ft.	$	$
8. Flat Blade 32" x 6"	600	L. ft.	$	$
9. Special Flat Blade 31" x 6" (Hump 11 ¾ ") 6"	600	L. ft.	$	$
TOTAL BID				**$**
DELIVERY CHARGES				**$**

The grand total is subject to verification. If any discrepancy is found, the sum of the item totals will govern.

The following addenda are acknowledged: (Enter # & date or "None" if appropriate)

No.	Date	No.	Date

( ) Check here if "NO Bid".
( ) Check here if your bid will be extended to other public agencies. Your response will in no way affect consideration of your bid.

The undersigned agrees to provide the above items and/or services to the City of Oxnard at the price quoted hereon, hold the price firm for 60 days after the designated date to receive bids, and provide the above items and/or services upon receipt of a City of Oxnard purchase order.

Bidder's Signature ______________________________ Date __________________

Printed Name & Title ____

Business Name ____

Business Address ____

____

Telephone No.________________________ Email ______________________________

Federal Taxpayer Identification No. ____

ATTACHMENT B

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, ____

depose and say that I am ____
(“Sole Owner”, “A Partner”, “President”, or other proper title)

of ____
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

____
Signature

____
Date

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ESTABLISHING A SMALL LOCAL BUSINESS PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

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

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to $500,000; 4% of the amount between $500,001 and $750,000; 3% of the amount between $750,001 and $1,000,000; 2% of the amount between $1,000,001 and $1,250,000 and 1% of the amount between $1,250,001 and $1,500,000. For example, if the lowest responsible bid is $1,000,000, the preference would be $42,500 ($500,000 x .05 + $250,000 x .04 + $250,000 x .03). The preference applies to all contracts, including contracts over $1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is $50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars ($20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

Ordinance No. 2852
Page 2

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

ABSENT: Mayor Pro Tem Pinkard.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

Attachment C

Local Business Qualification Affidavit

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars ($20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: ______________________________

Physical Address: ______________________________

Phone: ______________ E-Mail: ______________

Length of time at this location: ______________ Number of Company Employees at this address: ______________

If less than 36 months, list previous City of Oxnard location: ______________

Business License ______________ Hours of Operation: ______________

Primary function of this location (i.e., sales, distribution, production, corporate, etc): ______________

____

____
Signature of Company Official Date

____
Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

COST SUMMARY

RFB 20-13
Finished Street Signs

Vendor Name	- Total Price
Maneri Sign Company	$119,338.00
Statewide Traffic Safety and Signs	$127,500.00
Safeway Sign Company	$292,390.00
Zumar Industries	$473,900.00

ITEM #K8

RFB 20-13	COST TABLE						
Finished Street Signs							
Vendor Name	Item#	category	Description-Sheeting	Quantity	Unit of Measure	Unit Price	Total Price
Maneri Sign Company	1	Sheeting	Diamond Grade type 11 Florescent colors	1,000	Sq. ft.	$ 4.96	$ 4,960.00
Maneri Sign Company	2	Sheeting	Diamond Grade type 11 Standard colors	3,000	Sq. ft.	$ 4.70	$ 14,100.00
Maneri Sign Company	3	Sheeting	High Intensity Grade type 4 Prismatic	3,000	Sq. ft.	$ 2.52	$ 7,560.00
Maneri Sign Company	4	Sheeting	Engineer Grade type 1	3,000	Sq. ft.	$ 2.21	$ 6,630.00
Maneri Sign Company	5	Sheeting	1160A Premium Anti-Graffiti Inlay Sq. Ft.	10,000	Sq. ft.	$ 2.68	$ 26,800.00
Maneri Sign Company	6	Aluminum Blanks 5052H38 Alloy	Aluminum .125	3,000	Sq. ft.	$ 5.52	$ 16,560.00
Maneri Sign Company	7	Aluminum Blanks 5052H38 Alloy	Aluminum 0.80	4,500	Sq. ft.	$ 3.20	$ 14,400.00
Maneri Sign Company	8	Aluminum Blanks 5052H38 Alloy	Aluminum 0.63	2,000	Sq. ft.	$ 2.44	$ 4,880.00
Maneri Sign Company	9	Aluminum Blanks 5052H38 Alloy	Extruded Blade 30" x 9"	600	L. ft.	$ 7.01	$ 4,206.00
Maneri Sign Company	10	Aluminum Blanks 5052H38 Alloy	Extruded Blade 36" x 9"	600	L. ft.	$ 7.01	$ 4,206.00
Maneri Sign Company	11	Aluminum Blanks 5052H38 Alloy	Extruded Blade 42" x 9"	600	L. ft.	$ 7.01	$ 4,206.00
Maneri Sign Company	12	Aluminum Blanks 5052H38 Alloy	Extruded Blade 48" x 9"	600	L. ft.	$ 7.01	$ 4,206.00
Maneri Sign Company	13	Aluminum Blanks 5052H38 Alloy	Flat Blade 32" x 6"	600	L. ft.	$ 5.52	$ 3,312.00
Maneri Sign Company	14	Aluminum Blanks 5052H38 Alloy	Special Flat Blade 31" x 6" (Hump 11 ¾ ") 6"	600	L. ft.	$ 5.52	$ 3,312.00
Safeway Sign Company	1	Sheeting	Diamond Grade type 11 Florescent colors	1,000	Sq. ft.	$ 7.05	$ 7,050.00
Safeway Sign Company	2	Sheeting	Diamond Grade type 11 Standard colors	3,000	Sq. ft.	$ 21.95	$ 65,850.00
Safeway Sign Company	3	Sheeting	High Intensity Grade type 4 Prismatic	3,000	Sq. ft.	$ 4.80	$ 14,400.00
Safeway Sign Company	4	Sheeting	Engineer Grade type 1	3,000	Sq. ft.	$ 3.95	$ 11,850.00
Safeway Sign Company	5	Sheeting	1160A Premium Anti-Graffiti Inlay Sq. Ft.	10,000	Sq. ft.	$ 1.50	$ 15,000.00
Safeway Sign Company	6	Aluminum Blanks 5052H38 Alloy	Aluminum .125	3,000	Sq. ft.	$ 36.80	$ 110,400.00
Safeway Sign Company	7	Aluminum Blanks 5052H38 Alloy	Aluminum 0.80	4,500	Sq. ft.	$ 4.50	$ 20,250.00
Safeway Sign Company	8	Aluminum Blanks 5052H38 Alloy	Aluminum 0.63	2,000	Sq. ft.	$ 3.65	$ 7,300.00
Safeway Sign Company	9	Aluminum Blanks 5052H38 Alloy	Extruded Blade 30" x 9"	600	L. ft.	$ 10.75	$ 6,450.00
Safeway Sign Company	10	Aluminum Blanks 5052H38 Alloy	Extruded Blade 36" x 9"	600	L. ft.	$ 10.50	$ 6,300.00
Safeway Sign Company	11	Aluminum Blanks 5052H38 Alloy	Extruded Blade 42" x 9"	600	L. ft.	$ 9.90	$ 5,940.00
Safeway Sign Company	12	Aluminum Blanks 5052H38 Alloy	Extruded Blade 48" x 9"	600	L. ft.	$ 9.60	$ 5,760.00
Safeway Sign Company	13	Aluminum Blanks 5052H38 Alloy	Flat Blade 32" x 6"	600	L. ft.	$ 12.15	$ 7,290.00
Safeway Sign Company	14	Aluminum Blanks 5052H38 Alloy	Special Flat Blade 31" x 6" (Hump 11 ¾ ") 6"	600	L. ft.	$ 14.25	$ 8,550.00
Statewide Traffic Safety and Signs	1	Sheeting	Diamond Grade type 11 Florescent colors	1,000	Sq. ft.	$ 5.30	$ 5,300.00
Statewide Traffic Safety and Signs	2	Sheeting	Diamond Grade type 11 Standard colors	3,000	Sq. ft.	$ 5.02	$ 15,060.00
Statewide Traffic Safety and Signs	3	Sheeting	High Intensity Grade type 4 Prismatic	3,000	Sq. ft.	$ 2.69	$ 8,070.00
Statewide Traffic Safety and Signs	4	Sheeting	Engineer Grade type 1	3,000	Sq. ft.	$ 2.36	$ 7,080.00
Statewide Traffic Safety and Signs	5	Sheeting	1160A Premium Anti-Graffiti Inlay Sq. Ft.	10,000	Sq. ft.	$ 2.86	$ 28,600.00
Statewide Traffic Safety and Signs	6	Aluminum Blanks 5052H38 Alloy	Aluminum .125	3,000	Sq. ft.	$ 5.90	$ 17,700.00
Statewide Traffic Safety and Signs	7	Aluminum Blanks 5052H38 Alloy	Aluminum 0.80	4,500	Sq. ft.	$ 3.42	$ 15,390.00
Statewide Traffic Safety and Signs	8	Aluminum Blanks 5052H38 Alloy	Aluminum 0.63	2,000	Sq. ft.	$ 2.61	$ 5,220.00
Statewide Traffic Safety and Signs	9	Aluminum Blanks 5052H38 Alloy	Extruded Blade 30" x 9"	600	L. ft.	$ 7.50	$ 4,500.00
Statewide Traffic Safety and Signs	10	Aluminum Blanks 5052H38 Alloy	Extruded Blade 36" x 9"	600	L. ft.	$ 7.50	$ 4,500.00
Statewide Traffic Safety and Signs	11	Aluminum Blanks 5052H38 Alloy	Extruded Blade 42" x 9"	600	L. ft.	$ 7.50	$ 4,500.00
Statewide Traffic Safety and Signs	12	Aluminum Blanks 5052H38 Alloy	Extruded Blade 48" x 9"	600	L. ft.	$ 7.50	$ 4,500.00
Statewide Traffic Safety and Signs	13	Aluminum Blanks 5052H38 Alloy	Flat Blade 32" x 6"	600	L. ft.	$ 5.90	$ 3,540.00
Statewide Traffic Safety and Signs	14	Aluminum Blanks 5052H38 Alloy	Special Flat Blade 31" x 6" (Hump 11 ¾ ") 6"	600	L. ft.	$ 5.90	$ 3,540.00
Zumar Industries	1	Sheeting	Diamond Grade type 11 Florescent colors	1,000	Sq. ft.	$ 8.50	$ 8,500.00
Zumar Industries	2	Sheeting	Diamond Grade type 11 Standard colors	3,000	Sq. ft.	$ 8.25	$ 24,750.00
Zumar Industries	3	Sheeting	High Intensity Grade type 4 Prismatic	3,000	Sq. ft.	$ 3.85	$ 11,550.00
Zumar Industries	4	Sheeting	Engineer Grade type 1	3,000	Sq. ft.	$ 1.75	$ 5,250.00
Zumar Industries	5	Sheeting	1160A Premium Anti-Graffiti Inlay Sq. Ft.	10,000	Sq. ft.	$ 4.15	$ 41,500.00
Zumar Industries	6	Aluminum Blanks 5052H38 Alloy	Aluminum .125	3,000	Sq. ft.	$ 45.00	$ 135,000.00
Zumar Industries	7	Aluminum Blanks 5052H38 Alloy	Aluminum 0.80	4,500	Sq. ft.	$ 8.50	$ 38,250.00
Zumar Industries	8	Aluminum Blanks 5052H38 Alloy	Aluminum 0.63	2,000	Sq. ft.	$ 7.95	$ 15,900.00
Zumar Industries	9	Aluminum Blanks 5052H38 Alloy	Extruded Blade 30" x 9"	600	L. ft.	$ 47.00	$ 28,200.00
Zumar Industries	10	Aluminum Blanks 5052H38 Alloy	Extruded Blade 36" x 9"	600	L. ft.	$ 47.00	$ 28,200.00
Zumar Industries	11	Aluminum Blanks 5052H38 Alloy	Extruded Blade 42" x 9"	600	L. ft.	$ 44.00	$ 26,400.00
Zumar Industries	12	Aluminum Blanks 5052H38 Alloy	Extruded Blade 48" x 9"	600	L. ft.	$ 44.00	$ 26,400.00
Zumar Industries	13	Aluminum Blanks 5052H38 Alloy	Flat Blade 32" x 6"	600	L. ft.	$ 65.00	$ 39,000.00
Zumar Industries	14	Aluminum Blanks 5052H38 Alloy	Special Flat Blade 31" x 6" (Hump 11 ¾ ") 6"	600	L. ft.	$ 75.00	$ 45,000.00

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.9.

DATE: January 7, 2020

TO: City Council

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

SUBJECT: Award First Amendment for Agreement No. A-7937 with ProUsys, Inc.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-7937 with ProUsys, Inc. (ProUsys) for Supervisory Control and Data Acquisition (SCADA) Systems support services for the water, wastewater, and recycled water systems. This first amendment will increase the cost of services in the amount of $180,000 bringing the total contract amount to $780,000 and will extend the contract through June 30, 2020. (Public Works & Transportation Committee approved 3-0)

BACKGROUND

On March 7, 2017, the City of Oxnard entered into agreement (A-7937) for consulting services with ProUsys for SCADA system support services for the water, wastewater and recycled water systems. Agreement A-7937 was for a term of three (3) years - expiring on February 27, 2020 - and a not-to-exceed amount of $600,000.

DISCUSSION

SCADA systems are complex communication systems that include the integration of hardware, software and firmware and are critical to the daily operation of water, wastewater, and recycled water systems. SCADA systems are used by staff to monitor and control critical components such as valves, pumps and motors. They also act as the notification system in case of system failures or emergencies that require immediate attention. Troubleshooting, upgrading and maintenance of the systems requires specialized expertise that the Water and Wastewater Divisions do not possess. As such, the Water and Wastewater Divisions entered into an on-call SCADA contract with ProUsys on March 17, 2017.

