

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. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
October 9, 2018
Closed Session - 4:30 PM
Appointment Item - 5:30 PM
Regular Meeting - 6:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

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 Legal Counsel – Anticipated Litigation

CC On the advice of the City Attorney, based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case, pursuant to Government Code section 54956.9(d)(4).

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

2. Conference with Legal Counsel – Potential Litigation

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

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

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

City of Oxnard internet address: www.oxnard.org.

D. APPOINTMENT ITEM (5:30 PM)**Economic Development Department**

1. **SUBJECT:** Economic Development Collaborative - Ventura County Annual Update (10/10/10)

RECOMMENDATION: That the City Council receive a report on the Economic Development Collaborative –Ventura County (EDC-VC).

Legislative Body: CC

Contact: Ashley Golden

Phone: (805) 385-7882

E. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL CALENDAR

1. **SUBJECT:** Presentation of a Resolution to Eva Lopez for For Over Thirty Years of Outstanding Service to the City of Oxnard.
2. **SUBJECT:** Presentation of a Proclamation Designating October 13, 2018 as “Community Safety an Anti-Violence Day” in the City of Oxnard.
3. **SUBJECT:** Presentation of a Proclamation Designating the Week of October 7 – 13, 2018 as “Code Enforcement Officer Appreciation Week” in the City of Oxnard.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. INFORMATION CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the October 2, 2018 Regular Meeting as presented.

Legislative Body: CC

Contact: Michelle Ascencion

Phone: (805) 385-7805

Police Department

2. SUBJECT: Federal and State Asset Forfeiture Funds.

RECOMMENDATION: That City Council approve a special budget appropriation in the amount of \$154,350 for the use of Federal (\$108,350) and State (\$46,000) asset forfeiture funds allocated to the City of Oxnard Police Department. The funds will be used for training and equipment purchases not normally associated with general fund expenditures.

Legislative Body: CC

Contact: Scott Whitney

Phone: (805) 385-7624

3. SUBJECT: Authorization to Apply for Grant from the Department of Justice in the Amount of \$564,491.

RECOMMENDATION: That City Council adopt a resolution authorizing:

1. The City Manager to execute and submit an application for the California Department of Justice ("DOJ") grant funds in the amount of \$564,491 from the Tobacco Grant Program for fiscal years 2018-2020.

2. The City Manager to execute a Memorandum of Understanding with the California DOJ to receive and expend grant funds with the City of Oxnard as the fiscal agent for the Tobacco Grant Program;

3. The City Manager or designee to execute grant agreements and appropriate funds upon

notification of the grant award and approve necessary administrative budget appropriations;

4. The Chief Financial Officer or designee to submit financial reports and grant claims for the use of Tobacco Grant funds upon award; and

5. The Chief of Police or designee to submit non-financial reports (program-related progress or status reports).

Legislative Body: CC

Contact: Scott Whitney

Phone: (805) 385-7624

Public Works Department

4. SUBJECT: First Amendment to Agreement for Sidewalk and Curb and Gutter Grinding
RECOMMENDATION: That City Council approve and authorize the Mayor to execute the First Amendment with BPR, Inc., extending Agreement A-7955 for two years and increasing the amount by \$250,000 for a new agreement total of \$500,000.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

5. SUBJECT: On Call Lighting and Electrical Maintenance and Repair Services Contract
RECOMMENDATION: That City Council award and authorize the Mayor to execute three-year Agreement A-8087 with Oilfield Electric Company in the amount of \$600,000 for the On-Call Lighting and Electrical Maintenance and Repair Services Project SD 18-73R.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

6. SUBJECT: Oxnard Traffic Management System and Adaptive Traffic Signals Project.
RECOMMENDATION: That City Council award and authorize the Mayor to execute Agreement A-8074 with McCain, Inc. in the amount of \$348,400 for Transparency TMS, which is software for the Intelligent Transportation System (ITS) Software – Adaptive Traffic Signal Project.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

7. SUBJECT: Request for Approval of Contingencies for Public Projects.

RECOMMENDATION: That City Council:

1. Approve an appropriation from Lease Revenue Project and Refunding Bonds Series 2014B Fund 314 in the amount of \$47,000 to finalize Windsor North River Ridge Neighborhood Street Resurfacing Project 153119;
2. Approve a contingency in the amount of \$139,474.00 for Windsor North River Ridge Neighborhood Street Resurfacing Project 153119, where the awarded contract amount was \$1,899,583.00;
3. Approve a contingency in the amount of \$250,000.00 for Street Overlays Project 18IN03, where the awarded contract amount was \$3,767,000.00;
4. Approve a contingency in the amount of \$99,437 for Redwood Neighborhood Street Resurfacing and Water Improvement Project 183103, where the awarded contract amount was \$3,241,339.50; and
5. Approve a contingency in the amount of \$40,000.00 for Police Station Roof Replacement, Project MO2107, where the awarded contract amount was \$569,979.00.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

M. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Appointment
Item**

AGENDA ITEM NO.: 1

DATE: October 9, 2018

TO: City Council

FROM: Ashley Golden
Development Services Director

SUBJECT: Economic Development Collaborative - Ventura County Annual Update
(10/10/10)

CONTACT: Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, (805) 385-7882

RECOMMENDATION:

That the City Council receive a report on the Economic Development Collaborative –Ventura County (EDC-VC).

BACKGROUND

The Economic Development Collaborative - Ventura County (EDC-VC) mission is to maintain a healthy Ventura County economy through collaboration, education, and training as a means to create and sustain quality jobs and improve wealth, thus enhancing the standard of living and quality of life throughout Ventura County. EDC-VC seeks to create confident, connected, and directed business owners, civic leaders, and community partners by providing tools to build pathways for economic development. These tools include programs that promote a regional strategy, provide direct service in economic development, business technical assistance and development, and lending.

EDC-VC leadership comprises of a board of directors with a majority of members recruited from the private sector to represent leadership and expertise from the diversity of firms that drive the region's economy. Additionally, one elected city council member from each of the county's ten cities sit on the board, including Mayor Pro Tem Carmen Ramirez from the City of Oxnard, two members of the County Board of Supervisors, as well as executive representation from California State University Channel Islands, California Lutheran University, the Port of Hueneme, Ventura County Economic Development Association, and the Chambers of

Commerce Alliance.

Membership

Membership in EDC-VC comes with membership dues that contribute to the baseline EDC-VC budget, providing capacity for administration and direct economic development services, and for leveraging additional grant and contract investment. The City of Oxnard's membership dues for Fiscal Year 2018 (January-December) is \$9,900.

Dues for the cities in Ventura County are set on a sliding scale tied to population. For example, the City of Thousand Oaks and City of Simi Valley both paid \$7,700 for their dues, while the City of Ojai paid \$1,100.

Film Commission / Film Liaison

In addition to the Business Enhancement Program, EDC-VC provides a film liaison function to facilitate communication between industry and location representatives, specifically to help avoid conflicts and to improve the over-all filming experience for all parties. City staff works with EDC-VC in the preparation of film permits, identifying areas to film within the City, and interfacing with production and film scouting companies.

The intended outcome of this service is an increase of well-managed film activity, resulting in an increase in film shoots, film industry spending (particularly in overnight lodging), local job retention and creation, and increased positive exposure of Ventura County in media.

City, County and other partner financial contributions are adopted in EDC-VC's annual budget. The City of Oxnard's contribution for Fiscal Year 2018 is \$4,000. The Cities of Simi Valley and Thousand Oaks also contribute \$4,000, and the County of Ventura contributes \$15,000 to the film liaison service.

STRATEGIC PRIORITIES

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

Objective 2b. Improve relationships and communication between the City and the business community.

Objective 2c. Capitalize on historic, cultural and natural resources.

Objective 2d. Public safety will collaborate with the business community to promote an environment that supports economic development.

Goal 3. Enhance business retention and attraction.

Objective 3a. Implement an economic development plan for attracting and retaining business.

Goal 5. Revitalize Oxnard's downtown and pursue economic development opportunities.

FINANCIAL IMPACT

The FY2018-19 Economic Development Operating Budget includes the EDC-VC's film commission / film liaison cost of \$4,000 and Oxnard's membership dues of \$9,900.

Prepared by Adam Smith, Project Manager.

ATTACHMENTS:

Attachment A: EDC-VC Annual Dues and Program Overview

Attachment B: EDC-VC Film Liaison Purpose and Funding Levels

EDC-VC Annual Dues: Board of Directors & Program Contributions Fiscal Year 2018 (January-December)

Private Sector Board Membership (invoiced annually in January): **\$ 6,750 per year.**

Private sector membership may include up to four public institutions or special districts, such as the Port of Hueneme, public education institutions, the naval base, etc. Membership dues for not more than five members may be paid through in-kind services (e.g., marketing, legal), at twice the value of a cash membership. Total membership in this category shall not exceed 24.

Public Sector Board Membership (invoiced annually in July). Public sector membership is defined specifically as two members from the County Board of Supervisors and one city councilperson each from the ten cities. Dues for the cities are set on a sliding scale tied to population.

• County of Ventura	\$27,500	• Port Hueneme	\$2,200
• Camarillo	\$ 6,600	• Santa Paula	\$3,300
• Fillmore	\$ 2,200	• Simi Valley	\$7,700
• Moorpark	\$ 3,300	• Thousand Oaks	\$7,700
• Ojai	\$ 1,100	• City of Ventura	\$7,700
• Oxnard	\$ 9,900		

Membership dues are set annually through the budget. Private sector dues were last increased by 7.4% in 2015 (by \$500 annually), and prior to that by 4% in 2008. Public sector dues were adjusted for relative population in 2005, then raised by 10% in 2015. Membership dues contribute to the baseline EDC-VC budget, providing capacity for administration and direct economic development services and for leveraging additional grant and contract investment.