The following system components are monitored through each SCADA system:

Water System:
- The reverse osmosis desalter treatment plant
- Ten (10) drinking water wells
- Six (6) blending stations
- A network of remote pressure monitoring stations Five (5) turnouts from the United Water Conservation District Oxnard-Hueneme Pipeline system
- One (1) turnout from the Calleguas Municipal Water District water system

Wastewater Systems:
- The 31.7 million gallon per day Oxnard Wastewater Treatment Plant
- Fifteen (15) sewage pumping stations

Recycled water Systems:
• The Advanced Water Purification Facility (AWPF)
• Twelve (12) miles of recycled water pipeline pressure monitoring

Under the terms of agreement A-7937, ProUsys has been providing on-call and emergency SCADA support for the water, wastewater and recycled water systems including diagnostic testing, programming, software, hardware, instruments, radio and computer network communications, electrical, and computer repair and replacement.

ProUsys has extensive experience in SCADA system design and integration, specifically focused in the water, wastewater and recycled water industries, as well as general process control systems hardware and software. They have performed satisfactorily over the term of the contract. Extension of the existing contract will ensure continuity with the required SCADA services and control City risk through the current fiscal budget. Staff is currently preparing a request for proposal (RFP) for the SCADA system support for next fiscal year.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There is sufficient Fiscal Year 2019-20 budget available to fund this amendment from the Water Operating Fund (601) and the Wastewater Treatment Operating Fund (621) in the following accounts:

Water Operating - 601-6010-842.8209 ($60,000)
Water Operating, Recycled Water - 601-6012-842-8209 ($60,000)
Wastewater Treatment Operating - 621-6202-842-8209 ($60,000)

COMMITTEE OUTCOME

The Public Works & Transportation Committee approved 3-0 on 12/10/2019, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. CA & Consultant Signed ProUsys, Inc. - A-7937(A1)
2. Fully Executed ProUsys - A-7937

Agreement No. A-7937

FIRST AMENDMENT TO CONSULTING SERVICES

This First Amendment ("First Amendment") to the Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of ____________, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and ProUsys, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on March 7, 2019, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "February 27, 2019," is deleted and replaced with the date, "June 30, 2020."

2. In Section 14 of the Agreement, the amount "$600,000," is deleted and replaced with "$780,000."

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. A-7937

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

CITY OF OXNARD

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

ATTEST:

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

APPROVED AS TO FORM:

11-19-19

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

PROUSYS, INC.

11/21/19

Kevin A. Mueller, President,[2] Date

Laural Pedersen

11/19/2019

Laural Pedersen, Secretary Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2] The City requires the following for any contract:

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

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

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

CITY OF OXNARD

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

ATTEST:

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

APPROVED AS TO FORM:

11-19-19

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

PROUSYS, INC.

Kevin A. Mueller, President,[2] Date

Laural Pedersen, Secretary Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2] The City requires the following for any contract:

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

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

Agreement No. A-7937

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 7th day of March, 2017, by and between the City of Oxnard, a municipal corporation (**"City"**), and ProUsys Inc. (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with the Water Division Manager and Wastewater Division Manager (individually **"Manager"** or collectively **"Managers"**), subject to the direction of the City Manager or Department Director.

COUNCIL APPROVED
3/7/2017 KD
DATE

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies the Manager that issued the Notice to Proceed of such delays.

9. Principal in Charge

Consultant hereby designates Kevin A. Mueller, President as its principal-in-charge and person responsible for necessary coordination with Managers.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on March 7th, 2017 and expire on February 27, 2020.

13. Termination

a. This Agreement may be terminated by City without cause if either Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

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

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $600,000 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality

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, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation pricing, margins, marketing plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans 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 (i) is disclosed to the Consultant or (ii) developed by Consultant at the City's expense.

b. All information provided by the Consultant or developed by the Consultant at the expense of the City 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 its 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 the City and not subject to restrictions on further use or disclosure; (iii) is independently developed by Consultant; or (v) is required by law to be disclosed to any governmental agency, or required by court order, a court-issued subpoena or other legal process to be disclosed, provided that before making such disclosure, Consultant shall immediately provide the City with written notice and a reasonable opportunity for the City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is impermissible by law or court order.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the 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 shall survive the termination of this Agreement.

21. Indemnity

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

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

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

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

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

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

City and Consultant agree that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email, or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original, executed copy of this Agreement for all purposes.

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to ProUsys Inc., 4700 New Horizon Blvd, Bakersfield, CA 93313, Attention: Karissa Griffith.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department, 305 West Third Street, 3rd Floor, East Wing, Oxnard, California 93030.

41. Amendment

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

42. Entire Agreement

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

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

James Throop, Risk Manager

APPROVED AS TO AMOUNT:

for Ruth Osuna

Greg Nyhoff, City Manager

APPROVED AS CONTENT:

Daniel Rydberg

Dan Rydberg, P.E., PW Director

PROUSYS, INC.

Kevin A. Mueller, President

Laural Pedersen, Secretary

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APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPROVED AS CONTENT:

Daniel Rydberg

Dan Rydberg, P.E., PW Director

PROUSYS, INC.

Kevin A. Mueller, President

L. Pedersen

Laural Pedersen, Secretary

EXHIBIT A

SCOPE OF SERVICES

SCADA SYSTEM SUPPORT

Consultant shall provide on call and/or emergency support including software, hardware, instrumentation, radio, computer network communications, electrical, and computer repair or replacement services for water treatment plant, water blending stations, wastewater treatment plant, wastewater lift stations, and Advanced Water Purification Facility (AWPF). Consultant shall be available year-round and available on a 24-hour/7-day basis. For emergency services, a 30-minute maximum call back response time with a 2-hour maximum on-site response is required. For on call services, services shall be scheduled to occur within two weeks. Consultant shall provide best management practices in protecting the SCADA system when using non-City computers or peripherals.

SCADA INTEGRATION SERVICES

Consultant will provide Supervisory Control and Data Acquisition (SCADA) integration services, including trouble shooting, programming, report generation, report writing, support, and modifications for water treatment plant, water blending stations, wastewater treatment plant, wastewater lift stations, Advanced Water Purification Facility (AWPF) on an on call and/or emergency basis.

Services shall include, but are not limited to:

Water System

System-Wide
- Calibrate/replace instrumentation, sensors and switches (pressure, flow, level and temperature)
- Calibrate/refurbish/replace chemical (pH, conductivity, chlorine, ammonia and chloramines) analyzers
- Refurbish/replace Uninterruptible Power Supplies (UPSs)
- Work with City Information Systems Department and Verizon to isolate and remove sources of SCADA network dropouts
- Analyze power monitor data for real-time efficiency and time-of-use (TOU) evaluation
- Calibrate water system instrumentation

Water Campus
- Evaluate and repair communication network – coordinate with Verizon and City Information Systems regarding upgrading network switches

Blending Station No. 1 Desalter
- Isolate reverse osmosis (RO) skids Flex Input/Output (I/O) from SCADA local area network (LAN)
- Solve ControlNet module lockups
- Refurbish/replace flow control valves

Blending Station No. 3

- Calibrate water system instrumentation

Blending Station No. 5

- Calibrate water system instrumentation

Blending Station No. 6

- Clean up analog and digital control wiring
- Integrate pressure and conductivity data into Calleguas Municipal Water District (CMWD) backfeed control loop
- Develop BS No. 6 bypass scheme for backup CMWD supply to BS No. 1

Wellfield #2

- Clean up analog and digital control wiring
- Integrate pressure and conductivity data into Calleguas Municipal Water District (CMWD) backfeed control loop

Wastewater System

Wastewater Treatment Plant

- Calibrate/replace instrumentation, sensors and switches (pressure, flow, level and temperature)
- Refurbish/replace Uninterruptible Power Supplies (UPSs)
- Clean-up bad tags that are causing errors
- Evaluate opportunities to extend City's fiber backbone to remote sites (lift stations, flow monitoring, etc.)

Recycled Water System

Advanced Water Purification Facility (AWPF)

- Calibrate/replace instrumentation, sensors and switches (pressure, flow, level and temperature)
- Refurbish/replace Uninterruptible Power Supplies (UPSs)
- Clean-up bad tags that are causing errors
- Evaluate opportunities to extend City's fiber backbone to remote sites (lift stations, flow monitoring, etc.)

EXHIBIT B

HOURLY RATE SCHEDULE
(Computer Use Included)

Project Administration

Project Manager	$105
Project Lead	$95
Project Assistant	$45

Engineering

Engineering Manager	$125
Sr. Project Engineer	$120
Project Engineer II	$100
Project Engineer I	$85

Instrumentation Electrical Technician (IET) Field Services

Sr. Communications Technician	$90
Sr. Automation Technician	$85
Automation Technician	$80

Electrical Services

Electrical Foreman	$90
Electrical Journeyman	$75
Electrical Apprentice	$60

Software

Sr. Systems Analyst	$120
Systems Analyst II	$110
System Analyst I	$100

Design

Lead Designer	$90
Designer II	$75
Drafter I	$60

Shop Services

Fabrication Foreman	$70
Fabricator II	$60
Fabricator I	$50

Equipment/Services

Travel Expenses	At cost
Mileage	$1.25/mile or $20/hour for Service Truck
Materials/Equipment	Cost plus 20% markup and applicable taxes
Other	

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 gainst claims for injuries to persons or damages to property which may arise from or in connection with the performance of services ereunder 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 ingle limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services)ffice Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply eparately 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 roperty damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability overage (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 missions 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 n an amount not less than $1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original ndorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be igned by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached orms 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 t any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

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

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best ating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or imits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the ndorsement 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.

12/16

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

:ertificates of Insurance

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

:ndorsement Forms

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

NS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

RODUCER

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.

ODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

SURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

OVERAGES

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

O TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	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) $
	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 $
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ $500,000 & listed sub-consultant

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

ERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. ________
00 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rev. 12/16 INS-A.doc

SUBMIT IN DUPLICATE

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

:NERAL LIABILITY SPECIAL ENDORSEMENT)R THE CITY OF OXNARD (the "City")

:ODUCER

ephone:

\MED 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

'PE OF INSURANCE

.NERAL LIABILITY
COMMERCIAL GENERAL LIABILITY ☐ Claims Made
COMPREHENSIVE GENERAL LIABILITY Retroactive Date ________
OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

)VERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
GENERAL		
PRODUCTS/COMPLETED OPERATIONS		
PERSONAL & ADVERTISING INJURY		
FIRE DAMAGE		
________		
________		

OTHER PROVISIONS

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

Name: ____
Address:

Telephone: (____)____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities formed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) mises 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)roken 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 unteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. ɘ inclusion of any person or organization as an insured shall not effect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior tten notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage ›vided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

:cept 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 ıdorsement is attached.

NDORSEMENT HOLDER

ITY OF OXNARD
ttn: Risk Manager
Reference No.________
00 W. Third Street, Suite 302
ʼxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____________________

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

Signature ____
(original signature required)
Telephone: (____) __________ Date Signed: ________________

Rev. 12/16

INS-A.doc

SUBMIT IN DUPLICATE

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

UTOMOBILE LIABILITY SPECIAL ENDORSEMENT OR THE CITY OF OXNARD (the "City")

RODUCER

elephone:

AMED 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

YPE OF INSURANCE

COMMERCIAL AUTO POLICY
BUSINESS AUTO POLICY
OTHER

IMIT OF LIABILITY

____________ per accident, for bodily injury and property damage.

OTHER PROVISIONS

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

consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any ndorsement 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 tivities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) emises 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 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 volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. e inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior ritten notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage ovided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

xcept 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 ndorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. _______
00 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____________

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

Signature ____
(original signature required)

Telephone: ( ) Date Signed ____________

ITEM #K-9

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Niagara Risk Management, Inc 777 Canal View Blvd, Suite 100 Rochester NY 14623	CONTACT NAME: Louise Cook PHONE (A/C, No, Ext): (585)546-3747 FAX (A/C, No): (585) 424-2798 E-MAIL ADDRESS: Louise.cook@fnrm.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Lloyds of London — AA1122000 A
INSURED ProUsys, Inc. 1700 New Horizon Blvd Bakersfield CA 93313	INSURER B: Federal Insurance Company — 20281 A++
	INSURER C: Evanston Insurance Co — 35378 A
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 16-17 Liab Master REVISION NUMBER: 2 2/2/16 lc

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; X PRO-JECT; X LOC; OTHER:	X		ESE02169751	1/31/2016	1/31/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 6,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Pollution Liability	$ 1,000,000
B	AUTOMOBILE LIABILITY; X ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; HIRED AUTOS; NON-OWNED AUTOS	X		73565865	1/31/2016	1/31/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB; X OCCUR; X EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $			MKLV10LE106138	1/31/2016	1/31/2017	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	71725208 Coverage includes ND Stop Gap Liability	1/31/2016	1/31/2017	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability			ESE02169751	1/31/2016	1/31/2017	Each Claim	2,000,000
							Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Oxnard, its City Council, officers, employees, agents & volunteers are Additional Insureds under General Liability coverage(s) on a primary and non-contributory basis, including completed operations, with respect to work performed for them by the Named Insured when required by executed contract. City of Oxnard, its City Council, officers, employees, agents & volunteers are Additional Insureds under Auto Liability on a primary basis when required by executed contract. Waiver of Subrogation applies in favor of City of Oxnard, its City Council, officers, employees, agents & volunteers & applies to Workers' Compensation coverage(s) when required by executed written contract.

CERTIFICATE HOLDER	CANCELLATION
[E] City of Oxnard Attn: Risk Manager Reference No. A-7937 300 W Third Street Suite 302 Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Bruce Rogers/LCOOK Bruce W. Rogers

ACORD 25 (2014/01)
INS025 (201401)

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.10.

DATE: January 7, 2020

TO: City Council

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

SUBJECT: Approval of Agreement No. 8819-19-PW with Anderson Refrigeration, Inc.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement No. 8819-19-PW with Anderson Refrigeration, Inc., for a four (4) year term for an amount not to exceed $200,000, to extract and remove refrigerant from appliances collected at the Del Norte facility. (Public Works & Transportation Committee approved 3-0)

BACKGROUND

The Environmental Resources (ER) Division is responsible for the collection, processing and transfer of residential, commercial and industrial solid waste, recyclables and organic/greenwaste within the City limits. The ER Division also operates the City's Del Norte Regional Recycling and Transfer Station (Del Norte) which is a material recovery facility (MRF). The Del Norte facility is permitted to accept 2,779 total tons per day of solid waste, recyclables and organic/greenwaste material. Currently, the Del Norte facility receives, processes and transfers an average of 1,100 tons per day of solid waste.