Business Enhancement Program (invoiced annually in July): This **\$138,000** fund contributes to EDC-VC capacity to provide direct business consulting. The fund is dedicated as cash match to the Small Business Development Center program, drawing \$2 of federal funding for each \$1 contributed locally, and to maintaining capacity for business lending. BEP dues are *not* set on a strict “sliding scale,” rather by ability and interest to contribute. Financial contributions are adopted annually in the EDC-VC budget.

• County of Ventura	\$50,000	• Port Hueneme	\$ 1,000
• Camarillo	\$14,000	• Santa Paula	\$ 3,000
• Fillmore	\$ 3,000	• Simi Valley	\$15,000
• Moorpark	\$ 6,000	• Thousand Oaks	\$15,000
• Ojai	\$ 1,000	• City of Ventura	\$15,000
• Oxnard	\$15,000		

Film Commission/Film Liaison (invoiced annually in May/June): The Film Liaison function is to facilitate communication between industry and location representatives, specifically to help avoid conflicts and to improve the over-all filming experience for all parties. Our intended outcome is an increase of well-managed film activity, resulting in an increase in film shoots, film industry spending (particularly in overnight lodging), local job retention and creation, and increased positive exposure of Ventura County in media. City, County and other partner financial contributions are adopted in EDC-VC’s annual budget.

• County of Ventura	\$15,000	• Port Hueneme	\$ 1,000
• Camarillo	\$ 3,000	• Santa Paula	\$ 2,000
• Fillmore	\$ 2,000	• Simi Valley	\$ 4,000
• Moorpark	\$ 1,000	• Thousand Oaks	\$ 4,000
• Ojai	\$ 1,000	• City of Ventura	\$ 8,000
• Oxnard	\$ 4,000	• Lodging Association	\$10,000

EDC-VC/Ventura County Film Commission

Film Liaison

Funding Levels, 2018

Film Liaison Purpose and Outcomes:

The Film Liaison function is to facilitate communication between industry and location representatives, specifically to help avoid conflicts and to improve the over-all filming experience for all parties.

Our intended outcome is an increase of well-managed film activity, resulting in an increase in film shoots, film industry spending (particularly in overnight lodging), local job retention and creation, and increased positive exposure of Ventura County in media.

To assure return on investment and accountability, the Film Liaison generates quarterly and annual reports on film activity and related economic benefits by city and region and reports monthly activities to the Economic Developers Roundtable.

Film Liaison Activity to Date, Funding Going Forward:

1. EDC-VC Board action in 2013 approved the establishment of the Film Liaison contract position and directed staff to work with stakeholders to secure funding commitments for continuing activity.
2. All Film Liaison funding is through voluntary contributions among the county, cities and other stakeholders.
3. Initial funding was secured from the cities, county and stakeholders beginning in June 2013.
4. Continuing funding for the activity was secured again from the cities, county and stakeholders in April 2015, then annually in June/July 2016, 2017 and forward.
5. Invoicing for the current period are going out in May 2018, with funding levels summarized on the reverse side of this sheet.
6. Work has concentrated on
 - Maintenance of the Film Commission website, www.venturacountyfilm.com/;
 - Continuous improvement of the dialogue between local stakeholders and the LA based film industry, with a concentration on facilitating industry engagement with the appropriate permitting entities;
 - Development and maintenance of processes to secure, track and report data on a quarterly basis for filming setup, shooting days and strike days;
 - Facilitate the development of a communication and branding strategy in partnership with the lodging industry, for the purpose of increasing the number of room stays generated by film activity.

Recommended Funding Levels: *Displayed in the attachment are the recommended funding levels for 2017.*

As displayed in the attached 2017 activity summary, the industry and Film Liaison activity contributed significantly to the region's economic output. *We saw a 22% increase in economic impact from 2016 to 2017, adding to an already strong 27% increase from 2015 to 2016.* Moving forward, the Film Liaison will continue to report activities and outcomes monthly to the Economic Roundtable. Summary reports will be submitted periodically to the full board of directors.

For Further Information, contact Bruce Stenslie, EDC-VC President & CEO, bruce.stenslie@edc-vc.com, 805-384-1800 x24, or Bill Bartels, Film Liaison, bill.bartels@edcsbdc.org, 805-990-5946.

Attachments: Requested Funding Levels, for 2018
Ventura County Film, Economic Activity Summary, 2017

EDC-VC, Film Liaison Budget Adopted Funding, 2018

County of Ventura:	\$15,000
City of Oxnard:	\$ 4,000
City of Thousand Oaks	\$ 4,000
City of Simi Valley	\$ 4,000
City of Ventura	\$ 8,000
City of Camarillo	\$ 3,000
City of Moorpark	\$ 1,000
City of Santa Paula	\$ 2,000
City of Port Hueneme	\$ 1,000
City of Fillmore	\$ 2,000
City of Ojai	\$ 1,000
EDC-VC Contribution:	\$10,000
Ventura County Lodging Association:	<u>\$10,000</u>
 Total, Projected	 \$65,000
 Other private	 \$ tbd



ECONOMIC
DEVELOPMENT
COLLABORATIVE

The background of the slide is a photograph of a long wooden pier extending into the ocean. The scene is captured during sunset or sunrise, with the sky and water reflecting a warm, golden light. Waves are breaking in the foreground, and the pier's structure is visible on the left side of the frame.

Economic Development Overview City of Oxnard, October 2, 2018

Overview

- Who we are and what we do
- Service profile in Oxnard
- Overview of the region's economic condition (such that informs our work)
- Regional Economic Development priorities going forward



Public/Private Partnership

- Leveraging Complementary Resources & Assets
- Coordinating, Maximizing Regional Capacity for Service
- Organized for Direct Service: business training, advising, lending
- Concentrated on: quality of life; business & economic outcomes; the key sectors that drive the economy



Economic Development Service Priorities

Business Retention & Expansion

Invest in the existing business base, maintain jobs & market share, grow existing companies & sectors

Growth by Start-ups & Entrepreneurship

Improve the conditions conducive to business creation by networking resources, education

Business Attraction

Market to, incentivize & draw new employers to increase the number of businesses & jobs



Oxnard Service Concentration

Client Profile & Activity:

- 85 active firms, 807 client consulting hours
- Firms served in manufacturing, wholesale, construction, professional services, software & systems engineering, food & beverage . . .

Current, Recent Past Business Outcomes

- More than 100 new jobs created, 300 at-risk jobs retained
- Over \$3 million in new sales
- 9 new start-up businesses launched
- Customized training, lean operations for several firms
- 24 loans to Oxnard based firms, for more than \$3 million
- More than \$500,000 for new early child education center

Film & Broadband Partnership & Support

- More than \$1 million annually in film industry economic impact
- Regional broadband consortium, mapping and gap analysis

Regional Condition: Much to Celebrate in Strengths

Natural Amenities Index (USDA, Washington Post)

#1 in the nation out of 3,111 counties, for physical characteristics that enhance location as a place to live, “the absolute most desirable place to live in America”

Gallup Community Well-Being Index

#16 out of 190 areas nationally, for how people experience their daily lives, relative to *purpose, social connections*, financial security & *health*

Sustainable Development Goals Index 2017

#8 out 100 areas nationally, in a broad index of indicators including poverty, health, inequality, education, clean water, clean energy, peace & justice . . .

California Leading the Nation

6th largest world economy, strong economic growth
#1 in business profits & business survival rate
#1 in venture capital & foreign direct investment
#1 in federal research funding & business R&D
1st in US to adopt business-backed gender pay equity

Regional Strength in Industry Sector Diversity

➤ **Oxnard Industry Strengths**

- Agriculture
- Manufacturing
- Wholesale Trade
- Administrative & Support

➤ **Oxnard Weaknesses**

- Higher concentration of lower wage jobs
- Lower shares of:
 - Finance & Insurance,
 - Professional/ Technical/Scientific
 - Arts & Recreation



Regional Challenges

- Lack of affordable workforce housing
- High commercial & low industrial real estate vacancy
- Concern over jobs/housing/labor force balance
- Uncertain appetite for construction, in-fill
- Uncertain infrastructure, roads, water, broadband
- **Slowest GDP growth in CA**



Ventura County Trails the State in Private Sector Job Creation

Region	% Change 2008-2018	% Change 2013-2018
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Ventura County	5.2%	9.9%
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California	14.2%	13.8%
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Los Angeles County	9.1%	10.1%
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Santa Barbara County	6.1%	5.7%
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San Luis Obispo County	19.6%	14.3%
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Kern County	9.7%	3.3%
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Comparing the Number of Payroll Jobs Available per Worker Ventura County Is Short on Jobs, Exports Labor

Region	Industry Jobs	Total Labor Force	Percent Jobs per Worker
Ventura County	330,300	421,800	78 %
Orange County	1,626,200	1,604,200	101 %
LA County	4,482,600	5,138,500	87 %
Sta Barbara County	207,600	215,400	96 %
California	17,608,700	19,368,100	91 %
Inland Empire	1,504,500	2,037,400	74 %

Oxnard is a Jobs Exporter

- More workers from Oxnard commute out (51,721) than commute in (32,688) to *primary* payroll jobs.
- Only 29% of the Oxnard *labor force* both lives & finds its primary employment in the city.
- Only Camarillo, T.O. & Ventura have more workers arriving than departing.