The Del Norte facility receives, processes, and transfers approximately 2,000 cooling appliances annually; each requires refrigerant extraction prior to further processing. The California Department of Toxic Substances Control (DTSC) and Federal and State Environmental Protection Agencies (EPA) regulations make it illegal to discharge refrigerants into the atmosphere because they contribute to global warming. Therefore, all such appliances containing refrigerant must be serviced for refrigerant extraction and removal by a licensed professional using certified equipment and processes. Refrigerants must then be deposited of at a consolidation facility, such as a refrigerant manufacturer, supplier, wholesale distributor, refrigerant recovery company, or at an EPA designated reclamation facility. Once the refrigerant is extracted and removed, the appliance is further processed and recycled for its scrap metal components.

DISCUSSION

On March 4, 2019, the City issued a Request for Bid (RFB) No. ER 19-60. The scope of work included supplying all labor, equipment, materials and incidentals necessary to extract and remove refrigerant from appliances collected at the Del Norte facility.

The RFB was publicly posted on the PublicPurchase.com website, where the solicitation was sent directly to 11 potential bidders. An additional 9 potential bidders were contacted via telephone by staff and were invited to participate. The RFB closed on March 26, 2019. Only one bid response was received. Subsequently, staff reissued the solicitation in an attempt to attract more bidders. The deadline on the reissue of the RFB was April 10, 2019. Two bidders responded to the RFB.

The bid results are summarized as follows:

Vendor	Proposed Price per Appliance Serviced
Anderson Refrigeration, Inc.	$30.00
Kotraba Refrigeration, Inc.	$15.00

Between April and October 2019, staff made numerous contact attempts via telephone and in writing to the first ranked vendor, Kotraba Refrigeration, Inc. to resolve all licensing and insurance requirements. Despite this effort, Kotraba remained non responsive and was formally notified of their disqualification due to their failure to fulfill the City's required licensing and insurance coverage for contract work.

Staff recommends awarding the contract to the second ranked responsive, responsible bidder, Anderson Refrigeration, Inc.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There is sufficient Fiscal Year 2019-20 budget available in the Environmental Resources Enterprise Fund (Account Number 631-6301-842-8209-Contractual Services-Other Professional) to cover the $50,000 cost for the current fiscal year. The remaining costs for refrigerant extraction through the term of the contract will be included in the future budgets of Fiscal Years 2020-21, 21-22, and 22-23 (not to exceed $50,000 per fiscal year).

COMMITTEE OUTCOME

The Public Works & Transportation Committee approved 3-0 on 12/10/2019, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. CA & Vendor Signed Anderson Refrigration, Inc. - 8819-19-PW
2. Anderson Refrigeration, Inc. Bid Response 19-60R

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: January 7, 2020

(2) Vendor: Anderson Refrigeration, Inc.

(3) Services: Refrigerant recovery and extraction from appliances located at City waste yard at 111 South Del Norte Boulevard, Oxnard, California 93030

(4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein

(5) Agreement Ending Date: January 6, 2023

(6) Total Agreement Amount: Not to exceed $50,000 annually, for a total of $200,000 for the term of this agreement

(7) City's Project Manager: James Torrez

(8) Vendor's Project Manager: Ricardo Valdez

(9) Insurance Coverage: INS-I

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.

☒ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.

☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are <u>not</u> incorporated and are <u>not</u> required.

(11) Addresses for Notice:

FOR VENDOR:

567 W. Channel Islands Boulevard #227
Port Hueneme, CA 93041
Attn: Ricardo Valdez, President

FOR CITY:

111 South Del Norte Boulevard
Oxnard, CA 93030
Attn: James Torrez, Environmental Resources MRF Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

andersonac63@yahoo.com

CITY'S PROJECT MANAGER:

james.torrez@oxnard.org

The Agreement for Trade 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
☒ Schedule of Services Exhibit
☐ Living Wage Policy Exhibit
☒ Prevailing Wages Exhibit
☒ Insurance Exhibit (INS-I)

AGREEMENT FOR TRADE SERVICES

This Agreement for Trade 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) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor 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. 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.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor 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.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor 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 Vendor 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 Vendor and its employees, agents and subcontractors. Vendor 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 Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

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

8. Non-Appropriation of Funds. Payments to be made to Vendor 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 or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor'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 Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor 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 Vendor'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 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. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor 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 Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

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

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor 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 Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor 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 Vendor, City shall pay Vendor 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 Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor 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 Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the 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 Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. 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. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor 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 17.

b. Vendor 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 Vendor 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 Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

d. Vendor 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. Vendor 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. Vendor 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, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

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

18. 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 Vendor or is developed by Vendor 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 Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (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 Vendor 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, Vendor 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. Vendor 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 Vendor. 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 Vendor in reliance on any Confidential Information disclosed under this Agreement.

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

19. Independent Contractor. Vendor 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 Vendor or any of its employees, except as stated in this Agreement. Vendor 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 Vendor, 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 Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor 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. Vendor and its employees are not employees of City. Vendor 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. Vendor 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. Vendor agrees to pay all required taxes on amounts paid to Vendor 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. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor'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 Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq*., the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. <u>Nondiscriminatory Employment.</u> Vendor 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. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. <u>Vendor's Representations</u>. Vendor represents, covenants and guarantees that: a) Vendor 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 Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor 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.

23. <u>Compliance with Laws</u>. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. <u>Conflict of Interest</u>. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor 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 Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor 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 Vendor "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 Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor 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 Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

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

29. 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.

30. 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.

31. Force Majeure. Neither City nor Vendor 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.

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

33. 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.

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

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor 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.

36. 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.

37. 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 Vendor 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 Vendor, 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.

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

39. 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) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. 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 either of City or Vendor's Project Managers' emails listed in "(12) 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.

41. 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

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ _______________, Buyer

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney 11-19-19
Date

ANDERSON REFIGERATION, INC.

Ricardo Valdez, President 11-19-19
Date

Patricia Valdez, Secretary 11/19/19
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.

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SCOPE OF SERVICES EXHIBIT

Service Description. Vendor shall be responsible for all aspects of the recovery and extraction of refrigerant from appliances collected at the City of Oxnard Environmental Resources Division, located at 111 South Del Norte Boulevard, Oxnard, California 93030 (Del Norte Facility). Vendor shall load recovered and extracted refrigerant into Vendor's vehicle and be solely responsible for the proper disposal of extracted refrigerant, per U.S. Environmental Protection Agency regulations (40 CFR Part 82, Subpart F) under Section 608 of the Clean Air Act. Vendor must be in possession of a C-20 - Warm-Air Heating, Ventilating and Air-Conditioning Contractor license, or a C-38 - Refrigeration Contractor license, issued by the Department of Consumer Affairs - Contractors State License Board, and any other licenses as set forth in Section 23. of this agreement. In addition, EPA regulations (40 CFR Part 82, Subpart F) under Section 608 of the Clean Air Act require that technicians who maintain, service, repair, or dispose of equipment that could release ozone depleting refrigerants into the atmosphere must be certified. Furthermore, equipment used to extract, recover, and store refrigerant must be EPA certified and approved.

1.

a. Cooperation with Others.

i. All formal communications regarding the execution of work at the Del Norte Facility shall be solely between the City's Project Manager, or Designee and qualified staff member(s) of the Vendor who regularly perform duties at a supervisory level.
ii. Vendor shall not willingly interfere with the City's operations and systems or with City personnel engaged in site operations, equipment maintenance and repair, or with any other parties performing services at the Del Norte Facility.
iii. Vendor's staff shall conduct themselves in a courteous, prompt, safe and efficient manner.
iv. City reserves the right to identify deficiencies or misconduct of Vendor's staff that may negatively impact the operations of the Del Norte Facility and/or the comfort of any staff or guests.
v. City reserves the right to remove any of Vendor's staff from service at the Del Norte Facility found to be perceivably conducting themselves in an unsafe or disorderly manner. Such staff will be reported to Vendor by City. Vendor shall ensure that reported staff does not return Del Norte Facility if requested by City.
vi. City may periodically review the quality of service being provided by Vendor and will have the right to request meetings with Vendor's Owner/Executive Staff on a quarterly basis or as needed to seek ways to improve service.

b. Customer Support.

i. City shall make all service call requests or changes through a designated customer support staff member(s) of the Vendor as mutually agreed upon between City and Vendor.
ii. Customer service representatives shall conduct their communications with City employees in a courteous, prompt, and efficient manner.
iii. Vendor shall provide to the City up-to-date contact information at all times for such services requests including – phone number, email address, facsimile number, or as requested by City.
iv. Customer support shall be available to answer phone calls, emails, facsimile messages Monday through Saturday from 8:00 a.m. to 5:00 p.m. or as requested by City.
v. Vendor shall respond to all City service requests within twenty-four (24) hours and shall use its best efforts to fulfill all requests and resolve all complaints within two business days, failing that, shall keep City informed of progress towards resolution on a regular basis.
vi. City may request in writing to Vendor the assignment of a new customer service representative for any reason, and shall be assigned a new person to the City account of comparable technical skills, work experience, and education within thirty (30) days of request.

SCOPE OF SERVICES EXHIBIT (CONT.)

c. Maintenance of Records.

i. Vendor shall maintain a detailed record of all refrigerant extraction services performed during the term of the contract.

ii. At a minimum, records should contain:
   a. Number of recoveries and extractions performed per service call
   b. Names of Vendor employee(s) who performed service
   c. Date service was performed
   d. Name of City staff who scheduled service call
   e. Special notes of incidents/remarkable events

RATES AND COSTS EXHIBIT

Vendor shall furnish all labor, materials, supplies and equipment, and perform operations necessary to satisfactorily complete the work as required for the rate furnished below:

Recovery, Extraction and Disposal of Refrigerant from Appliances	
Price Per Appliance Unit Serviced	**$ 30.00**

SCHEDULE OF SERVICES EXHIBIT

1. Vendor shall provide services during scheduled business hours Monday through Saturday from 8:00 a.m. to 5:00 p.m. on an on-call basis. Del Norte is closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

INSURANCE EXHIBIT

INSURANCE REQUIREMENTS FOR VENDORS (WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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. 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. Vendor 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-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

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

4. Vendor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-I 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 coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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 you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-I.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 [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	OTHER					

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._______
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

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		
☐ ____________		
☐ ____________		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: ____________
Address: ____________
Telephone: ( )

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED**. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST**. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE**. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES**. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.________
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____________

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

Signature ____________________
(original signature required)

Telephone: ( ) Date Signed ____________

Rev. 10/19 INS-I.doc

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

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

OTHER PROVISIONS

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

Name: ____________

Address: ____________

Telephone: ( ) ____________

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: 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 ______________

Submitted 3-20-19

City of Oxnard
Request for Bid
ER 19-60

Refrigerant Recovery and Extraction

Bid Close Date: March 26, 2019
By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030

www.oxnard.org

Solicitation opportunities: https://www.oxnard.org/rfps-and-rfqs/

ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.

iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. ***BIDDER'S RESPONSE:***	N/A
ii. ***BIDDER'S RESPONSE:***	President
iii. ***BIDDER'S RESPONSE:***	28 years in Business
iv. ***BIDDER'S RESPONSE:***	2000 Cabot place, oxnard, CA.

C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE:	N/A

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

BIDDER'S RESPONSE:	NO

E. List the members of your organization who are authorized to negotiate and execute an Agreement.

BIDDER'S RESPONSE:	Erik Valdez

ATTACHMENT A
COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

Recovery and Extraction of Refrigerant from Appliances	
Price Per Appliance Unit Serviced	**$** 30.00

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	____________	#03	____________
#02	____________	#04	____________

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

City of Oxnard
Purchasing Department

Solicitation #ER 19-60
Bid Close Date: 05/26/19 at 2:00 pm PT

ATTACHMENT B
COMPANY INFORMATION

Name of Company: Anderson Refrigeration, Inc.

Address: 567 W. Channel Islands Blvd #227, Port Hueneme, CA. 93041

Service to provide: Recover Refrigerant From units.

Main Point of Contact: Rick Valdez

Fed Tax ID: 455329208 City Tax ID: 19-00107302

E-mail: andersonac63@yahoo.com Phone: (805) 984-1329

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

23.0 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation: (Bidder can add as many sections to this bid response box as they need to state all employees providing services.)

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

a. ***BIDDER'S RESPONSE:*** Service Tech

b. ***BIDDER'S RESPONSE:*** Service, Recover Refrigerant From Units.

c. ***BIDDER'S RESPONSE:*** 6 yrs, Experience

d. ***BIDDER'S RESPONSE:***	EPA Certification / Contractors license

e. ***BIDDER'S RESPONSE:***	Recovery Equipment, Tanks already in stock.