Priorities for the Way Forward

1. Potential growth in several sectors: Construction; Professional, Scientific & Technical; craft food & beverage, food systems
2. Double down on retaining and growing our key industries (manufacturing & technology, defense, biotech, agriculture)
3. Increase capacity for engaging global markets, international trade
4. Embrace commercial real estate re-use, infill & density
5. Invest in infrastructure, water, roads, broadband
6. Prioritize early child education, carried through for a quality education pipeline, investing in our own local skills & talent
7. Networking entrepreneurship resources, mentoring, connecting local talent to equity investors & capital



Contact

Bruce Stenslie, President/CEO
Economic Development Collaborative
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Camarillo, CA 93012
805-409-9155
bruce@edcollaborative.com
www.edcollaborative.com



ECONOMIC
DEVELOPMENT
COLLABORATIVE

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
 COMMENDING EVA LOPEZ FOR OVER 30 YEARS OF EXEMPLARY
 SERVICE TO THE CITY OF OXNARD

WHEREAS, Eva Lopez has given over 30 years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Eva Lopez began her career with the City of Oxnard as a Typist Clerk on January 6, 1986, and thereafter she was promoted accepting positions of increasing responsibility, scope and challenge resulting in her achieving her final position of Administrative Assistant; and

WHEREAS, Eva Lopez exemplified administrative proficiency through inter-personal skills, common sense, dedication, and commitment to her responsibilities going the extra mile to make sure things got done and providing exceptional external and internal customer service; and

WHEREAS, throughout her career Eva Lopez has been referred to as their “right hand” by the Directors she has worked with and has earned a reputation for being a dedicated, dependable, courteous, reliable, and responsible employee by her coworkers, peers and the business community she’s worked with; and

WHEREAS, Eva Lopez, has throughout her career, held the best interest of the City, in most cases, even before her own and sometimes sacrificing time with her family for work; and

WHEREAS, Eva Lopez contributed, behind the scenes, to the City of Oxnard’s Shopping at the Rose Project, Downtown Theater (Centennial Plaza) Project, Esplanade Project, Wagon Wheel (The Village) Project, Colonial House, and RiverPark/The Collection Development, and most recently in the dissolution process of the former Community Development Commission; and

WHEREAS, Eva Lopez has been missed in City government and in the community she has served for the last 30 years.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Eva Lopez for over 30 years of exemplary service to the City of Oxnard and extends best wishes for a fun and fulfilling retirement with family and friends.

PASSED AND ADOPTED this 9th of October, 2018 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

 Tim Flynn
 Mayor

ATTEST:

APPROVED AS TO FORM:

 Michelle Ascencion
 City Clerk

 Stephen M. Fischer
 City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: October 9, 2018

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Approval of Minutes.

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

RECOMMENDATION:

That the City Council approve the minutes of the October 2, 2018 Regular Meeting as presented.

STRATEGIC PRIORITIES:

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

FINANCIAL IMPACT:

There is no financial impact.

Prepared by Michelle Ascencion, City Clerk

ATTACHMENTS:

Attachment A: Minutes 10.02.2018 CC regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 October 2, 2018

A. ROLL CALL/POSTING OF AGENDA

At 5:00 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Ashley Golden, Interim Assistant City Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None.)

C. CLOSED SESSION

Mayor Flynn read the following closed session statement:

“The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The titles of the litigation being discussed are Pedro Marquez v. City of Oxnard and Martha Ramirez v. City of Oxnard.”

At 5:01 p.m., the City Council recessed to a closed session. At 5:31 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

Additional staff members present at this time were Claudia Pedroso, Downtown Revitalization Manager; Sofia Kimsey, City Librarian; Luis Guereca, Production Manager; Karl Lawson, Housing Compliance Services Manager; Darwin Base, Fire Chief; Eric Sonstegard, Assistant Police Chief; Sandra Burkhart, Special Districts Manager; Kathleen Mallory, Planning Division Manager; Scott Whitney, Police Chief; and Karen Moore, Assistant City Clerk.

E. APPOINTMENT ITEM

City Manager Department

1. SUBJECT: Oxnard Downtown Management District (ODMD) Annual Update.
RECOMMENDATION: That City Council receive a verbal report by Executive Director Abel Ramírez Magaña on the activities performed by the Oxnard Downtown Management District.

The Downtown Revitalization Manager introduced Mr. Magana, who gave a report. Public comments were received from Gary Blum, Mark Spellman, and Larry Stein. Discussion ensued among the Council and staff. No action was taken.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

F. CEREMONIAL CALENDAR

1. SUBJECT: Donation by the Cheng Family to the City of Oxnard in the Amount of \$30,000 to be Used for Technology Upgrades for Meeting Rooms and Homework Centers at the Oxnard Public Library.

The City Librarian and the late Dr. Chun-Lang Cheng's family members made remarks. The Chengs presented the City Librarian with a check and Mayor Flynn presented the Chengs with a certificate of appreciation.

2. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2018 as "Multicultural Month" in the City of Oxnard.

Cultural Relations Commissioners Tiffany Lopez and Helaine Stallion and the Production Manager made remarks on this year's Multicultural Festival, and Mayor Flynn read the proclamation and presented it to the Commissioners.

3. SUBJECT: Presentation of **Resolution No. 15,168** to Arturo Casillas for Thirty Years of Outstanding Service to the City of Oxnard.

Mr. Casillas made remarks and public comments were received from the Housing Compliance Services Manager. Mayor Flynn read the resolution and presented it to Mr. Casillas.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to approve the resolution as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor, the motion carried 5-0.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Carol Taylor (Channel Islands Harbor water quality), Ken Oplinger (Ventura County Lodging Association summit), Jackie Tedeschi (INCO candidate forum), Woodrow Thomas Sr. (status of his claim against the city), Larry Stein (park maintenance), Darryl Anderle (planning, development, and traffic), Harold Ceja (overflowing dumpsters), Martin Jones (elected officials and accountability), George Miller (support for Proposition 6 and candidates Ralston, Starr, and Stein), Aaron Starr (termination of former Economic Development Director), Alicia Percell (lawsuits), Pat Brown (distributing event/meeting information to the public), Kate Acosta (expressed support for the City Council), and Patricia Younis (Channel Islands Harbor water quality).

H. REPORT OF CITY MANAGER

The City Manager announced that he has purchased a home in the city and now lives in Oxnard full time.

I. CITY COUNCIL REPORTS

Councilmember Madrigal commented on political signs, recent meetings of the Downtown Management District and Rose Park Neighborhood, the Banana Festival, Coffee with a Cop, the upcoming La Colonia neighborhood cleanup, the Multicultural Festival, and bullying.

Mayor Pro Tem Ramirez commented on the recent Tourism Summit, recent illegal gun seizures by the Police, the importance of flu shots, the upcoming nationwide emergency alert system test, and the Hikianalia Polynesian voyaging canoe visit to the Channel Islands Harbor.

Councilman MacDonald commented on the City Manager's efforts to promote the city, the recent RDP-21 meeting and Military Appreciation Dinner, and the upcoming Multicultural Festival.

Councilmember Perello commented on the Channel Islands Harbor water quality, the upcoming INCO candidate forum, the Banana Festival, a clothing drive for people in need in Guatemala, and the importance of public engagement.

Mayor Flynn commented on a recent presentation from Father Gregory Boyle of Homeboy Industries, the city's gang injunction, and gang intervention.

Chief Base made some brief remarks about the upcoming nationwide emergency alert system test.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-1, L-2, and L-6 were discussed among the Council, staff, and legislative consultant Elisabeth Paniagua.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Larry Stein, Phillip Molina, George Miller, Jose Garcia, Alex Mireles, Larry Barbarine, Vianey Lopez, Pat Brown, Ken Oplinger, Jeff Burum, Aaron Starr, and Woodrow Thomas Sr.

L. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the September 18, 2018 Regular Meeting as presented.

City Manager Department

2. SUBJECT: Oxnard City Council Position on November 2018 Ballot Initiatives.
RECOMMENDATION: That the City Council 1) Receive the report; 2) Adopt **Resolution No. 15,169** Supporting State Propositions 2 and 3 and Opposing Proposition 6; and 3) take such additional, related action as may be desired.

Fire Department

3. SUBJECT: Authorization to Submit a Grant Application to the Office of Emergency Services for the 2018 Emergency Management Performance Grant (EMPG)
RECOMMENDATION: That City Council adopt **Resolution No. 15,170** authorizing:
1. The City Manager to submit a grant application in the amount of \$46,829 to the Ventura County Office of Emergency Services for the 2018 Emergency Management Performance Grant for the purpose of planning and conducting an emergency management and response exercise and for offsetting the salary of emergency services personnel;
 2. The City Manager or designee to execute the grant agreement if grant funds are awarded to the City;
 3. The Chief Financial Officer or designee to submit financial reports and grant claims, approve special budget appropriations for the use of the grant funds and perform all other required financial actions; and
 4. The Fire Chief or designee to submit non-financial reports.
4. SUBJECT: Funding of One Vehicle from CUPA Capital Equipment Fund.
RECOMMENDATION: That City Council appropriate \$37,539 from the CUPA Capital Equipment Fund 373 fund balance for the purchase and outfitting of one vehicle for the Certified Unified Program Agency (CUPA) inspectors.

Information Technology Department

5. SUBJECT: Extension of Compuwave Blanket Purchase Order for Computer Upgrades.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute revised Compuwave Purchase Order #6668, to increase the not-to-exceed amount from \$350,000 to \$450,000. This purchase order was approved on February 6, 2018 and revised on June 19, 2018 for the purpose of purchasing computers, network hardware, and software.

Police Department

6. SUBJECT: Appropriation of Funds for Payment to Adamson Police Products.
RECOMMENDATION: That City Council approves a budget appropriation recognizing \$50,250 of “pass-through” misc. revenue for payment of firearm purchases with Adamson Police Products.

Public Works Department

7. SUBJECT: Second Amendment to Tree Trimming Services Agreement.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Second Amendment to Agreement No. 7517-16-CM with West Coast Arborists, Inc. in the amount of \$720,000 to increase the amount to a total of \$1,666,225 for tree trimming services.
8. SUBJECT: Five Agreements for On-Call Soils and Material Testing and Inspection Services.
RECOMMENDATION: That City Council award and authorize the Mayor to execute Agreement Numbers A-8078 with Fugro USA Land, Inc., A-8079 with Leighton Consulting, Inc., A-8080 with NV5 West, Inc., A-8081 with Earth Systems Pacific and 8256-18-PW with Twining, Inc., each in the amount of \$250,000 and for three-year terms, for on-call soils and materials testing and inspection services.