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

CERTIFICATIONS

I, Rick Valdez, a duly authorized agent of Anderson Refrigeration, Inc.
Printed Name of Agent/Officer **Name of Organization**

hereby certify that Anderson Refrigeration, Inc. by submission of this proposal in response to the
Name of Organization
solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: RValdez Date: 3-18-19

Title of Agent/Officer: President

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

CITY OF OXNARD CALIFORNIA

City of Oxnard
Purchasing Department

Solicitation #ER 19-60
Bid Close Date: 05/26/19 at 2:00 pm PT

ATTACHMENT C
REFERENCES

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

Reference 1	
Company name:	True Manufacturing Company
Address:	2001 E Terra Ln.
Contact person:	Kevin Gonzales
Email address:	Kgonzales@truemfg.com
Telephone address:	(314) 409 - 5741
Project name:	True warranty service calls
Dates worked performed:	All year around
Summary of scope of services:	Recover Refrigerant From warranty units to Repair
Project cost:	$20,000.00

Reference 2	
Company name:	Saticoy Country Club
Address:	4450 Club house Dr,
Contact person:	Pat musgrove
Email address:	Pmusgrove@the saticoy club.com
Telephone address:	(805) 485-4956
Project name:	Recover Refrigerant From Old Equipment
Dates worked performed:	1-10-19
Summary of scope of services:	Gas Recovery From old Bar Cooler
Project cost:	$ 1,000.00

Reference 3	
Company name:	The Dug out Restaurant
Address:	109 Cochran st, Simi Valley
Contact person:	Randy Tennant

Rev Date: 02 26 19

City of Oxnard
Purchasing Department

Solicitation #ER 19-60
Bid Close Date: 05/26/19 at 2:00 pm PT

Email address:	tennantrandy@yahoo.com
Telephone address:	(805) 857-0902
Project name:	Recover Refrigerant for Cooler Coolers.
Dates worked performed:	2-13-19
Summary of scope of services:	Recover Refrigerant for Coolers, to Replace Compressor and Valves
Project cost:	$3,000.00

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

BIDDER'S RESPONSE:	N/A

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

BIDDER'S RESPONSE:	N/A

City of Oxnard
Purchasing Department

Solicitation #ER 19-60
Bid Close Date: 05/26/19 at 2:00 pm PT

ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _______ No __X__

1. If so, explain the circumstances:

Rev Date: 02 26 19

CITY OF
OXNARD
CALIFORNIA

City of Oxnard
Purchasing Department

Solicitation #ER 19-60
Bid Close Date: 05/26/19 at 2:00 pm PT

ATTACHMENT E

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Rick Valdez

depose and say that I am President
("Sole Owner", "A Partner", "President", or other proper title)

of Anderson Refrigeration, Inc.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

RValdez
Signature

Rev Date: 02 26 19

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.11.

DATE: January 7, 2020

TO: City Council

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

SUBJECT: Award Solicitation PW 20-12 for Supply of Chemicals Required for Water, Recycled Water and Wastewater Treatment.

RECOMMENDATION

That the City Council would approve and authorize the Mayor to execute the following:
1. Purchase Orders to the following vendors for supply and delivery of chemicals to the City of Oxnard Wastewater Treatment Plant (OWTP), Headworks Facility, Advanced Water Purification Facility (AWPF), Water Campus and Water Blending Station No. 3, for a three (3) year period, at the following estimated costs:
  a) Argo Chemicals, Inc. ($148,293.60)
  b) King Lee Technologies ($352,796.28)
  c) Miles Chemical Company ($115,649.46)
  d) Northstar Chemical ($208,159.58)
  e) PVS Technologies ($349,927.50); and
2. Award Change Orders to the following vendors with three (3) year adjusted estimated totals:
  a) JCI Jones Chemicals, Inc. PO #7476 (increasing by $103,275.90 from $398,686.02 to $501,961.92)
  b) Univar USA, Inc. PO # 7478 (increasing by $56,239.30 from $431,734.88 to $487,974.18); and
3. Authorize the Purchasing Manager to approve annual unit cost adjustments that remain within the Not To Exceed Limit of all Purchase Orders combined.
(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The City of Oxnard utilizes three sources of water to serve its customers: groundwater from the City's wells, groundwater delivered by the United Water Conservation District (UWCD) and imported surface water delivered by Calleguas Municipal Water District (CMWD). The City owns and operates six blending stations where the Water Division blends its three sources of water. The Water Division uses the following chemicals:

• Sodium hydroxide solution for pH balance
• Sodium hypochlorite and solutions for disinfection
• Aqueous ammonia for disinfection
• Antiscalant for membrane treatment

The OWTP provides primary and secondary treatment. Primary treatment consists of settling tanks to remove inorganic materials and heavy solid materials. Secondary treatment consists of biological treatment and settling tanks to remove soluble organics. The OWTP utilizes the following chemicals:

• Sodium hydroxide solution for odor control

• Ferric chloride to enhance primary treatment and odor control
• Ferrous chloride for odor control along major sewer pipelines
• Sodium hypochlorite for disinfection of treated wastewater
• Sodium bisulfite to dechlorinate disinfected wastewater before discharging into the ocean outfall pipeline

The AWPF provides recycled water treatment which consists of membrane filtration and reverse osmosis, followed by advanced oxidation and disinfection to remove dissolved organics, minerals and viruses. The AWPF utilizes the following chemicals:

• Sulfuric acid solution for pH control
• Hydrogen peroxide for advanced oxidation disinfection
• Sodium hydroxide, sodium hypochlorite, sodium bisulfite and citric acid solutions for microfiltration and reverse osmosis membrane cleaning
• Antiscalant for membrane treatment

Every three (3) years, the Public Works Department conducts a formal solicitation for chemical products applied in the treatment of potable and non-potable water managed by the Department's Water and Wastewater divisions. With the November 14, 2019 expiration of the current contracts, the Department planned for the solicitation process to begin in spring 2019 and conclude with new purchase orders issued before the term ending of the current contracts. However, due to the size of the solicitation, encompassing both divisions, more than expected time required by staff to collect the most accurate annual chemical volumes and cost estimates, reduced staff capacity in Purchasing and a lengthy cost analysis, project milestones were delayed. Division management were directed to store enough chemical stock to cover the remainder of November and early December 2019, since purchase orders would not be ready by November 14.

DISCUSSION

In spring 2019, the Purchasing Division, on behalf of the Public Works Department, solicited chemical bids for the water, wastewater and recycled water treatment. The City opened bid on September 19, 2019. Fifteen (15) vendors submitted bids on nineteen (19) chemical bid items. Subsequently, nine (9) vendors were identified as the lowest responsive and responsible bidders. Due to the high volume of bids, staff was not able to complete bid evaluation and submit purchase orders to Public Works and Transportation Committee for approval prior to the expiration of the existing purchase orders.

On November 19, 2019, the City Council approved the supply and delivery of crucial chemicals. This Agenda item is for the supply and delivery of chemicals that were not time-critical (due to supply and shelf life) and whose delivery could wait for the time it takes to go to Committee.

The table below lists the locations, the chemicals, the estimated costs per fiscal year and the total for three years.

Location	Chemical	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Water Campus/BS#3	Aqueous ammonia	$29,400.00	$48,510.00	$50,935.50	$19,448.10
Water Campus	Antiscalant	$33,843.75	$55,842.19	$58,634.30	$22,387.64
Water (AWPF)	Antiscalant	$36,100.00	$59,565.00	$62,543.25	$23,880.15
Water (AWPF)	Hydrogen peroxide	$22,928.13	$37,831.41	$39,722.98	$15,166.95
Water (AWPF)	Citric acid	$41,268.75	$68,093.44	$71,498.11	$27,299.28
Water (AWPF)	Sodium bisulfite	$5,906.25	$9,745.30	$10,232.57	$3,906.98
Water (AWPF)	Caustic soda 25%	$4,600.00	$7,590.00	$7,969.50	$3,042.90
Water (AWPF)	Caustic Soda 50%	$5,243.50	$8,651.77	$9,084.35	$3,468.58

Water (AWPF)	Sodium hypochlorite	$4,625.00	$7,631.25	$8,012.81	$3,059.44
Wastewater (OWTP)	Sodium bisulfite	$11,250.00	$18,562.50	$19,490.62	$7,441.88
Wastewater (Collection)	Ferrous chloride	$69,375.00	$114,468.75	$120,192.19	$45,891.56
				TOTAL	**$1,334,341.61**

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The estimated cost of $264,540.38 for Fiscal Year 2019-20, will be charged to the following accounts:

$63,243.75 - Water (Account 601-6001-843.81-06)
$120,671.63 - Advanced Water Purification Facility (Account 601-6012-843.81-06)
$11,250 - Wastewater Treatment (Account 621-6202-843.81-06)
$69,375 - Wastewater Collections (Account 611-6103-843.81-06)

There is sufficient Fiscal Year 2019-20 budget available in the Water Operating Fund (601), Wastewater Collection Operating Fund (611), and the Wastewater Treatment Operating Fund (621). The total cost for three (3) years for these chemicals is $1,334,341.61. Future balance requirements will be budgeted accordingly in fiscal years 2020-21 and 2021-22.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on December 10, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS
1. PO 7501 Argo Chemical
2. PO 7500 King Lee Chemical Co.
3. PO 7499 Miles Chemical
4. PO 7498 Northstar Chemical
5. Bid Tabulation - Lowest Responsive Responsible Bidders
6. PW 20-12 Chemical Supply and Delivery_8 19 19 Final
7. PO 7478 Change Order 1 Univar USA
8. PO 7524 PVS_California Water Tech
9. PO 7476 Change Order 1 JCI Jones

ITEM #K-11

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007501

DATE: 11/26/2019

VENDOR PHONE: (661)322-2222
VENDOR FAX: (661)322-2303
VENDOR #: 19249
VENDOR ADDRESS: ARGO CHEMICAL, INC.
30933 IMPERIAL STREET
BAKERSFIELD, CA 93263

SHIP TO: WATER DIVISION
251 S. HAYES AVENUE
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
12/10/2022	0000004758	11/20/2019	
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	60160018438106		LISA BOERNER

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	29,400.00 / DL	AQUEOUS AMMONIA DEL TO THE WATER CAMPUS & BS#3	1.0000	29,400.00

RFB #PW 20-12 PENDING COUNCIL APPROVAL
NTE FY 19/20 $47,040
NTE FY 20/21 $49,392
NTE FY 21/22 $51,861.60
TOTAL NTE $148,293.60

TOTAL PURCHASE AMOUNT **$29,400.00**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE. ______________________

ee to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
      ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
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10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
   a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
   b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
   c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
   d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

ITEM #K-11

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007500

DATE: 11/26/2019

VENDOR PHONE: (858)693-4062
VENDOR FAX: (858)693-4917
VENDOR #: 10974
VENDOR ADDRESS: KING LEE CHEMICAL COMPANY
P.O BOX 146
DEL MAR, CA 92014

SHIP TO: VARIOUS LOCATIONS
VARIOUS LOCATIONS
SEE DESCRIPTION
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
12/10/2022	0000004757	11/20/2019	
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		LISA BOERNER

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	33,843.75 / DL	ANTISCALANT DEL TO THE WATER CAMPUS & BS#3	1.0000	33,843.75
2	36,100.00 / DL	ANTISCALANT DELIVERY TO THE AWPF	1.0000	36,100.00

RFB #PW 20-12 PENDING COUNCIL APPROVAL
NTE FY 19/20 $111,910
NTE FY 20/21 $117,505.50
NTE FY 21/22 $ 123,380.78
TOTAL NTE $240,886.28

TOTAL PURCHASE AMOUNT	**$69,943.75**

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO.
007500

DATE: 11/26/2019

VENDOR PHONE: (858)693-4062
VENDOR FAX: (858)693-4917
VENDOR #: 10974
VENDOR ADDRESS: KING LEE CHEMICAL COMPANY
P.O BOX 146
DEL MAR, CA 92014

SHIP TO: VARIOUS LOCATIONS
VARIOUS LOCATIONS
SEE DESCRIPTION
OXNARD, CA 93030

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DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
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FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		LISA BOERNER

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE. _______________________

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PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO.
007500

DATE: 11/26/2019

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VENDOR #: 10974
VENDOR ADDRESS: KING LEE CHEMICAL COMPANY
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VARIOUS LOCATIONS
SEE DESCRIPTION
OXNARD, CA 93030

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DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
12/10/2022	0000004757	11/20/2019	
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		LISA BOERNER

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

Account	Project	Amount
60160018438106		33,843.75
60160128438106		36,100.00

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ITEM #K-11

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO.
007499

DATE: 11/26/2019

VENDOR PHONE: (818)504-3355
VENDOR FAX: ( ) -
VENDOR #: 21537
VENDOR ADDRESS: MILES CHEMICAL
12801 RANGOON STREET
ARLETA, CA 91331

SHIP TO: AWPF
ADVANCED WATER
PURIFICATION FACILITY
5700 S. PERKINS ROAD
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
12/10/2022	0000004756	11/20/2019	
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	60160128438106		LISA BOERNER

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	22,928.13 / DL	HYDROGEN PEROXIDE DELIVERY TO THE AWPF	1.0000	22,928.13

RFB #PW 20-12 PENDING COUNCIL APPROVAL
NTE FY 19/20 $36,685
NTE FY 20/21 $38,519.25
NTE FY 21/22 $ 40,445.21
TOTAL NTE $115,649.46

TOTAL PURCHASE AMOUNT **$22,928.13**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE. ________________________

ee to the attached terms and conditions of the City of Oxnard

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TERMS AND CONDITIONS

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ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
    a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
    b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
    c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
    d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

ITEM #K-11

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007498

DATE: 11/26/2019

VENDOR PHONE: (503)625-3770
VENDOR FAX: (503)625-1478
VENDOR #: 22655
VENDOR ADDRESS: NORTHSTAR CHEMICAL
14200 SW TUALATIN
SHERWOOD ROAD
SHERWOOD, OR 97140

SHIP TO: MULTIPLE LOCATIONS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
12/10/2022	0000004755	11/20/2019	JULIE DEBELLIS
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	60160128438106		LISA BOERNER

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	41,268.75 / DL	CITRIC ACID DELIVERY TO THE AWPF	1.0000	41,268.75

Ship to: VARIOUS LOCATIONS SEE DESCRIPTION OXNARD, CA 93030

RFB #PW 20-12 PENDING COUNCIL APPROVAL
NTE FY 19/20 $66,303
NTE FY 20/21 $69,332
NTE FY 21/22 $ 72,798 TOTAL NTE $208,160

TOTAL PURCHASE AMOUNT	**$41,268.75**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE. ______________________

ee to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
      ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
   a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
   b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
   c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
   d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