9. SUBJECT: Authorize Annual Purchase Order with Aqua Metric Sales Company for Water Meters and Related Parts.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a purchase order with Aqua Metric Sales Company for the annual (FY 18-19) amount of \$240,000 to purchase water meters and parts.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, to approve the Information/Consent items as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor, the motion carried 5-0.

M. PUBLIC HEARINGS

Police Department

1. SUBJECT: JAG FY 18 Grant.
RECOMMENDATION: That City Council adopt **Resolution No. 15,171**:
1. Authorizing the City Manager to execute and submit an application for U.S. Department of Justice (DOJ) grant funds in the amount of \$106,112 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program's FY 2018 Local Solicitation;
 2. Authorizing the City Manager to execute a Memorandum of Understanding with the Cities of San Buenaventura and Simi Valley designating the City of Oxnard as the lead agency and fiscal agent for the JAG;
 3. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of grant award;
 4. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve administrative budget appropriation for the use of JAG funds upon award; and
 5. Authorizing the Chief of Police or designee to submit all program related progress or status reports.

The City Clerk announced the affidavit of publication and stated that no written communications had been received. The Assistant Police Chief gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Woodrow Thomas Sr. Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

N. REPORTS

Public Works Department

1. SUBJECT: Approval of the Release of Seabridge CFD Escrow Funds.
RECOMMENDATION: That the City Council:
1. Approve the release of the \$250,000 deposit paid by the Developer of the Seabridge

Community Facilities District (CFD), and accumulated interest, to the City of Oxnard based upon the findings of the City's water quality expert that the thresholds of water quality have fallen below the Generally Accepted State Standards per the Seabridge Development Agreement;

2. Authorize a reimbursement from Seabridge Development Deposit Z43801 to Seabridge CFD#4 (Fund 173) for expenditures related to water quality issue in amount of \$68,930;

3. Authorize a budget appropriation for Seabridge CFD#4 (Fund 173) in the amount of \$68,930 for expenditures related to water quality issue.

The Special Districts Manager gave a report. Public comments were received from Audrey Keller, Jeffrey Burum, Kari Cryder, Aaron Starr, George Miller, and Mike de Martino. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Ramirez, to approve the recommended action as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

Development Services Department

2. SUBJECT: Cannabis Land Use Options.

RECOMMENDATION: That City Council:

1. Receive a presentation regarding land use and siting (location) options associated with cannabis land uses in zoning designations throughout the City of Oxnard;
2. Direct staff to prepare draft land use and permit regulations that would allow cannabis distribution, manufacturing, and testing/laboratory operations in the City of Oxnard;
3. Review potential indoor and outdoor cannabis cultivation and provide input on land use locations, if any; and
4. Review potential medical and non-medical cannabis dispensary (i.e., retail dispensaries) locations and direct staff to conduct community outreach to solicit input pertaining to proposed dispensary locations in the City of Oxnard.

The Planning Division Manager gave a report. Public comments were received from Jared Ficker, Joe Kyle, Gabriel Teran, Woodrow Thomas Sr., and Pat Brown. Discussion ensued among the Council, staff, Matt Eaton of HdL Companies, and Jesse Calvillo of AGQ Labs.

The Council provided the following direction for each of the staff recommendations:

Recommendation No. 2 – Allow cannabis distribution, manufacturing, and testing/laboratory operations: Madrigal – allow all; Ramirez – allow all; MacDonald – allow all; Perello – allow all; Flynn – allow testing/laboratory operations.

Recommendation No. 3 – Allow indoor and outdoor cannabis cultivation: Madrigal – allow both; Ramirez – allow indoor; MacDonald – allow indoor; Perello – allow indoor; Flynn – do not allow.

Recommendation No. 4 – Allow medical and non-medical cannabis dispensary locations: Madrigal – allow both; Ramirez – allow both, but wants to set a maximum number of locations; MacDonald – allow both, but wants to create a framework for enforcement, oversight, saturation, advertising, and related issues; Perello – allow both; Flynn – do not allow.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:16 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: 2

DATE: October 9, 2018

TO: City Council

FROM: Scott Whitney
Police Chief

SUBJECT: Federal and State Asset Forfeiture Funds.

CONTACT: Scott Whitney, Police Chief
Scott.Whitney@OxnardPD.org, (805) 385-7624

RECOMMENDATION:

That City Council approve a special budget appropriation in the amount of \$154,350 for the use of Federal (\$108,350) and State (\$46,000) asset forfeiture funds allocated to the City of Oxnard Police Department. The funds will be used for training and equipment purchases not normally associated with general fund expenditures.

BACKGROUND

The Oxnard Police Department participates with outside agencies in the investigation and prosecution of narcotics related crimes. Assets seized are proportionately shared among the agencies. These equitably shared funds must be used by law enforcement agencies for law enforcement purposes only and cannot replace or supplant existing resources. The current year's appropriation will be used for training opportunities that are not reimbursed by California P.O.S.T. (Peace Officers Standards & Training), various equipment purchases not historically covered via general fund expenditures, and funding community programs designed to combat gang activity and drug abuse.

We have identified several equipment purchases that support the Department's 2018 goals of Community Safety, Community Engagement, Neighborhood Problem-Solving, and Tools for Success including:

- ☐ Equipment for investigative operations
- ☐ Thermal imaging equipment for first responders

Federal and State Asset Forfeiture Funds

October 9, 2018

Page 2

- ☐ Pursuit intervention devices for first responders
- ☐ Property Room improvements (Firearms storage/Card readers)
- ☐ Animal licensing & tracking software
- Tactical Equipment (Night Vision, Binoculars, Cameras)

California Health & Safety Code section 11489(a)(2)(A)(i) mandates that 15% of state asset seizure funds “*be used for the sole purpose of funding programs designed to combat drug abuse and gang activity...for high-risk elementary and secondary school students.*” The designated portion of these seizure funds will be used to work closely with local community-based organizations to accomplish these goals.

In 2017, the Oxnard Police Department conducted an application process for Asset Seizure Community Funds and received twenty (20) applications from local community-based organizations. Applicants were scored on criteria that included: Locality, Target Population, Project Benefits, Evidence of Need/Prior Success, and Program/Applicant Need. We were able to provide mini-grants in the form of \$5,000 to the following organizations:

- *MICOP-Tequio Youth Group*
- *El Centrito Family Learning Center*
- *Pacifica High School-AVID Program*
- *Young Life Oxnard*
- *EMAC-Education & Mentoring as Alternatives to Crime*
- *DRAGG*
- *Oxnard Housing Summer Youth Mural Project*
- *Hip-Hop Help*
- *Boys & Girls Club of Oxnard*
- *Parents of Murdered Children*

We plan to conduct a similar application process upon the approval of this recommendation.

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.

Objective 1a. Create a renewed focus on police/community relations with underserved communities and youth population.

Objective 1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

FINANCIAL IMPACT

Of the \$154,350 appropriation requested, \$108,350 will be appropriated to Asset Seizure-Vxnet Fed Fund 230 (for equipment and training) and \$46,000 will be appropriated to Asset Seizure-State Fund 191 (for equipment and community programs). The current fund balance for Fund 230 is approximately \$117,700. The current fund balance for Fund 191 is approximately \$170,305. Upon approval and purchase of the requested items, the remaining fund balances will be approximately \$9,350 for Fund 230 and \$124,305 for Fund 191. Approval of this recommendation will have no impact on the General Fund.

Prepared by: Eric S. Sonstegard, Assistant Police Chief

ATTACHMENTS:

2018 AFF Budget Appropriation

REQUEST FOR BUDGET APPROPRIATION

Department: Police
Project/Program
Manager: Scott Whitney

Date: October 16, 2018
Phone: ext. 7612

Reason for Appropriation:

Appropriation of Asset Forfeiture funds for FY 2018-19 operations.

Accounts and Descriptions

AMOUNT

Fund: ASSET SEIZURE - STATE (191)

Expenditures/Transfers Out

SUPPORT SERVICES (2103)

191-2103-802-81-34	MINOR EQP - SHOP/FIELD	21,000
191-2103-802-82-09	CONTRACTS AND SERVICES/SERVICES OTHER	<u>25,000</u>
	Sub-total Expenditures	<u>46,000</u>

Net Change to Fund Balance (46,000)

Fund: ASSET SEIZURE - VCAT FEDERAL (230)

Expenditures/Transfers Out

SUPPORT SERVICES (2103)

230-2103-802-81-34	MINOR EQP - SHOP/FIELD	60,000
230-2103-802-83-43	TRAINING/WORKSHOP/MEETINGS	<u>48,350</u>
	Sub-total Expenditures	<u>108,350</u>

Net Change to Fund Balance (108,350)

Net Appropriation Change 154,350

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

Attachment A



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: October 9, 2018

TO: City Council

FROM: Scott Whitney
Police Chief

SUBJECT: Authorization to Apply for Grant from the Department of Justice in the Amount of \$564,491.

CONTACT: Scott Whitney, Police Chief
Scott.Whitney@OxnardPD.org, (805) 385-7624

RECOMMENDATION:

That City Council adopt a resolution authorizing:

1. The City Manager to execute and submit an application for the California Department of Justice ("DOJ") grant funds in the amount of \$564,491 from the Tobacco Grant Program for fiscal years 2018-2020.
2. The City Manager to execute a Memorandum of Understanding with the California DOJ to receive and expend grant funds with the City of Oxnard as the fiscal agent for the Tobacco Grant Program;
3. The City Manager or designee to execute grant agreements and appropriate funds upon notification of the grant award and approve necessary administrative budget appropriations;
4. The Chief Financial Officer or designee to submit financial reports and grant claims for the use of Tobacco Grant funds upon award; and
5. The Chief of Police or designee to submit non-financial reports (program-related progress or status reports).