ITEM #K-11

BID TABULATION - LOWEST RESPONSIVE AND RESPONSIBLE

Inflation Factor
1.05

Approximate Annual Quantity (Gallons)	Avg. # of Deliveries per Month	Unit Price per Gallon	Annual Extended Price	Other Costs	Total Annual Costs 19/20	20/21	21/22	Total	Cost Ranking
24,000	1	$1.9600	$47,040.00	$0.00	$47,040.00	$49,392.00	$51,861.60	$148,293.60	1
110,000	2	$0.9200	$101,200.00	$0.00	$101,200.00	$106,260.00	$111,573.00	$319,033.00	1
20,000	4	$0.9000	$18,000.00	$0.00	$18,000.00	$18,900.00	$19,845.00	$56,745.00	1
25,000	2	$0.9200	$23,000.00	$0.00	$23,000.00	$24,150.00	$25,357.50	$72,507.50	1
3,000	2	$0.7400	$2,220.00	$46.62	$2,266.62	$2,379.95	$2,498.95	$7,145.52	1
8,000	2	$0.9200	$7,360.00	$0.00	$7,360.00	$7,728.00	$8,114.40	$23,202.40	1
10,000	3	$0.7400	$7,400.00	$155.40	$7,555.40	$7,933.17	$8,329.83	$23,818.40	1
315,000	6	$1.4600	$459,900.00	$0.00	$459,900.00	$482,895.00	$507,039.75	$1,449,834.75	1
7,500	1	$7.2200	$54,150.00	$0.00	$54,150.00	$56,857.50	$59,700.38	$170,707.88	1
8,000	4	$7.2200	$57,760.00	$0.00	$57,760.00	$60,648.00	$63,680.40	$182,088.40	1
14,500	3	$2.5300	$36,685.00	$0.00	$36,685.00	$38,519.25	$40,445.21	$115,649.46	1
15,500	4	$4.2600	$66,030.00	$0.00	$66,030.00	$69,331.50	$72,798.08	$208,159.58	1
110,000	2	$0.7200	$79,200.00	$1,663.20	$80,863.20	$84,906.36	$89,151.68	$254,921.24	1
233,000	4	$0.7200	$167,760.00	$3,522.96	$171,282.96	$179,847.11	$188,839.46	$539,969.53	1
75,000	1	$1.4800	$111,000.00	$0.00	$111,000.00	$116,550.00	$122,377.50	$349,927.50	1
25,000	1	$1.5400	$38,500.00	$0.00	$38,500.00	$40,425.00	$42,446.25	$121,371.25	1
4,000	1	$2.0974	$8,389.60	$0.00	$8,389.60	$8,809.08	$9,249.53	$26,448.21	1
7,000	2	$1.3500	$9,450.00	$0.00	$9,450.00	$9,922.50	$10,418.63	$29,791.13	1
55,000	1	$1.7900	$98,450.00	$0.00	$98,450.00	$103,372.50	$108,541.13	$310,363.63	1
								$4,409,977.96	

City of Oxnard
Request for Bid
PW 20-12

Chemical Supply & Delivery

Bid Close Date: September 19, 2019
By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030
https://www.oxnard.org/
Solicitation opportunities: https://www.oxnard.org/rfps-and-rfqs/

PREPARATION OF BID

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

Proposed Timeline

DATE	ACTIVITY
August 19, 2019	Release of Solicitation
September 12, 2019	Last day for Questions by Bidders
September 19, 2019	Submission of the Proposal is due to the City of Oxnard Purchasing Division by **2:00 p.m.**
September 23 – 27, 2019	Review of Proposals
September 30, 2019 – October 10, 2019	Agreement Development/Negotiations
November 5, 2019	City Council approval (if necessary, e.g., over $25,000)
November 15, 2019	Contracted work begins

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

1.1 In addition to responding to other sections of this request for bid, **bidder shall submit Attachments A, B, and C, in its entirety, which includes the bid documents and specifications**. Failure to do so may cause rejection of the bid.

1.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. Deviations to the requirements and specifications may be considered, provided that the vendor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered.

1.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

1.4 The bid must be submitted by an authorized agent of the submitting entity.

1.5 Term of Agreement:

It is the intent of the City to issue a non-exclusive agreement for a three (3) year term with pricing locked in for each year, with the option, if agreed upon by both parties, for two (2) additional one-year periods.

Price increases must be sent to the City in advance of the year in which they are applicable. Increases should be received by the City no later than August 31 for the prices to take effect the following November. Increase notices received after August 31 may be rejected by the City. All increases will be tested against the market before acceptance.

1.6 Company Profile

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

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

BIDDER'S RESPONSE:

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

i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and <u>if any contributions</u> were made to the Elected Officials.

ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.

iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. ***BIDDER'S RESPONSE:***

ii. ***BIDDER'S RESPONSE:***

iii. ***BIDDER'S RESPONSE:***

iv. ***BIDDER'S RESPONSE:***

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

BIDDER'S RESPONSE:

DESCRIPTION OF PRODUCT

2.0 The specifications provide for chemical supply and delivery to the Oxnard Wastewater Treatment Plant and the Water Resources Campus in the anticipated amounts as indicated.

SUPPLIER SPECIFICATIONS & GENERAL REQUIREMENTS

3.0 Delivery

a. **Timing**: Product shall be delivered within 48 hours of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 2:00 p.m.
b. **Delivery vehicles**: Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safety transport and deliver specified chemical product. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release.
c. **Delivery Driver**: Shall be trained and experienced in handling specified chemical product, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
d. **Posted Speed Limits**: Shall be observed at all times while driving on agency property. Supplier shall be completely liable for any damage to property or personnel.
e. **Delivery Equipment**: Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks.
f. **Unloading**: Shall be done in a safe manner by Supplier in the presence of a plant operator. Appropriate protective clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
g. **Refusal of delivery**: City will refuse delivery of product if:
    - Product does match the specific gravity.
    - If there is debris in the sample from the delivery truck.
h. **Pay Quantity of Bulk Product Delivered**: Shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. Copies of weigh master's certificates shall be provided with delivery.
i. **Other**: Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.
j. Deliver to the following locations as required:

- City of Oxnard Wastewater Treatment Plant, 6001 South Perkins Road, Oxnard, CA
- City of Oxnard Wastewater Treatment Plant Headworks Facility, 5741 South Perkins Road, Oxnard, CA
- City of Oxnard Advanced Water Purification Facility, 5700 South Perkins Road, Oxnard CA,
- City of Oxnard Water Campus, 251 South Hayes Avenue, Oxnard, CA
- City of Oxnard Blending Station No. 3, 1700 Solar Drive Oxnard, CA

4.0 Quantity

Exact quantities may vary from the estimates given, and may be increased or decreased to meet agency's requirements. No minimum is guaranteed.

5.0 Invoicing

A separate invoice shall be provided for each delivery during contract period.

6.0 Specification

Supplier shall bring apparent error or omissions to City's attention

7.0 Chemical Specification for the following locations:

Water Campus located at 251 South Hayes Avenue
Blending Station No. 3, located at 1700 Solar Drive, Oxnard, California 93030

a. **Aqueous Ammonia 19**%: Estimated annual quantity is 24,000 gallons. Solution should be approximately 19% (NH_4OH) by weight available, suitable for potable water treatment (NSF approved).
b. **Sodium Hydroxide (Caustic Soda) 25%**: Estimated annual quantity is 110,000 gallons. Solution should be approximately 25% ($NaOH$), suitable for potable water treatment (NSF approved).
c. **Sodium Hypochlorite (Bleach) 12.5**%: Estimated annual quantity is 110,000 gallons. Solution should be approximately 12.5% by weight ($NaOCl$), suitable for potable water treatment (NSF approved).
a. **Antiscalant**: Estimated Annual quantity is 7,500 gallons. The antiscalant must be effective and specially formulated for feed water with the highest levels of metal oxides, silica, and scale-forming minerals. The antiscalant must be effective over a wide range of concentrations, and will not flocculate dissolved polymers such as residual coagulants or iron or aluminum-rich silica. The antiscalant must inhibit the polymerizations of reactive silica, and disperse colloidal (non-reactive) silica.

Wastewater Treatment Plant, located at 6001 Perkins Road, Oxnard, California 93033

a. **Ferric Chloride**: Estimated annual quantity is 315,000 gallons (825 dry tons). Solutions should be approximately 40-46% by weight suitable for water treatment. Hydrochloric Acid (HCl) content less than 0.5%. Heavy metal contents less than 200 ppm; Cadmium, chromium (total), colbalt, copper, lead, mercury, silver and zinc. Total metals not to exceed 1,000 ppm. Specific gravity 1.423 at 20˚ F; 1.501 at 4˚C (40-46% by weight). Delivery by bulk tank.

b. **Sodium Bisulfite 25%**: Estimated annual quantity is 20,000 gallons. Solution shall meet a molecular weight of 104.06, density of g/ml (60˚ F) – 1.17-1.20, pH of 4.5-5.5, and technical grade of solutions that shall be suitable for water treatment. Delivery by bulk tank.
c. **Sodium Hydroxide 25%**: Estimated annual quantity is 25,000 gallons. Sodium hydroxide shall comply with ANSI/AWWA Standard B501-98 or most current standard. Delivery by mini-bulk tank.
d. **Sodium Hypochlorite 12.5%**: Estimated annual quantity is 233,000 gallons. Solution should be approximately 12.5 wt% available NaOCl, suitable for water treatment. Delivery by bulk tank.
e. **Ferrous Chloride 32%**: Estimated annual quantity 75,000. Appearance: Clear greenish liquid Odor: Faint hydrochloric acid odor Odor Threshold: pH: <2 Melting Point/Freezing Point: N/A Initial Boiling Point/Range: 104° C (219° F) Flash Point: N/A Evaporation Rate (BuAc=1): N/A Flammability: N/A Lower/Upper Explosive Limit: N/A Vapor Pressure (mmHg): N/A Vapor Density (Air=1): N/A Specific Gravity @ 20o C: 1.18-1.42 Solubility in Water: Soluble Decomposition Temperature: N/A Density at 25o C (77o F): 9.8 -11.8 lbs/gal % Volatiles: N/A Molecular Weight: 126.75 g/mol VOC: N/A

Advanced Water Purification Facility, located at 5700 South Perkins Road, Oxnard, CA 93033.

a. **Citric Acid 50%**: Estimated annual quantity is 15,500 gallons. The citric acid shall be commercial grade, and shall comply with ANSI/AWWA Standard B301-99, or its latest revision or addenda. Delivery by bulk tank
b. **Hydrogen Peroxide 50%**: Estimated annual quantity is 14,500 gallons. Solution shall be suitable for water treatment. Product shall be NSF approved for drinking water applications and meet NSF/ANSI Standard 60 Drinking Water Additives – Health Effects. Delivery by bulk tank.
c. **Sodium Bisulfite 38%**: Estimated annual quantity is 7,000 gallons. Solution shall meet a molecular weight of 104.06, density of g/ml (60° F) - 1.17-1.20, pH of 4.5-5.5, and technical grade solution that shall be suitable for water treatment. Delivery by bulk tank.
d. **Sodium Hydroxide 25%**: Estimated annual quantity is 8,000 gallons. Solution shall be suitable for water treatment. Sodium hydroxide shall comply with ANSI/AWWA Standard B501-98 or most current standard. Delivery by bulk tank.
e. **Sodium Hypochlorite 12.5%**: Estimated annual quantity is 10,000 gallons. Solution should be approximately 12.5wt% available NaOCl, suitable for water treatment. Delivery by bulk tank.
f. **Sulfuric Acid 98%**: Estimated annual quantity is 55,000 gallons. Sulfuric acid shall meet the specifications of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals – Health Effects. Delivery by bulk tank.

g. **Antiscalant**: Estimated annual quantity 8,000 gallons. Product must meet ANSI/NSF Standard 60 for production of drinking water with RO. Antiscalant shall control all scale, reactive silica, iron, and aluminum without acidification. Antiscalant shall contain no polymers or other components that may deposit on the membrane surface. Recovery range is 75% to 85%. Delivery by mini-bulk tank.

ATTACHMENT A
BID DOCUMENTS
FOR
PW 20-12
CHEMICAL SUPPLY AND DELIVERY

Water Campus & Blending Station No. 3				
Chemical	**Approximate Annual Quantity (gallons)**	**Average # of Deliveries**	**Unit Price Per gallon**	**Total**
Aqueous Ammonia	24,000	1 x per month	$	$
Sodium Hydroxide (Caustic Soda) 25%	110,000	2 x per month	$	$
Sodium Hypochlorite (Bleach) 12.5%	110,000	2 x per month	$	$
Antiscalant ("Pretreat Plus -0400 or equal)	7,500	1 x per month	$	$
	SUBTOTAL			$
	7.75% CA Sales Tax			$
	Other Costs (List)			$
	Grand Total			$

Wastewater Treatment Plant				
Chemical	**Approximate Annual Quantity (gallons)**	**Average # of Deliveries**	**Unit Price Per gallon**	**Total**
Ferric Chloride, 40-46%%	315,000	6 x per month	$	$
Sodium Hypochlorite 12.5%	233,000	4 x per month	$	$
Sodium Hydroxide 25%	25,000			
Sodium Bisulfite 38%	20,000	4 x per year	$	$
Ferrous Chloride 32%	75,000	1 x per month	$	$
	SUBTOTAL			$
	7.75% CA Sales Tax			$
	Other Costs (List)			$
	Grand Total			$

Wastewater Headworks Facility				
Chemical	**Approximate Annual Quantity (gallons)**	**Average # of Deliveries**	**Unit Price Per gallon**	**Total**
Sodium Hydroxide 25%	25,000	2 x per month	**$**	$
Sodium Hypochlorite, 12.5%	3,000	2 x per year	**$**	$
	SUBTOTAL			$
	7.75% CA Sales Tax			$
	Other Costs (List)			$
	Grand Total			**$**

Advanced Water Purification Facility (AWPF)				
Chemical	**Approximate Annual Quantity (gallons)**	**Average # of Deliveries**	**Unit Price Per gallon**	**Total**
Citric Acid, 50%	15,500	4 x per year	$	$
Sodium Hydroxide, 50%	4,000	1 x per year	$	$
Sodium Hydroxide 25%	8,000	2 x per year	$	$
Sodium Hypochlorite 12.5%	10,000	3 x per year	$	$
Sodium Bisulfite 38%	7,000	2 x per year	$	$
Sulfuric Acid, 98%	55,000	1 x per month	$	$
Antiscalant (“Pretreat Plus -0400 or equal)	8,000	4 x per year	$	$
Hydrogen Peroxide 50%	14,500	3 x per year	$	$
	SUBTOTAL			$
	7.75% CA Sales Tax			$
	Other Costs (List)			$
	Grand Total			$

The grand total is subject to verification. If any discrepancy is found, the sum of the item totals will govern.

The following addenda are acknowledged: (Enter # & date or "None" if appropriate)

No.	Date	No.	Date

( ) Check here if "NO Bid".

( ) Check here if your bid will be extended to other public agencies. Your response will in no way affect consideration of your bid.

The undersigned agrees to provide the above items and/or services to the City of Oxnard at the price quoted hereon, hold the price firm for 60 days after the designated date to receive bids, and provide the above items and/or services upon receipt of a City of Oxnard purchase order.

Bidder's Signature ______________________________ Date ________________

Printed Name & Title ____

Business Name ____

Business Address ____

____

Telephone No.________________________ Email ______________________________

Federal Taxpayer Identification No. ____

ATTACHMENT B

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, ____

depose and say that I am ______________________________________
("Sole Owner", "A Partner", "President", or other proper title)

of ____
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

____
Signature

____
Date

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ESTABLISHING A SMALL LOCAL BUSINESS PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

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

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to $500,000; 4% of the amount between $500,001 and $750,000; 3% of the amount between $750,001 and $1,000,000; 2% of the amount between $1,000,001 and $1,250,000 and 1% of the amount between $1,250,001 and $1,500,000. For example, if the lowest responsible bid is $1,000,000, the preference would be $42,500 ($500,000 x .05 + $250,000 x .04 + $250,000 x .03). The preference applies to all contracts, including contracts over $1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is $50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars ($20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

ABSENT: Mayor Pro Tem Pinkard.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

Attachment C

Local Business Qualification Affidavit

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars ($20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: ______________________________

Physical Address: ______________________________

Phone: ______________ E-Mail: ______________

Length of time at this location: ______________ Number of Company Employees at this address: ______________

If less than 36 months, list previous City of Oxnard location: ______________________________

Business License ______________ Hours of Operation: ______________

Primary function of this location (i.e., sales, distribution, production, corporate, etc): ______________________________

____

____

Signature of Company Official Date

____

Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

CITY OF OXNARD CALIFORNIA

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007478

DATE: 12/6/2019

VENDOR PHONE: (323)727-7005
VENDOR FAX: ( ) -
VENDOR #: 14098
VENDOR ADDRESS: UNIVAR USA INC.
17425 NE UNION HILL ROAD
REDMOND, WA 98052

SHIP TO: VARIOUS LOCATIONS
VARIOUS LOCATIONS
SEE DESCRIPTION
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
12/10/2022	0000004708	10/31/2019	
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		LISA BOERNER

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
		CHANGE ORDER		
1	61,531.00 / DL	SUPPLY/DELIVER SULFURIC ACID TO THE AWPF	1.0000	61,531.00
2	24,063.00 / DL	SUPPLY/DELIVERY CAUSTIC SODA TO THE WWTP	1.0000	24,063.00

COUNCIL APPROVAL 12/10/19 EXPIRES 12/10/22
NOT TO EXCEED (NTE) $431,734.88
NTE FY 19/20 $136,950
NTE FY 20/21 $143,797.50
NTE FY 21/22 $150,987.38
REQUEST FOR BID #20-12
CHANGE ORDER #1 AWPF:
FY 19/20 $11,149.75

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO.
007478

DATE: 12/6/2019

VENDOR PHONE: (323)727-7005
VENDOR FAX: ( ) -
VENDOR #: 14098
VENDOR ADDRESS: UNIVAR USA INC.
17425 NE UNION HILL ROAD
REDMOND, WA 98052

SHIP TO: VARIOUS LOCATIONS
VARIOUS LOCATIONS
SEE DESCRIPTION
OXNARD, CA 93030

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DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
12/10/2022	0000004708	10/31/2019	
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		LISA BOERNER

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
		FY 20/21 $18,397.09 FY 21/22 $19,316.94 FY 22/23 $7,375.56 NEW NOT TO EXCEED $487,974.22 12/10/19		

TOTAL PURCHASE AMOUNT **$85,594.00**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE. ______________________

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO.
007478

DATE: 12/6/2019

VENDOR PHONE: (323)727-7005
VENDOR FAX: ( ) -
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SEE DESCRIPTION
OXNARD, CA 93030

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12/10/2022	0000004708	10/31/2019	
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		LISA BOERNER

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

Account	Project	Amount
60160128438106		61,531.00
62162028438106		24,063.00

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
      ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
    a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
    b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
    c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
    d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

CITY OF OXNARD CALIFORNIA

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007524

DATE: 12/6/2019

VENDOR PHONE: (562)698-8036
VENDOR FAX: (562)698-1921
VENDOR #: 16321
VENDOR ADDRESS: CALIFORNIA WATER TECHNOLOGIES, 8851 DICE ROAD SANTA FE SPRINGS, CA 90670

SHIP TO: WASTEWATER TREATMENT PLT 6001 S. PERKINS ROAD OXNARD, CA 93033

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
01/07/2022	0000004763	11/25/2019	MARK ALLING
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	61161038438104		LISA BOERNER

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	69,375.00 / DL	DELIVERY OF FERROUS CHLORIDE TO THE OWTP	1.0000	69,375.00

COUNCIL AGENDA 12/10/19
NOT TO EXCEED $349,927.50
FOR OWTP HEADWORKS
FY 19/20 $69,375
FY 20/21 $114,468.75
FY 21/22 $120,192.19
FY 22/23 $45,891.56

TOTAL PURCHASE AMOUNT **$69,375.00**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE. ____________________
ee to the attached terms and conditions of the City of Oxnard

Page 1 of 3

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO.
007524

DATE: 12/6/2019

VENDOR PHONE: (562)698-8036
VENDOR FAX: (562)698-1921
VENDOR #: 16321
VENDOR ADDRESS: CALIFORNIA WATER TECHNOLOGIES,
8851 DICE ROAD
SANTA FE SPRINGS, CA 90670

SHIP TO: WASTEWATER TREATMENT PLT
6001 S. PERKINS ROAD
OXNARD, CA 93033

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
01/07/2022	0000004763	11/25/2019	MARK ALLING
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	61161038438104		LISA BOERNER

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
      ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
   a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
   b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
   c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
   d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO.
007476

DATE: 12/12/2019

VENDOR PHONE: (800)562-7920
VENDOR FAX: (310)523-2944
VENDOR #: 2645
VENDOR ADDRESS: JCI JONES CHEMICALS INC
MSC# 729
PO BOX 830674
BIRMINGHAM, AL 35283-0674

SHIP TO: VARIOUS LOCATIONS
VARIOUS LOCATIONS
SEE DESCRIPTION
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
12/10/2022	0000004706	10/31/2019	C.A. EVANES
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		LISA BOERNER

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
		CHANGE ORDER		
1	63,250.00 / DL	CAUSTIC SODA FOR THE WATER CAMPUS & BS	1.0000	63,250.00
2	15,792.00 / DL	CAUSTIC SODA & SODIUM HYPOCHLORITE TO THE OWTP	1.0000	15,792.00

COUNCIL APPROVAL 12/10/19 EXPIRES 12/10/22
NOT TO EXCEED (NTE) $501,961,93:
NTE FY 19/20 $146,941.62
NTE FY 20/21 $166,573.70
NTE FY 21/22 $174,902.39
NTE FY 22/23 $13,544.22
REQUEST FOR BID # 20-12

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO.
007476

DATE: 12/12/2019

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VARIOUS LOCATIONS
SEE DESCRIPTION
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
12/10/2022	0000004706	10/31/2019	C.A. EVANES
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		LISA BOERNER

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

TOTAL PURCHASE AMOUNT	**$79,042.00**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE. ______________________

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007476

DATE: 12/12/2019

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VENDOR FAX: (310)523-2944
VENDOR #: 2645
VENDOR ADDRESS: JCI JONES CHEMICALS INC
MSC# 729
PO BOX 830674
BIRMINGHAM, AL 35283-0674

SHIP TO: VARIOUS LOCATIONS
VARIOUS LOCATIONS
SEE DESCRIPTION
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
12/10/2022	0000004706	10/31/2019	C.A. EVANES
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	Multiple Accounts		LISA BOERNER

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

Account	Project	Amount
60160018438106		63,250.00
62162028438106		15,792.00

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
      ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
    a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
    b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
    c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
    d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.1.

DATE: January 7, 2020

TO: City Council

FROM: Phillip Molina, City Treasurer, (805) 385-7808, phillip.molina@oxnard.org

SUBJECT: SB 998 Water Services Policy. (10/10/10)

RECOMMENDATION

That the City Council adopt a resolution approving a written policy on discontinuation of water service in compliance with SB 998. (Finance & Governance Committee approved 3-0)

BACKGROUND

Senate Bill (SB) 998 amends the California Health and Safety Code and introduces new restrictions on the discontinuation of residential water service for delinquent accounts. SB 998 necessitates the adoption of a written policy regarding the discontinuation of residential water service; the City must comply with this requirement by February 1, 2020.

The City currently allows 45 days prior to shut-off for non-payment; the City will need to extend the number of days of delinquency before it shuts off service to 60 days. The City will also need to make sure its notice to customers includes a copy of the policy. Further, the City will need to have procedures in place to handle shutting off service to customers with health and financial hardships.

SB 998 necessitates amendments of the Oxnard City Code (OCC), which changes are not due in February. Staff will return to the Finance and Governance Committee and City Council with recommended amendments to update the OCC in the coming months.

DISCUSSION

<u>Written Policy</u>

The City must adopt a written policy on the discontinuation of residential water services with the following information:

1. A plan for deferred or reduced payments;
2. Alternative payment schedules;
3. A formal mechanism for a customer to contest or appeal a bill; and
4. A telephone number to contact for options to avert discontinuation.

The policy must be available in certain languages and must be posted on the City's website.

<u>Payment Plan Requirements</u>

SB 998 provides that a customer must be 60-days delinquent before the water provider may terminate his or her services. This 60-day requirement before discontinuation of water service will apply to all of the City's residential utility customers. Additionally, the bill prohibits discontinuation of water service if all of the following conditions are met:

1. A primary care provider certifies that discontinuation will be life threatening or poses a serious threat to the health and safety of a resident on the premises where service is provided; and
2. A customer demonstrates he or she is financially unable to pay; and
3. A customer is willing to enter an amortization agreement, alternative payment schedule, or plan for deferred or reduced payment.

However, under the new regulations, the City may choose which of the payment options to undertake and may set the parameters for the plan. Additionally, discontinuation of services may still be permitted if the customer fails to comply with the agreed-upon payment plan for 60 or more days or fails to pay current residential service charges for 60 or more days while under the authorized plan.

Fees

If a customer falls below 200 percent of the federal poverty line (which household income thresholds are listed in the attached forms), the fees the City will impose to restore terminated water services are limited to $50 during normal operating hours and $150 during nonoperational hours, but in any case no more than the actual cost. Additionally, the City must waive interest charges on delinquent bills once every 12 months.

Currently, the City's disconnection fee is $40. The City's reconnection fee during operational hours is $40. The City's reconnection fee during nonoperational hours is $145. These fees will remain the same other than as required for these particular customers.

Notice Requirements

According to SB 998, the City must provide no less than seven days' notice prior to discontinuing residential water service for nonpayment. In the proposed policy, the City will provide no less than ten days' notice prior to disconnection for nonpayment. The City can contact the customer by telephone or written notice. However, if the City fails to reach the customer by telephone or if written notice is returned as undeliverable, staff must make a good faith effort to visit the residence and leave, in a conspicuous place, notice of the imminent discontinuation for nonpayment and a copy of the City's policy for discontinuation of residential service. After water discontinuation, staff must provide such customers with information on how to restore residential services.

In addition, where it provides individually metered residential water services, the City must provide renters and mobile home residents with written notices prior to discontinuation of services due to nonpayment by their landlord. In addition, the City must allow qualifying residents the opportunity to become a customer without paying the past-due amounts on the landlord's account.

Reporting Requirements

Under SB 998, the City must report its annual discontinuation of services (the number of affected ratepayers) for inability to pay on its website and to the State Water Resources Control Board, which will also post the information on its website.

Summary Charts

The charts below summarize the main impacts of SB 998 and the City's related policy. In each chart, the row listed as "current" explains the City's current policy, the row listed as "SB 998" explains the new proposed policy under SB 998, and the row listed as "changes" explains the difference between the old and new policies.

The first chart summarizes the billing process. The current City policy is that payments are due on day 21 after the bill is issued; the new policy will state on the bill that it is due immediately. In any case, however, the past due notice will not be issued until day 28, and a penalty will only be assessed if the bill is not paid by day 30. A doorhanger warning of service disconnection is currently delivered on day 42, but that will be pushed back to day 50 under the new policy. Likewise, the actual service disconnection will push back from day 45 to day 60.

Billing process	Payment due date	Past due notice	Penalty assessed	Doorhanger delivered	Service Disconnection
Current	Day 21	Day 28	Day 30	Day 42	Day 45
SB 998	Due immediately	Day 28	Day 30	Day 50	Day 60
Changes	Due date will be omitted	no change	no change	8 days	15 days

The second chart summarizes the fees. The penalty fees under the new policy will remain the same as under the old policy, which is ten percent of the bill amount. The door hanger charge will likewise not change. However, currently, the City charges $80 for both turning off and turning on services; this will be separated out into two services that each cost $40. There is no change in the after hours cost.