BACKGROUND

The California Healthcare, Research and Prevention Tax Act of 2016 (Proposition 56) provides local public agencies with funding to promote a healthier California by reducing illegal sales and marketing of cigarettes and tobacco products to minors. The Office of the Attorney General makes these annual funds available to local law enforcement agencies through DOJ's Tobacco Grant Program.

Approved by voters in 2016, Prop. 56 increased taxes on cigarettes and other tobacco products by \$2.00 starting in April 2017. The initiative specifically allocates \$30 million of annual revenue to the California Department of Justice. These funds will support local law enforcement efforts to reduce the illegal sale of tobacco products to minors.

If selected, the grant will fund for up to a three-year cycle. The City of Oxnard is applying to receive an award of \$564,491.00. Matching funds are not required.

Funds from this grant can be used to enforce state and local laws related to the illegal sale and marketing of tobacco products to minors and youth including:

- Retailer compliance checks
- Retailer training programs
- Installation of signage
- Youth outreach
- Tobacco retail license inspections
- Preventing and deterring use of tobacco products on school premises

The Police Department received notification of the grant opportunity in mid-September and submitted an application to meet the October 5, 2018 deadline.

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.

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

FINANCIAL IMPACT

This is a three-year cycle grant, i.e., FY2018-19, FY2019-20, and FY2020-21, with anticipated award of \$188,164 for each fiscal year totaling \$564,491. This grant does not require any matching contribution. The funding will serve to supplement public safety and will not supplant existing effort.

Prepared By: Eduardo M. Miranda, Police Commander

Tobacco Grant Program Application
October 9, 2018
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ATTACHMENTS:

Tobacco Grant Program Resolution

Tobacco Grant Program Application

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SUBMITTAL OF GRANT APPLICATION AND APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING DESIGNATING THE CITY OF OXNARD AS THE LEAD AGENCY AND FISCAL AGENT FOR GRANT FUNDS

WHEREAS, City Council Resolution No. 12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the California Department of Justice (“DOJ”) grants funds in the amount \$188,164.00 per fiscal year for a total of \$564,491.00 from the DOJ Tobacco Grant Program; and

WHEREAS, an application for the Tobacco Grant Program must be submitted by the Oxnard Police Department within the County of Ventura; and

WHEREAS, the Police Department has requested that City Council approve the application to the DOJ for \$564,491.00

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Manager is authorized to execute and submit a grant application for the Department of Justice’s (“DOJ”) Tobacco Grant Program.
2. The City Manager is authorized to execute a Memorandum of Understanding with The DOJ to receive and expend Tobacco Grant Program funds.
3. The City Manager or designee is authorized to execute grant agreements.
4. The Chief Financial Officer or designee is authorized to submit financial reports and grant claims and approve administrative budget adjustments for the use of grant funds.
5. The Chief of Police or designee is authorized to submit all program related progress or status reports.

PASSED AND ADOPTED THIS 16th day of October, 2018, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

**TOBACCO LAW ENFORCEMENT
GRANT PROGRAM**

DOJ-PROP56-2018-19-1

PROPOSAL COVER SHEET

SUBMITTED BY:

Oxnard Police Department

Field Services Bureau/SRO Unit

Eduardo M. Miranda

251 S. C Street/(805) 385-7600/eduardo.miranda@oxnardpd.org

PROGRAM CONTACT:

Senior Officer Hannah Estrada

251 S. C Street/(805) 385-7600/hannah.estrada@oxnardpd.org

Authorized Signatures:

 9/26/18

Chief Scott Whitney, Date

 9/26/18

CMDR. Eduardo M. Miranda, Date

 9/28/18

Sr. Officer Hannah Estrada, Date

Agency Description:

With a diverse population of some 210,000 residents, Oxnard is California's 20th largest city. Situated on the coast, Oxnard's neighborhoods range from older, high-density centers, to agricultural fields, to expensive beach properties. The City of Oxnard is ethnically diverse with about 74.3% of its residents being Hispanic, 2.7% African American, 14.1% Caucasian, and 12.2% other racial/ethnic categories.¹

The Police Department's 249 authorized sworn and 126 civilian positions serve with the mission statement "*Protecting our community with exceptional service.*" For decades, the Oxnard Police Department ("OXPD") has prided itself as being a progressive organization that operates around the philosophies of community-oriented policing and problem solving. OXPD's leadership believes that such strategies were key drivers that contributed to a 20-year trend of falling crime rates. To provide some perspective, Oxnard's 1991 overall crime rate of 68.53 crimes per one thousand residents diminished to 20.80 per thousand in 2011, its lowest year on record. One of the key strategies involves paying attention to quality of life issues, for when left unchecked they invite problems and crime.

With some 157 licensed tobacco retailers in the city, OXPD believes that the proliferation of tobacco is one quality of life issue that detracts from the public's health, negatively impacts youth, and contributes to delinquency. Though Oxnard has a city code section that prohibits smoking in public places, it is common to see people violate this local ordinance. Tobacco products also contribute to the degradation of the environment. It is common to find evidence of this infraction, with cigarette butts discarded in places such as public parks, playgrounds, bus stops, outside of local bars, as well as on the sidewalks, and in gutters.

The youth population is also vulnerable to the use of tobacco products, many of them developing addictive habits for this substance. When combined with a modest level of determination, youth also have the means to illegally obtain and use tobacco products. In 2016, the State of California enacted new tobacco legislation that raised the legal age to purchase tobacco products from 18 to 21. In light of this, OXPD's officers continue to see significant tobacco use by minors and adults under the age of 21. New tobacco products such as e-cigarettes and "vape" have become increasingly appealing to teens due to their ease of access, as well as their ability to be concealed. Social media and movies have marketed e-cigarette and vape products as the "cool thing" for juveniles to do.

With that, retailers of tobacco products must be made aware of laws and standards, and also be held accountable for violations, such as selling to minors.

An overall strategy to lessen the negative impacts of tobacco in Oxnard needs to have a number of approaches, including:

- Public education and awareness, with an emphasis on youth and retailers.

¹US Census. (September 9, 2018). <https://www.census.gov/quickfacts/fact/table/oxnardcitycalifornia/RH1725217#viewtop>

- Increased awareness on Oxnard's municipal codes concerning the use of tobacco in public places.
- Enforcement of tobacco-related violations, ranging from use in public places to unlawful sales.
- Prevention-based outreach into the youth community, with increased emphasis of awareness within the school districts.

By adopting the above strategies, and by working with stakeholders such as youth, tobacco vendors, and schools, the OXPD can help improve the quality of life in Oxnard.

Funding Requested:

OXPD is requesting \$564,491 during the three-year grant period. The funding would be allocated at \$188,164 per fiscal year, beginning in FY 18-19.

Goals & Objectives:

Education and outreach would be principal components of the strategy, followed by enforcement of laws and local ordinances.

OXPD police personnel will conduct decoy operations at retailers that sell tobacco products to determine if they are selling to minors. In addition, officers will frequent locations where youth are known to congregate, to see if any of them are observed to be illegally using tobacco products. Minors will be contacted and provided information concerning the dangers of tobacco use. Enforcement will take place where necessary.

Officers will work closely with Ventura County Public Health/Ventura County Behavioral or community-based organizations ("CBOs") to assist in educating youth of the dangers of tobacco. Officers will visit retailers and provide informational handouts, and communicate with the public via social media and other means of communication. City staff will place signage in public places that tobacco use has been commonly seen, such as parks, near schools, and other public places.

School Resource Officers("SRO's") will work closely with Rio School District, Oxnard School District, Oxnard Union High School District, and Hueneme School District to provide informational pamphlets and posters to be distributed to each school district with their permission. The SRO's will partner with the schools to engage in outreach on the campuses.

This grant's project leader will lead efforts to partner with the Department of Public Health/Ventura County Behavioral Health to identify educational opportunities for youth that have been found to be in possession of tobacco products.

Overall, the combination of outreach and enforcement will assist in reducing the use of tobacco by minors.

Problem Statement:

In a recent article in the New York Times on September 12, 2018, the Food and Drug Administration (“FDA”) announced that because so many teenagers are now vaping, it is now targeting this behavior. FDA commissioner Dr. Scott Gottlieb said there are more than two million middle and high school students who regularly used e-cigarettes last year. Under Federal law, selling e-cigarettes to anyone under 18 is prohibited. The issue with e-cigarettes is that it has fewer toxins than regular cigarettes, but the nicotine levels are much higher, and more addictive. The FDA said that the adolescent brain is still developing, and highly vulnerable to addiction.

The sheer numbers of vaping youth are of concern. Cities all over the United States are being plagued with this new trend of tobacco consumption. Some figures recently issued by the Ventura County Public Health Department Tobacco Policy Program showed a 35% increase in availability in Ventura County in stores surveyed between 2013-2016. 81.7% of tobacco store advertisement is about e-cigarette & vaping products. In Ventura County, 11.7% of adults still smoke, and 37% youth have used e-cigarettes. Of the 731 tobacco retailers in Ventura County, 28.1% of these vendors are near schools, and 75% of the stores near schools sell “Swisher Sweets” or cigarillos for less than \$1.00. These figures are alarming.

According to the California Community Health Assessment Tool, as of September 2018 there are 182 tobacco retailers in Oxnard, and 157 of these are licensed retailers. Sixty (60) of these retailers are within 1,000 feet of schools. The demographic makeup of Oxnard is primarily Latino at 74.3% and the median household income is \$62,000 per year.

Based on the information above, there is a compelling need for increased effort and resources to address tobacco proliferation and accessibility. This an opportunity for the City of Oxnard to get ahead of this social issue.