Fees	Penalty fees	Door hanger	Turn off	Turn on	Additional cost after hours
Current	10%	$ 13	$80		$ 65
SB 998	10%	$ 13	$ 40	$ 40	$ 65
Changes	No change	No change	This fee will itemized by action		No change

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Staff anticipates that implementing this State mandate will cost the Water Fund a small amount of forgone revenue and a more significant amount of staff time diverted to newly required activities.

Impact on revenue: Staff estimates that approximately 500 customers will apply for the once-a-year penalty waiver. Assuming that half of them, or 250 customers, meet all three of the waiver qualifications described above, and further assuming that their average monthly bills for water usage are each $70, the elimination of the penalty waiver would reduce Water Fund revenue by $1,750 per year (250 customers X $70 monthly bill X 10% penalty waiver).

Impact on staff time: There will be at least three areas in which staff time will have to be diverted from existing tasks to complying with SB 998:

1. One-time reprogramming of the utility billing and reporting software by the Information Technology Department.
2. Mandatory hand-delivery of door hanger notices by Water Division staff to qualifying customers who fall behind on their agreed-upon payment plans, approximately 250 door hangers X $13 each at an estimated cost of $2,500 per year. This would be a recurring, annual cost.
3. City Treasurer's Department staff time to accept, review, decide upon and implement the estimated 500 penalty waiver requests, approximately ¼ staff hour at an estimated cost of $6,394 per year. This, too, would be a recurring, annual cost.

Other Programming Cost: A one-time programming cost by Infosend, the vendor that prints City's utility bills, is estimated at $700 (4 hours x $175 per hour).

COMMITTEE OUTCOME

The Finance & Governance Committee voted 3-0 on December 10, 2019, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Eden Alomeri, Assistant City Treasurer, Jason Zaragoza, Deputy City Attorney, Tara Mazzanti, Assistant City Attorney

ATTACHMENTS

1. SB 998 Resolution_Policy_Forms
2. SB998 - PowerPoint Presentation Jan. 7

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING APPROVAL OF A POLICY FOR THE DISCONTINUATION OF RESIDENTIAL WATER SERVICE AND AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND APPROPRIATE ACTIONS TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION

WHEREAS, existing law declares it to be the established policy of the State of California that every human being has the right to safe, clean, affordable and accessible water adequate for human consumption, cooking and sanitary purposes; and

WHEREAS, on September 28, 2018 Senate Bill 998 (SB 998) was signed into law by the Governor amending the California Health and Safety Code and introduced new restrictions on the discontinuation of residential water service for delinquent utility accounts; and

WHEREAS, SB 998 was codified as "The Water Shutoff Protection Act," Health and Safety Code Section 116900, et seq.; and

WHEREAS, the requirements of SB 998 require the City of Oxnard (City) to have a written policy on the discontinuation of residential water services which will require the City to notify delinquent utility customers.

WHEREAS, SB 998 will also require the City to take a number of steps before discontinuing water service, and to also report the number of water discontinuations to the State of California; and

WHEREAS, The City must comply with the requirements of SB 998 by February 1, 2020.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OXNARD DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council of the City of Oxnard authorizes that the policy for the Discontinuation of Residential Water Service for Nonpayment is hereby approved, a copy of which is attached as Exhibit 1 and incorporated by this reference.
2. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

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PASSED AND ADOPTED THIS 7th day of January 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Tim Flynn, Mayor

ATTEST:

____
Michelle Ascension, City Clerk

APPROVED AS TO FORM:

____
Stephen M. Fischer, City Attorney

EXHIBIT 1

SB 998 - Discontinuation of Residential Water Service for Nonpayment Policy

REFERENCE

This policy is established under the authority extended to the City of Oxnard by the California Health and Safety Code, Division 104, Part 12, Chapter 6, "Discontinuation of Residential Water Service."

PURPOSE

The purpose of this policy is to define the conditions and procedures for discontinuing residential water service due to an account holder"s nonpayment of water charges, including how account holders and/or occupants are notified of this policy, how they may obtain a payment arrangement or alternative payment schedule, how they may contest or appeal water charges, and how they may restore service after it has been discontinued for nonpayment.

Pursuant to California Health & Safety Code section 116904, the City of Oxnard („City") must provide a "Discontinuation of Residential Water Service" policy on or before February 1, 2020.

POLICY

It is the City"s policy to notify residential customers of an impending discontinuation of residential water service due to nonpayment of water charges. Residential water service shall not be discontinued for nonpayment until the following three conditions are met:

(1) water charges are delinquent for at least sixty (60) days;

(2) the account holder and/or occupants have been notified of this policy in writing no less than ten (10) business days before discontinuation of service; and

(3) the account holder has:

- (a) failed to obtain or maintain a payment arrangement or alternative payment schedule with the Utility Billing Division for 60 days or more; or
- (b) not timely contested or appealed the water charges to the Utility Billing Division; or
- (c) not paid current water charges for 60 days or more.

These three conditions are further described as follows:

Condition (1) – delinquent water charges

For the purposes of this policy, water charges will be considered delinquent if all or part of the water charge has not been paid for at least 60 days from the billing date.

The City shall provide written or telephone notification to an account holder and/or occupant of the delinquent charges no less than ten (10) business days before discontinuation of residential service for nonpayment.

If the City fails to reach the customer by telephone or written notice is returned as undeliverable, the City shall make a "good faith effort" to visit the residence and leave, in a conspicuous place, notice of the imminent discontinuation for nonpayment and a copy of the this policy for discontinuation of residential water service. After termination, the City shall provide discontinued customers with information on how to restore residential water services.

Where the City provides individually metered residential water services, the City must provide renters and mobile home residents with written notice prior to discontinuation of service due to nonpayment by their landlord.

Condition (2) – notification of this policy

This policy will be provided to the customer and will include the following:

(a) The account holder‟s name and service address;

(b) The amount of the delinquency;

(c) The date by which payment or an arrangement for payment is required in order to avoid discontinuation of water service;

(d) Instructions on how to apply for a payment arrangement or alternative payment schedule; and

e) Instructions on how to contest or appeal water charges.

Written Notice: a written notification shall be delivered either by U.S. mail, or by personal delivery. For those account holders who receive a paper utility bill, notice will be sent to the account holder‟s postal address and the service address, if the two addresses are not the same. When U.S. mail is not possible, personal delivery will be to the service address, and the notice will be left in a conspicuous place or wherever field personnel can safely post the notice.

Condition (3)

(a) – obtaining payment arrangements or alternative payment schedules

The City shall offer a payment arrangement or alternative payment schedule once the account holder submits the following information by the date indicated on the notice (See Condition (2)):

(a) Certification of Primary Care Provider – this form (**Form 998-A**) certifies that discontinuation of water service poses a serious threat to the health and safety of residents living at the service address.

(b) Certification of Financial Hardship – this form (**Form 998-B**) provides supporting documents and certifies that the residents living at the service address are unable to pay for water within the City"s normal billing cycle.

-OR-

Declaration of Household Income – this form (**Form 998-B2**) provides supporting documentation for the Certification of Financial Hardship and is used to declare that the household"s annual income is less than 200% of the federal poverty level.

The account holder shall submit the aforementioned forms to Utility Billing division, located at 214 South C Street; or via facsimile at (805)385-7865; or via email at C2GUtilities@oxnard.org. Upon receipt of the aforementioned forms, Utility Billing will contact the account holder within 15 business days and offer to enter into a payment arrangement in writing on a City-provided form (**Form 998-C**). Payment arrangements or alternative payment schedules may only be made between the City and the account holder. Once agreed upon, a payment arrangement or alternative payment schedule may not be extended or modified. A payment arrangement or alternative payment schedule shall be considered null and void if any part of it is not kept for 60 days or more, or if water charges contained in subsequent bills are not paid for 60 days or more (see Condition (3)(c) current water charges).

(b) – contesting or appealing water charges

An account holder may contest or appeal the accuracy of the charges or the customer"s liability for payment. Water charges may be contested or appealed by filing a written request with the City Clerk, located at 300 West Third Street, 4th floor. Matters such as the quality of service, rates of service, or the terms and conditions of a payment arrangement or alternative payment schedule may not be contested or appealed to Utility Billing.

(c) – current water charges

For the purposes of this policy, current water charges shall mean any charges billed after those that have been addressed by a payment arrangement or alternative payment schedule. Current water charges not paid for 60 days or more shall cause the water service to be shut off for nonpayment. Current water charges shall be ineligible for a payment arrangement or alternative payment schedule if a payment arrangement or alternative payment schedule for a previous bill is already in effect.

Shutoff for Nonpayment

If the above-three conditions are met, the City will post a final notice of impending water shutoff at the service address at least ten (10) business days before shutoff.

Restoral of Service

After service has been shutoff for nonpayment, Utility Billing shall provide information to the account holder on how to restore residential water service. Beginning February 1, 2020, a service disconnection fee will be $40 and service restoral fee shall be $40.00 during business hours and $145.00 after business hours for all customers. Restoral fees shall be subject to annual adjustment for changes in the Consumer Price Index starting January 2021.

Miscellaneous Policy Provisions

Languages. This policy, and all written notices required under this policy, will be available in English and Spanish.

Contact. A City representative is available to speak with account holders during regular business hours at (805)385-7816 to discuss this policy as well as options for averting discontinuation of residential service for nonpayment.

Posting of Policy. The City will post this policy on the City‟s website.

Systems to Report Discontinuations. Utility Billing shall report the number of annual discontinuations of residential water service for inability to pay on the City‟s website and report to the State Water Resources Control Board.

Applicability of Policy. This policy does not apply to the termination by the City of a service connection for any other purpose.

FORM 998-A

Certification of Primary Care Provider

CITY OF OXNARD UTILITY BILLING

THIS SECTION TO BE FILLED OUT BY ACCOUNT HOLDER

______________________________	______________________________
Account Number	Service Address
______________________________	______________________________
Account Holder Name	Person Receiving Primary Care
______________________________	______________________________
Date of Bill seeking Payment Arrangement	Amount of Bill seeking Payment Arrangement

I, the account holder, certify under penalty of perjury that the above-named person receiving primary care resides at the service address.

______________________________	______________________________
Account Holder Signature	Phone Number

THIS SECTION TO BE FILLED OUT BY PRIMARY CARE PROVIDER

______________________________	______________________________
Name of Primary Care Provider	Name of Clinic or Medical Facility
______________________________	______________________________
Clinic Address	Clinic Phone Number
______________________________	______________________________
National Provider Identifier	Person Receiving Primary Care

I, the primary care provider, certify under penalty of perjury that I provide care to the above-named person and that discontinuation of water service to this person would pose a serious threat to his or her health and safety.

____

Primary Care Provider Signature

THIS SECTION TO BE FILLED OUT BY CITY STAFF

CERTIFICATION OF FINANCIAL HARDSHIP
City of Oxnard Utility Billing

THIS SECTION TO BE COMPLETED BY ACCOUNT HOLDER

______________________ Account Number

______________________ Service Address

______________________ Account Holder Name

______________________ Number of Members in Household

______________________ Date of Billing seeking Payment Arrangement

______________________ Amount of Bill seeking Payment Arrangement

1. Which of the following forms of assistance are currently utilized by the household?
   (Only one member of the household need provide proof of assistance to complete this form.)

Assistance	Recipient(s) Name	Proof Required
Medi-Cal		Notice of Action from Ventura Co Human Services Dept.
SSI/SSP		Social Security Benefit Verification Letter
CalWorks		Notice of Action from Ventura Co Human Services Dept.
CalFresh		Notice of Action from Ventura Co Human Services Dept.
General Assistance		Notice of Action from Ventura Co Human Services Dept.
WIC		WIC Card + valid California ID
(None)	All household members	Declaration of Household Income –Form 998-B2

2. Certificate of Financial Hardship

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the recipient of the above-indicated assistance, that I have provided proof of this, and that I am a member of household of the service address indicated above.

______________________ Recipient Name

______________________ Account Holder Name

THIS SECTION TO BE FILLED OUT BY CITY STAFF		
Date & Time Received	Received By	Completed

ITEM #L-1
FORM 998-B2

Declaration of Household Income
City of Oxnard Utility Billing

THIS SECTION TO BE COMPLETED BY ACCOUNT HOLDER

Household Income Guidelines
Effective February 1, 2020

Number of People In Household	1	2	3	4	5	6	7	8	Each additional person
Maximum Gross Household Income	**$24,980**	**$33,820**	**$42,660**	**$51,500**	**$60,340**	**$69,180**	**$78,020**	**$86,860**	**$8,840**

LIST OF HOUSEHOLD INCOME

List all household members currently residing at the service address, regardless of their earning status.
Unearned income may include any monies from spouse/partner, SSI/SSD, welfare benefits, unemployment , Student grants, rental income, interest, dividends, cash, and /or gifts

Current Household Members (Last Name, First Name)	Relationship	Age	Employed? (Yes/No)	Employment Income (Monthly)	Unearned Income (Monthly)
1.	Head of Household				
2.					
3.					
4.					
5.					
6.					
7.					
8.					
Employment and Unearned Income Totals:					

DECLARATION OF HOUSEHOLD INCOME (All household members 18 years of age or older must sign this declaration)

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the above information is true and correct

Print Name	Signature	Relationship
1.		Head of Household
2.		
3.		
4.		
5		
6.		
7.		
8.		

THIS SECTION TO BE COMPLETED BY CITY STAFF

Date & Time Received	Received By	Completed By

FORM 998-C

Agreement for Payment Arrangement
City of Oxnard Utility Billing

THIS SECTION TO BE COMPLETED BY CITY STAFF

The following payment arrangement is proposed between City of Oxnard and the account holder named below. The account holder must sign this agreement for the payment arrangement to take effect.

Account Number ______________________ Service Address ______________________

Account Holder Name ______________________ Date & Amount of Bill seeking Payment Arrangement ______________________

Payment Arrangement Schedule

#	Minimum Payment Amount	Due By (Date)	Remaining Balance After Payment
1.			
2.			
3.			
4.			
5.			
6.			

- Per section 116910.(b)(2) of the California Health & Safety Code, City staff may choose the payment option the account holder undertakes and may set the parameters of that payment option.
- Payment arrangements or alternative payment schedules may only be made between City staff and the account holder.
- An account holder may only have one payment arrangement or alternative payment schedule per account at a time.
- A payment arrangement or alternative payment schedule shall be considered null and void if any part of it is not kept for 60 calendar days or more, or if water charges contained in current bills are not paid for 60 days or more.
- Current utility bill amounts must be paid in full by the billing date. Payment Arrangement amounts may be paid ahead of schedule or in excess of the scheduled amount. All payments will apply against the oldest charges first. Failure to pay current bill amounts by the bill's due date will result in shutoff of service as soon as those amounts are 60 days overdue.

I, the account holder, agree to the payment arrangement described above.

Account Holder Signature ______________________ Date ______________

THIS SECTION TO BE COMPLETED BY CITY STAFF

Date & Time received	Received By	Completed

SB 998 Water Services Policy

Eden Alomeri, Assistant City Treasurer

January 7, 2020

CITY OF OXNARD CALIFORNIA

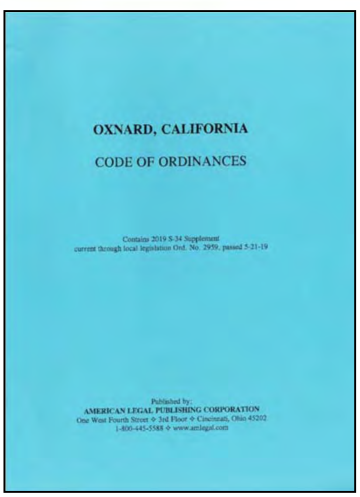
RECOMMENDATION

That the City Council adopt a resolution approving a written policy on discontinuation of water service in compliance with SB 998

BACKGROUND

- SB 998 amends the California Health & Safety Code by introducing new restrictions on the discontinuation of residential water service for delinquent accounts
- SB 998 necessitates the adoption of a written policy regarding the discontinuation of residential water service by February 1, 2020

BACKGROUND



- SB 998 requires amendments of the Oxnard City Code ("OCC"), which are not due in February
- Staff will return to the Committee with recommended amendments to update the OCC in the coming months

WRITTEN POLICY

The City must adopt a written policy on the discontinuation of residential water services with the following information:

1. A plan for deferred or reduced payments;
2. Alternative payment schedules;
3. A formal mechanism for a customer to contest or appeal a bill; and
4. A telephone number to contact for options to avert discontinuation.

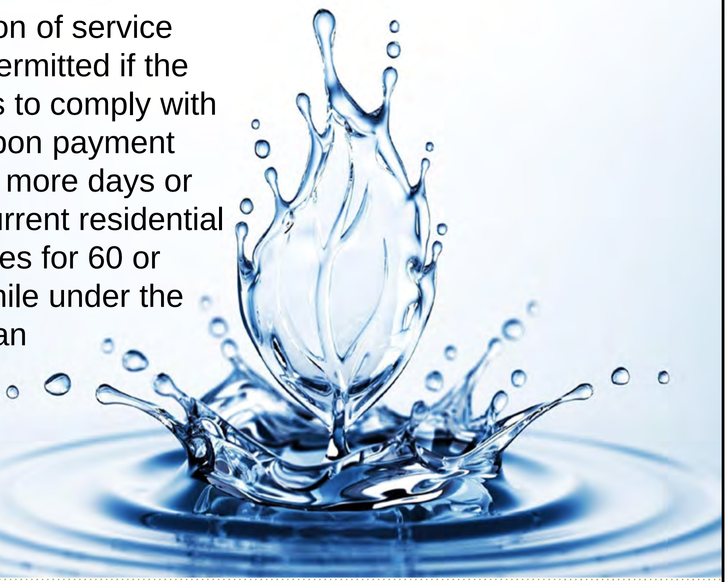
* The policy must be posted on the City's website

SAFEGUARDS

- SB 998 provides that a customer must be **60 days** delinquent before the City may terminate services.
- Additionally, SB 998 prohibits discontinuation of water service if all of the following conditions are met:
    1. A primary care provider certifies that discontinuation will be life threatening or pose a serious threat to the health & safety of a resident
    2. Customer demonstrates financial inability to pay
    3. Customer is willing to enter an amortization agreement, alternative payment schedule, or plan for deferred or reduced payment

DISCONTINUATION OF SERVICE

Discontinuation of service may still be permitted if the customer fails to comply with the agreed-upon payment plan for 60 or more days or fails to pay current residential service charges for 60 or more days while under the authorized plan



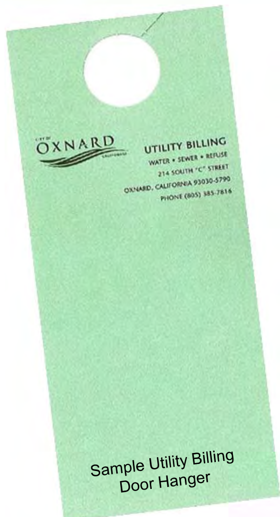
FEES

For customer who falls 200% below federal poverty line:

Household Income Guidelines Effective February 1, 2020							
Number of People in Household	1	2	3	4	5	6	Each additional person
Gross Household Income	$24,980	$33,820	$42,660	$51,500	$60,340	$69,180	$8,840

- To restore service, fee is limited to $50 during normal operating hours, $150 during non-operational hours
- Currently, the City's disconnection fee is $40. The City's reconnection fee is $40. The City's reconnection fee during non operational hours is $145.

NOTICE REQUIREMENTS



- The City must provide no less than 7 days' notice prior to discontinuing residential water service for nonpayment
- The City will provide at least 10 days' notice
- City must make a good faith effort to reach residents in the event that written & telephone communication is unsuccessful
- A notice of imminent discontinuation & a copy of the City's policy for discontinuation of residential service must be left at the residence*

*City must provide discontinued customers with information on how to restore service

NOTICE REQUIREMENTS

In cases with individually metered residential water services, the City must provide renters and mobile home residents written notice prior to discontinuation of service due to nonpayment by their landlord

City must allow qualifying residents the opportunity to become a customer without paying the past-due amounts on the landlord's account

REPORTING REQUIREMENTS

Under SB 998, the City must report its annual discontinuation of services (the number of affected ratepayers) for inability to pay on City website & to the State Water Resources Control Board

OVERVIEW OF CURRENT POLICY VS. SB998 CHANGES

Billing process	Payment due date	Past due notice	Penalty assessed	Doorhanger delivered	Service Disconnection
Current	Day 21	Day 28	Day 30	Day 42	Day 45
SB 998	Due Immediately	Day 28	Day 30	Day 50	Day 60
Changes	Due date will be omitted	no change	no change	8 days	15 days

FEE OVERVIEW

Fees	Penalty Fees	Door Hanger	Turn Off	Turn On	Additional cost after hours
Current Policy	10%	$13	$80		$65
SB 998	10%	$13	$40	$40	$65
Changes	No Change	No Change	Fee itemized by action		No Change

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.2.

DATE: January 7, 2020

TO: City Council

FROM: Scott Whitney, Police Chief, (805) 385-7624, scott.whitney@oxnardpd.org

SUBJECT: Reducing Opioid Related Deaths. (10/5/5)

RECOMMENDATION

That the City Council receive a report on the Police Department's efforts to help reduce the number of opioid-related deaths in the City of Oxnard.

BACKGROUND

Approximately 130 people in the United States die each day as a result of overdosing on opioids. Opioids include everything from heroin and fentanyl to prescription pills like oxycodone (OxyContin), hydrocodone (Vicodin), codeine and morphine.

Like the rest of the country, the City of Oxnard has seen an increase in fatal and non-fatal overdose calls in recent years. The Oxnard Police Department has made efforts to address this crisis facing our community. Officers are often the first to arrive on the scene of an overdose. They encounter and respond to the consequences of addiction every day. They see the toll this crisis is taking on our community, and have taken a critical role in helping reduce Opioid-related deaths in our community.

The Oxnard Police Department worked with Ventura County Behavioral Health and Ventura County Emergency Medical Services Agency to discuss best practices for responding to the opioid crisis in our community. Together, these agencies developed several standards of care as the Department works to combat this epidemic.

The following is an overview of overdose death statistics in Ventura County and in the City of Oxnard in 2018:

Total alcohol & drug related overdose deaths in Ventura County	170
Opioid-related deaths in Ventura County	96
Alcohol & drug overdoses in Oxnard	41
Opioid-related overdose deaths in Oxnard	19
Narcan administrations by OXPD personnel	9
Methamphetamine-related overdose deaths in Oxnard	17

In April 2018, the Oxnard Police Department, in an effort to divert harmful drugs away from children, the environment, and potential abusers, installed a "Pharmaceutical Drop-off Bin" in the 1st floor lobby of the police station. This offers a convenient, secure, and confidential drop box where people can deposit unused or expired pharmaceutical medications. We also accept pet medications and syringes. Approximately 40-50 lbs of medications are collected each month from this bin.

Earlier this year, the Oxnard Police Department participated in the development of a video with Ventura County Behavioral Health to bring awareness to the members of our county on the "Overdose Prevention Program" offered through Ventura County Behavioral Health.

In 2018, the Oxnard Police Department evaluated the response to calls for service on overdose related calls. After reviewing the call history, the Department developed a "Drug Overdose Response Protocol" to standardize response on calls for service related to unintentional drug overdoses. All overdoses are now documented with a report that details the officer's response and the circumstances of the call. Prior to this protocol many overdose calls were not documented due to the inability to make an arrest, and were treated merely as a "medical assist emergency."

Non-fatal overdose victims are provided information on resources, such as the "Overdose Prevention Program" offered by the Ventura County Behavioral Health to assist them with their addiction. On fatal overdoses, a Narcotic Detective conducts a follow up investigation on the case. Ventura County has had several significant prosecutions against suspects that stemmed from unintentional drug overdoses. These investigations originated from the initial radio call where the patrol officer's attention to detail and proper documentation ensured a successful resolution. This new protocol ensures a higher probability of a successful resolution on these cases.

Approximately 150 officers with the Oxnard Police Department have been trained to administer Naloxone to overdose victims. Officers are now issued Naloxone kits to help save lives and combat the opioid epidemic. Patrol Officers responded to 190 overdose calls in 2018 and administered 9 Naloxone treatments to save lives.

The Oxnard Police Department and Ventura County Behavioral Health have partnered to provide "Drug Take Back" events in the City of Oxnard in 2019.

The Oxnard Police Department and the City of Oxnard Senior Services partnered to provide numerous "Drug Take Back" events at the Senior Centers in the city this summer. There were a total of 6 events from early June to the end of July. Because of the great success from these events, the Oxnard Police Department will continue holding "Drug Take Back" events each quarter at the senior facilities in our city.

In addition, Ventura County Behavioral Health provides Naloxone kits for family members or people living with an individual struggling with addiction. Naloxone kits have saved the lives of numerous individuals since being distributed to family members or friends. The administration of Naloxone provides vital time until EMS arrives to care for the victim.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life Strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1: Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Public Safety Committee received this presentation on July 9, 2019 and directed that the information be reported to the full City Council.

Prepared by: Sharon Giles, Police Commander

ATTACHMENTS

1. Presentation: Reducing Opioid Related Deaths pdf

City Council
January 7, 2020 Meeting

Reducing Opioid-Related Deaths

Chief Scott Whitney
Oxnard Police Department

Protecting Our Community with Exceptional Service 1

Recommendation

That the City Council receive a report on the Police Department's efforts to help reduce the number of opioid-related deaths in the City of Oxnard.

Protecting Our Community with Exceptional Service 2

History

- Approximately 130 people in the United States die each day as a result of overdosing on opioids.
- Overdose deaths have risen fivefold since 1999, and the crisis has evolved over the years, with prescription opioids giving way to heroin and illicit fentanyl as the primary drivers of the epidemic.

Protecting Our Community with Exceptional Service 3

Overdose Information

- In 2018, the Ventura County Coroner's Office conducted over 600 exams and determined that approximately 170 were overdoses.
- Total overdose deaths for 2018 (drug/alcohol) in Oxnard - 41. City of Ventura had the highest in the county at 44.

Protecting Our Community with Exceptional Service 4

Overdose Information

- In 2018, the Oxnard Police responded to 190 overdose calls and administered 9 treatments of Naloxone (Narcan) nasal spray.
- Over 150 police personnel have been authorized and trained to administer Narcan nasal spray.

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Frequent Offenders

OPD Top Offenders 2014-2018

Offender	Age	Total Arrests	Drug Dependency	Homeless Status
# 1	46	92	Y	Y
# 2	32	68	Y	Y
# 3	46	59	Y	Y
# 4	50	58	Y	Y
# 5	28	53	Y	N
# 6	33	52	Y	N
# 7	35	52	Y	Y
# 8	42	51	Y	Y
# 9	36	51	Y	Y
# 10	24	49	Y	Y

Majority of arrests involved drugs, alcohol, thefts, or trespassing.

67 people were arrested at least 10 times in 2018.

The highlighted individual died in 2019 from a drug overdose.

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Police Department Efforts

- Installed Pharmaceutical Bin - Police Lobby
  - Collect 40-50 lbs of medications a month
  - Collect pet medication and Sharps
  - Collection open to everyone - not just Oxnard residents
- Drug Overdose Response Protocol
  - New documentation process for fatal/non-fatal
  - Referral process to Behavioral Health
  - Enforcement efforts on suspect(s)

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Police Department Efforts

- Collaboration with VC Behavioral Health
  - Participated in video on Overdose Prevention Program.
  - Organized numerous "Drug Take Back" events throughout the city.
  - Partnership with Senior Services for quarterly pickups at their facilities.
  - Providing referrals to victims upon contact.

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Police Department Efforts

New Oxnard Police YouTube Channel

SUBSCRIBE on YouTube for all the latest Oxnard P.D. video content.

www.oxnardpdtv.com

End of Report

Questions?

Protecting Our Community with Exceptional Service

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