Project Description

Goals and Objectives:

The goals and objectives of this proposal will consider Oxnard’s entire population, but will place emphasis on its large Latino population and youth. The goals and objectives will be based on outreach, propagation of information, and compliance checks/enforcement. Particular emphasis will be placed upon factors that closely resemble the classic crime triangle²: purveyors of tobacco (a source of supply, or suspect if illegally selling) as well as the youth population (the victim), and public places such as parks, schools, and designated areas (the location).

- Enforcement - compliance checks of all tobacco retailers in Oxnard.

² A tool used in problem-solving. The sides of the triangle – victims, offenders, and the location – represent the three elements of every crime situation. (Metropolitan Police Department of the District of Columbia)

- Working under the direction and supervision of police officers, Police Explorers under **21** years of age participate in a minimum of **12** tobacco decoy-buy operations per fiscal year to identify illegal retailers.
- Follow up to decoy-buy operations to make sure retailers are in compliance.
- Visiting local dining areas, public events, recreational areas, and service areas with 25 feet from any area where smoking is already prohibited to conduct enforcement for those found smoking.
- Youth outreach/education - a minimum of any combination of **12** school presentations, outreach campaigns, public service announcements (radio, other media), social media postings, joint presentations/projects with Ventura County Public Health/Ventura County Behavioral Health or other Community Based Organizations, and provide handouts/training aids per fiscal year.
- In collaboration with Oxnard Public Works and Ventura County Public Health design/install signage to be installed at public parks, athletic fields, and buildings that are city-owned or open to the public. Such signage will include information regarding the dangers of tobacco use and list applicable criminal/city ordinances.
- The City of Oxnard will work the with local transit authority to design and deploy signage at bus benches areas. These signs will warn of the dangers of smoking, and provide a list of resources to residents to help in quitting the use of tobacco.
- Provide briefing room training/training bulletin to officers of the applicable sections to cite business and juveniles in violation.
- Installation of overt, clearly marked “community cameras” **(20 per year)** in areas where smoking is prohibited to discourage and/or identify violators.
- Any officer tasked with grant funded tobacco operations will be authorized to attend a California Department of Justice (“DOJ”) sanctioned/approved training relative to tobacco enforcement.
- Work with the Ventura County Public Health Department to provide a juvenile diversion program for those who are cited, teaching them the dangers of tobacco use. This gives juveniles and opportunity to attend the program in lieu of having a citation formally processed.
- All statistics will be compiled by the grant’s project manager. All data will be available for review by DOJ, and will be used to quantify the success of OXPD efforts.

By the conclusion of this grant project, OXPD hopes to see reductions in tobacco use among Oxnard’s youth.

Project Personnel

Grant Funded:

The following personnel will be involved in the administration and delivery of the grant.

- Commander Eduardo M. Miranda (SRO Unit-Project Director)

- Sergeant Daniel Shrubbs (SRO Unit-Field Operations)
- Senior Officer Hannah Estrada (SRO Unit-Daily grant activities)
- Four selected (4) Police Officers for field enforcement/presentations

The grant will fall under the purview of the Field Services Bureau's School Resource Officer Unit and its management. Grant funds will cover personnel overtime costs, training/related travel, and other directly-related expenses.

Budget:

See attached budget detail spreadsheet.

Costs Per Fiscal Year (July 1 - June 30)

A. Personal Services

Salaries

Classification/Positions	Computation	FY 2018-19	FY 2019-20	FY 2020-21
		\$ -		\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
SUBTOTAL		\$ -	\$ -	\$ -

Overtime

Classification/Positions	Computation	FY 2018-19	FY 2019-20	FY 2020-21
Police Sergeant/Includes benefits	106.3367	\$ 10,634	\$ 10,634	\$ 10,634
Senior Officer/Includes benefits	91.801	\$ 9,180	\$ 9,180	\$ 9,180
Police Officer/Includes benefits	82.2497	\$ 49,350	\$ 49,350	\$ 49,350
		\$ -	\$ -	\$ -
SUBTOTAL		\$ 69,164	\$ 69,164	\$ 69,164

Benefits

Classification/Positions	Computation	FY 2018-19	FY 2019-20	FY 2020-21
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
SUBTOTAL		\$ -	\$ -	\$ -
TOTAL PERSONAL SERVICES		\$ 69,164	\$ 69,164	\$ 69,164

B. Operating Expenses (e.g. supplies, signage, tobacco products, etc.)

Description	Computation	FY 2018-19	FY 2019-20	FY 2020-21
Tobacco Signage (bus benches and parks)		\$ 10,000	\$ 10,000	\$ 10,000
Purchase of product during operations		\$ 2,000	\$ 2,000	\$ 2,000
Tobacco educational material		\$ 5,000	\$ 5,000	\$ 5,000
Community Cameras	20 cameras per fiscal year @ \$4000 per unit.	\$ 80,000	\$ 80,000	\$ 80,000
		\$ -	\$ -	\$ -
TOTAL		\$ 97,000	\$ 97,000	\$ 97,000

C. Equipment (tangible items with a per-unit cost of \$5,000 or more)

Description	Computation	FY 2018-19	FY 2019-20	FY 2020-21
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -

D. Travel Expenses/Registration Fees*

Description and Destination	Computation	FY 2018-19	FY 2018-19	FY 2020-21
Tobacco related -DOJ sponsored training courses		\$ 10,000	\$ 10,000	\$ 10,000
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
TOTAL		\$ 10,000	\$ 10,000	\$ 10,000

*Travel rates must adhere to State rules and limits.

E. Other Expenses

Description	Computation	FY 2018-19	FY 2019-20	FY 2020-21
Install and Maintenance of signage		\$ 12,000	\$ 12,000	\$ 12,000
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
TOTAL		\$ 12,000	\$ 12,000	\$ 12,000

F. Administrative Costs*

Description	Computation	FY 2018-19	FY 2019-20	FY 2020-21
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -

*Administrative costs may not exceed 5% of the total budget.

SUMMARY

Budget Category	FY 2018-19	FY 2019-20	FY 2020-21	Total Request
A. Personal Services	\$ 69,164	\$ 69,164	\$ 69,164	\$ 207,491
B. Operating Expenses	\$ 97,000	\$ 97,000	\$ 97,000	\$ 291,000

C. Equipment	\$ -	\$ -	\$ -	\$ -
D. Travel/Registration	\$ 10,000	\$ 10,000	\$ 10,000	\$ 30,000
E. Other Expenses	\$ 12,000	\$ 12,000	\$ 12,000	\$ 36,000
F. Administrative Costs	\$ -	\$ -	\$ -	\$ -
 TOTAL PROJECT COSTS	 \$ 188,164	 \$ 188,164	 \$ 188,164	 \$ 564,491



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: 4

DATE: October 9, 2018

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: First Amendment to Agreement for Sidewalk and Curb and Gutter Grinding

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

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the First Amendment with BPR, Inc., extending Agreement A-7955 for two years and increasing the amount by \$250,000 for a new agreement total of \$500,000.

BACKGROUND

The City of Oxnard has approximately 650 miles of sidewalk. A variety of factors, such as tree roots and water damage, contribute to the displacement of sidewalk surfaces. Sidewalk grinding is typically a first response to displaced (lifted) sidewalks. Displacements between 1/4 inch and 1-1/2 inches can be ground without the need for full replacement of sidewalk panels. Approximately 80 percent of all of the City's sidewalk displacements fall within this range. Depending on the cause of the displacement, one site may be ground multiple times over several years before requiring removal and replacement.

In 2016, the County of Orange conducted a formal request for bid for sidewalk and curb and gutter grinding services and awarded a five-year \$500,000 contract to BPR, Inc. (BPR). The City of Oxnard "piggybacked" off of the County of Orange's agreement, meaning the City of Oxnard used the County of Orange's 2016 solicitation rather than rebid the work.

On June 27, 2017, the Oxnard City Council awarded Agreement Number A-7955 for on-call sidewalk and curb and gutter grinding services with BPR in the amount of \$250,000 for a one-year term that expired July 31, 2018. The Streets Division of the Public Works Department

Amendment to Sidewalk and Curb and Gutter Grinding Agreement

October 9, 2018

Page 2

assigned areas to BPR to grind sidewalk and curb and gutter displacements. BPR serviced the following neighborhoods in fiscal year 17-18: Wilson, Hobson Park East, West Village, East Village, Southwinds, and Lemonwood.

City staff now requests that the Council authorize a first amendment to extend the agreement by two years and add another \$250,000. If this is authorized, in fiscal year 18-19, BPR will continue to work in the previously listed neighborhoods. Additional neighborhoods will also be serviced as required.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There are sufficient funds in Fiscal Year 18-19 from Measure O Alleyway and Roadway Repairs (104-5704-803-8209 Project MO3102) to cover the cost of this amendment. If FY 19-20 has insufficient funding, the services will require a new solicitation.

Prepared by Raymond Williams, Street Supervisor

ATTACHMENTS:

Attachment A - First Amendment

Attachment B - A-7955 BPR Agreement

Attachment C - County of Orange Contract with BPR

Agreement No. A-7955**FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This First Amendment ("First Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of ____, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and BPR, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on August 1, 2017, by City and Vendor.

City and Vendor agree as follows:

1. In Section 3 of the Agreement, the date "July 31, 2018" is hereby deleted and replaced with "July 31, 2020."
2. In Section 4 of the Agreement, the first sentence is deleted and replaced with the following:
"City shall pay Vendor an amount not to exceed \$500,000, for the Services performed during the term of this Agreement."
3. Section 6.d. is added to the Agreement to read as follows:
"City agrees to hold harmless the County of Orange for all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of Agreement MA-08017010020 entered into by Vendor and the County of Orange."
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

BPR, INC.

Tim Flynn, Mayor

Date

Bryan Patrick Rifley, President¹

Date

ATTEST:

Michelle Ascencion, City Clerk

Date

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

10/1/18
Date

¹ The City requires the following for any contract:

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

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

Agreement No. A-7955

**AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/16)**

THIS AGREEMENT FOR TRADE SERVICES (“**Agreement**”) is entered into in Ventura County, California, this 1st Day of August, 2017, by and between the City of Oxnard (“**City**”) and BPR, Inc. (“**Vendor**”), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: monthly sidewalk, curb and gutter and spandrel grinding services (the “**Services**”).

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below. Services shall be performed as described in **Exhibit C**, “Scope of Work.” Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on August 1, 2017, and shall end on July 31, 2018. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City’s behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor an amount not to exceed \$250,000, for the Services performed during the one (1) year term of this Agreement. 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. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors 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, its employees, subcontractors, agents and sub-vendors. 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.

5. Vendor shall compensate all of its employees in accordance with both the City’s Living Wage Policy and State-required prevailing wages. Vendor understands that 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.

a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit A**. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services under this Agreement. This hourly

rate shall be adjusted on July 1, 2018, 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, Riverside, Orange County 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. 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 Requirements, which is attached hereto as **Exhibit B** and incorporated herein by this reference.

6. a. To the fullest extent permitted by law, Vendor 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 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 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, Vendor’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 Vendor’s duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special

proceedings, with counsel approved by the Indemnified Party 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 the Indemnified Party shall not relieve Vendor 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 Vendor 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, 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 the Indemnified Party shall not affect, relieve or reduce Vendor'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.

7. 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 work is being performed.

8. a. Vendor shall obtain and maintain during the performance of the Services under this Agreement the insurance coverages specified in **Exhibit INS-D**, attached hereto and incorporated herein by reference, 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 coverages.

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-D**.

c. 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 evidence of renewal may be considered a material breach of this Agreement.

9. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

10. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

11. 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.

12. This Agreement may be amended only by a written document signed by both City and Vendor.

13. Any notices to Vendor may be delivered personally or by mail addressed to: BPR, Inc. Attn: Pat Riffley, 461 Las Palmas Dr., Port Hueneme, CA, 93041. Any notices to City may be delivered personally or by mail addressed to: Streets Division, Attn: Raymond Williams, 1060 Pacific Avenue, Bldg. #3, Oxnard, CA, 93030

14. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

15. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor 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.

16. 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 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.

[Signatures on next page]

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

CITY OF OXNARD

BPR, Inc.

Tim Flynn, Mayor

Brian Rifeley, President

ATTEST:

Brian Rifeley, Secretary

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Daniel Rydberg, Public Works Director

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Ruth Osuna, Assistant City Manager

EXHIBIT A

Agreement No. A-7955

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit A

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit A. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than the required hours of paid leave per calendar year, as listed in the City's Living Wage Policy.
- 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 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.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2016**

a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2018, 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, Riverside, Orange County 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. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

EXHIBIT B**PREVAILING WAGE EXHIBIT**

1. 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 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 with the Project Coordinator at City Hall and will be made available to any interested party on request. They are also available at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. 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. Vendor shall be responsible for compliance with these aforementioned Sections 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 shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Vendor becomes debarred or suspended throughout the duration of the Agreement, Vendor shall immediately notify City.
8. Vendor shall not be qualified to work on the Project 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.

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 permitted by law, Vendor shall hold harmless, defend (at Vendor's expense with counsel approved by the City Attorney) and indemnify City, its officials, officers, employees, agents and volunteers from and against 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 consequential damages, attorneys' fees, and other related costs and expenses. All duties of Vendor under this Section shall survive termination of the Agreement.

EXHIBIT C

SCOPE OF WORK

1. **SCOPE OF WORK:** This Agreement is for grinding of Portland cement concrete sidewalk, curb and gutter, and spandrels. Vendor shall furnish all labor, equipment, tools and incidentals required for sidewalk, curb and gutter, and spandrel grinding services on a monthly basis as directed by the City's Project Manager.
 - A. Upon City's issuance of a task order, Vendor shall grind sidewalk with a maximum vertical displacement of up to 1½" at various locations throughout the City. Work locations for this Agreement will include public streets within the City of Oxnard's city limits.
 - B. Vendor shall at all times comply with other items of work or details not mentioned in this Exhibit required by the 2012 edition of the Standard Plans for Public Works Construction and the 2012 edition of the Standard Specifications for Public Works Construction at no additional compensation.
 - C. Vendor shall perform grinding of sidewalks, curb, gutters, and spandrels at locations which have a maximum vertical displacement of up to 1½". Locations which have vertical displacements in excess of ½" shall be noted and no grinding will be permitted. Each sidewalk grind of five (5) feet or less will be considered as one (1) location. This description is applicable to locations that require half of one sidewalk panel and half of the sidewalk panel adjacent to it to be ground so that the grind is a full sidewalk width. Vendor shall not grind City's displacements that are parallel to the sidewalk without prior approval of the City's Project Manager.
 - D. Vendor shall perform grinding with abrasive grinding equipment utilizing diamond cutting blades. Vendor shall ensure that the sidewalk surface on both sides of the transverse joint or crack has essentially the same texture (as determined by the City's Project Manager) and does not vary from a true plane enough to permit a 0.3 cm shim 10 cm wide to pass under a straightedge laid on the finished surface parallel with the centerline. Vendor shall also ensure that the transverse slope of finished surface shall also be uniform.
 - E. Vendor shall vary the length of the grind from a minimum of 4" for a ½" differential to a minimum of 12" for 1 ½" differential, as directed by City's Project Manager. Width of the grind shall extend the entire width of the sidewalk.
 - F. Vendor shall not smooth or polish ground services and shall ensure these ground surfaces have a coefficient of friction of not less than 0.30, as determined by California Test 342.
 - G. Vendor shall pick up residue from grinding operations by means of a vacuum attachment to the grinding machine, which shall not be allowed to flow across the sidewalk or be left on the surface or surrounding landscape of the sidewalk. Vendor shall properly dispose of residue away from the job site and in accordance with City Project Manager's requirements and applicable laws and regulations.
 - H. Vendor shall ensure that the noise level created by the combined grinding operation shall not exceed 86 dba at a distance of 50' at right angles to the direction of travel.

- I. A “location” is defined as one sidewalk joint that is a maximum of 5' wide. However, typical locations will be 4'-6' wide.
2. **LOCATION OF WORK:** Work locations for this Agreement will include public streets within the City limits of the City of Oxnard, as determined more specifically in a City-issued task order.

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.

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;

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;"

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.

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.

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 forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-7955
300 West Third Street, Suite 302
Oxnard, California 93030

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.

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

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

City of Oxnard

Attn: Risk Manager

Reference No. A-7955

300 W. Third Street, Suite 302

Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Agreement No. A-7955

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

POLICY INFORMATION:

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

Telephone:

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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:

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: Risk Manager

Reference No. A-7955

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter _____

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

Signature _____
(original signature required)

Telephone: () _____ Date Signed _____

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

LOSS ADJUSTMENT EXPENSE _____

(to) _____

Included in Limits _____

In Addition to Limits _____

Telephone: _____

NAMED INSURED _____

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

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

COMMERCIAL AUTO POLICY _____

BUSINESS AUTO POLICY _____

OTHER _____

OTHER PROVISIONS
LIMIT OF LIABILITY

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

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

Name: _____

Address: _____

Telephone: () _____

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

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

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: Risk Manager

Reference No. A-7955

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

Broker/Agent _____

Underwriter _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____

CONTRACT MA-080-17010020
FOR
SIDEWALK, CURB & GUTTER AND SPANDREL GRINDING SERVICES

THIS Contract MA-080-17010020 for Sidewalk, Curb & Gutter and Spandrel Grinding Services, (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and BPR, Inc., (hereinafter referred to as "Contractor") with County and Contractor sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

RECITALS

WHEREAS, County and Contractor are entering into this Contract for Sidewalk, Curb & Gutter and Spandrel Grinding Services under a Usage Contract; and,

WHEREAS, County solicited Sidewalk, Curb & Gutter and Spandrel Grinding Services as set forth herein, and Contractor has represented that it is qualified to provide Sidewalk, Curb & Gutter and Spandrel Grinding Services to the County as further set forth herein; and,

WHEREAS, Contractor agrees to provide Sidewalk, Curb & Gutter and Spandrel Grinding Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein;

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide Annual Sidewalk, Curb & Gutter and Spandrel Grinding under a usage Contract.
2. **Term:** The initial term of this Contract shall be effective upon execution of all authorized signatures and shall be in effect for five (5) years from that date unless otherwise terminated as provided herein.
3. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
5. **County's Project Manager:** The County shall appoint a Project Manager, as specified in Article 23. Notices, to act as liaison between the County and the Contractor during the term

of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and Contractor personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld.

6. **Contractor's Project Manager:** The Contractor shall appoint a Project Manager, as specified in Article 23, to act as liaison between the County and the Contractor during the term of this Contract. The Contractor's Project Manager shall coordinate the activities of the Contractor staff assigned to work with the County.

The Contractor's Project Manager and Key Personnel shall be assigned to this Contract for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Contractor's Key Personnel are those individuals who report directly to the Contractor's Project Manager.

7. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
8. **Contractor's Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of work under this Contract shall possess sufficient experience and education to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one business day of notification by County. County shall submit the request in writing to the Contractor's project manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.
9. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County, at prices listed in the Contract, regardless of quantity requested. Orders may be placed against this contract at the convenience of the using agency/department.
10. **Usage Reports:** Upon County request, Contractor shall submit usage reports to the County which shall include, at minimum, summarized quantities, item descriptions (including Manufacturer/Part No.). The usage report shall be in a format specified by the County.
11. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use

this contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another agency or entity that is entered into as an extension of this Contract a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The contractor is responsible for providing each cooperative entity a copy of the contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this contract.

The Contractor shall be required to maintain a list of the cooperative entities using this contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

12. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
13. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
14. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
15. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects without first obtaining permission from the County Project Manager.
16. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract.

In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
- c. Terminate the Contract immediately without penalty.

17. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Supervisor and the County's project manager as specified in Article 23. "Notices" by way of the following process, such matter shall be brought to the attention of the County DPA by way of the following process:

- (i) The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
- (ii) The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- (iii) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.

18. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

19. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.

20. **Expenditure Limit:** The Contractor shall notify the County Project Manager in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless an amendment to cover those costs has been issued.
21. **Delivery Parking:** The County of Orange will not provide free parking for delivery services.
22. **Material Safety Data Sheets (MSDS):** The Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to the County under the contract. This includes hazardous substances that are not directly included in the contract, but are included in the goods or services provided by the Contractor to the County. The provision of the MSDS must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDS for each substance must be sent to the County Project Manager and must also be sent to:

County of Orange CEO/Risk Management
Attn: Safety and Loss Prevention Program
PO Box 327
Santa Ana, CA 92702

23. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

County's Project Manager: OC Public Works/Operations & Maintenance
Attn: Kris Ruiz
2301 North Glassell Street, 2nd Floor
Orange, CA 92865-2703
Phone: 714-955-0346
Email: Kris.ruiz@ocpw.ocgov.com

cc: OC Public/Procurement Section
Attn: Travis Lyon, County DPA
2301 North Glassell Street, 2nd Floor
Orange, CA 92865-2703
Phone: 714-955-0235
Email: Travis.lyon@ocpw.ocgov.com

Contractor: BPR, Inc.
Attn: Pat Rifeley
461 Las Palomas Dr.
Port Hueneme, CA, 93041
Phone: 805-290-5548
Email: rifeleypat@hotmail

24. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
25. **Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing County's Purchasing Agent or his designee.
26. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
27. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
28. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Overshipments and undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
29. **Acceptance/Payment:** Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears.
30. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in Article "56" below, and as more fully described in Article "56", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

31. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article "56" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
32. **Assignment or Subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
33. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
34. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
35. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
36. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
37. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.
38. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible

for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

39. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of Contractor's current audited financial report.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage

Minimum Limits

Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage For owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents and employees as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation*.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

***Certificate Holder Information**

The County of Orange has contracted with Ebix RCS to monitor insurance certificates and endorsements for compliance with the above requirements. Upon initial award of a Contract, the certificate(s) and endorsement(s) should be forwarded to the agency/department address listed on the solicitation. The County will forward these documents to Ebix RCS on your behalf. Ebix RCS may contact you to advise you of deficiencies and request corrected documents. Please cooperate with their request for information or corrections in order for the County to continue your Contract through the expiration date.

40. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "56" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
41. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
42. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County..
43. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the

delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

44. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
45. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article "56" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
46. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
47. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Contractors Pricing attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
48. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
49. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and Articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
50. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
51. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
52. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
53. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or

by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

54. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
55. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
56. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
57. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of contractor for the purpose of auditing or inspecting any aspect of performance under this contract. The inspection and/or audit will be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, contractor agrees to

include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this contract.

Should the contractor cease to exist as a legal entity, the contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

County of Orange, OC Public Works
BPR, Inc.

MA-08017010020

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown below their respective signatures below.

BPR, INC.* a State of California corporation

By: B. R.
Print Name: Pat Rifley
Title: President
Corporate Officer
Date: 8/3/16

By: B. R.
Print Name: Pat Rifley
Title: Secretary
Corporate Officer
Date: 8/3/16

COUNTY OF ORANGE, a political subdivision of
the State of California

By: Wayne Hsiao
Print Name: Wayne Hsiao
Title: Deputy Purchasing Agent
Date: 8-15-16

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

**ATTACHMENT A
SCOPE OF WORK**

- I. SCOPE OF WORK:** This Contract is for grinding of Portland cement concrete sidewalk, curb & gutter, and spandrels. Contractor shall furnish all labor, equipment, tools and incidentals required for Sidewalk, Curb & Gutter, and Spandrel Grinding Services on an as needed basis as required by County.
- A. Work to be done consists of grinding sidewalk with a maximum vertical displacement of up to 1½" at various locations throughout Orange County. Work locations for this Contract will include public roads within unincorporated portions of Orange County, public roads in incorporated cities (, Dana Point, Lake Forest and Mission Viejo) for which the County is under contract to perform road maintenance.
 - B. Other items of work or details not mentioned above that are required by Standard Plans and Standard Specifications for Public Works Construction latest adapted edition, or these Special Provisions, shall be performed, placed, constructed or installed and no additional compensation will be allowed therefore.
 - C. Annual grinding of sidewalks, curb, gutters, and spandrels shall be performed to eliminate trip hazards, or to remove raised areas impeding the flow of water, at locations which have a maximum vertical displacement of up to 1½". Locations which have vertical displacements in excess of ½" shall be noted on the MIR and no grinding will be permitted. Each sidewalk grind of five (5) feet or less will be considered as one (1) location.
 - D. Annual grinding shall be performed with abrasive grinding equipment utilizing diamond cutting blades and shall be performed so that the sidewalk surface on both sides of the transverse joint or crack has essentially the same texture and does not vary from a true plane enough to permit a 0.3 cm shim 10 cm wide to pass under a straightedge laid on the finished surface parallel with the centerline. Transverse slope of finished surface shall also be uniform.
 - E. Length of the grind shall vary from a minimum of 4" for a ½" differential to a minimum of 12" for 1 ½" differential, or as directed by Project Manager. Width of the grind shall extend the entire width of the sidewalk.
 - F. Ground surfaces shall not be smooth or polished and shall have a coefficient of friction of not less than 0.30 as determined by California Test 342.
 - G. Residue from grinding operations shall be picked up by means of a vacuum attachment to the grinding machine and shall not be allowed to flow across the sidewalk nor be left on the surface or surrounding landscape of the sidewalk. Residue shall be properly disposed of by Contractor away from the construction site and in accordance with applicable laws and regulations.
 - H. Noise level created by the combined grinding operation shall not exceed 86 dba at a distance of 50' at right angles to the direction of travel.
 - I. A location is defined as one sidewalk joint a maximum of 5' wide. Typical locations will be 4'-6' wide.
- II. LOCATION OF WORK:** Work locations for this Contract will include public roads within unincorporated portions of Orange County, public roads in incorporated cities (Dana Point, Lake

Forest and Mission Viejo) for which County is under Contract to perform road maintenance. This Contract does not include work on any interstate freeway or highway, State highway, State maintained highway, or Private Street, in County or contracted cities. County will be contacted when the jurisdiction of a street or highway is in question.

III. CONTRACTOR REQUIREMENTS:

A. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS:

1. County is subject to two Municipal NPDES Permits which authorize the discharge of storm water from its municipal separate storm sewer system (MS4). The MS4 Permits, reissued by the Santa Ana and San Diego Regional Water Quality Control Boards in 2009, are now in their fifth terms. They both require County to prepare and update Storm water Program Local Implementation Plan (LIP) which details how compliance with requirements of the MS4 Permits will be maintained.

The Contractor is directed to read thoroughly and comply with all requirements of Section A-8, Construction, of the County's LIP. A copy of Section A-8 of the LIP may be found on the internet at:

2. In preparing the "Erosion, Sediment and Chemical Control Plan" specified herein, Contractor shall adhere to the following minimum requirements from Table A-8.1 of Section A-8 of the LIP:

Minimum Construction Site/Project Management Measures	
i.	Pollution prevention where appropriate;
ii.	Development and implementation of a site specific run-off management plan;
iii.	Minimization of areas that are cleared and graded to only the portion of the site that is necessary for construction;
iv.	Minimization of exposure time of disturbed soil areas;
v.	Minimization of grading during the wet season and correlation of grading with seasonal dry weather periods to the extent feasible;
vi.	Limitation of grading to a maximum disturbed area as determined by County before either temporary or permanent erosion controls are implemented to prevent storm water pollution. County has the option of temporarily increasing the size of disturbed soil areas by a set amount beyond the maximum, if the individual site is in compliance with applicable storm water regulations and the site has adequate control practices implemented to prevent storm water pollution;
vii.	Temporary stabilization and reseedling of disturbed soil areas as rapidly as feasible;
viii.	Wind erosion controls;
ix.	Tracking controls;
x.	Non-storm water management measures to prevent illicit discharges and control storm water pollution sources;

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| xi. Waste management measures; |
| xii. Preservation of riparian buffers and corridors where feasible; |
| xiii. Evaluation and maintenance of all BMPs, until removed; and |
| xiv. Retention, reduction, and proper management of all storm water pollutant discharges on site to the Maximum Extent Practicable (MEP) standard. |
| xv. Preservation of natural hydrologic features where feasible; |

Minimum Erosion and Sediment Controls

- | |
|---|
| i. Erosion prevention is to be used as the most important measure for keeping sediment on site during construction; |
| ii. Sediment controls are to be used as a supplement to erosion prevention for keeping sediment on-site during construction; |
| iii. Slope stabilization must be used on all active slopes during rain events regardless of the season and on all inactive slopes during the rainy season and during rain events in the dry season; and |
| iv. Permanent revegetation or landscaping must be implemented as early as feasible. |

3. Contractor is responsible for selecting, implementing and maintaining an effective combination of construction BMPs on all projects from the 2009 California Storm water Quality Association (CASQA) Construction Handbook Web Portal which is available through a subscription service at the following internet link:
4. Contractor is responsible for complying with all locally enforced water quality related codes and ordinances. It should be noted there may be multiple cities/Districts with jurisdiction over public right of way within the project limits and it is Contractor's responsibility to make sure that activities related to the construction project do not cause violations of local laws.

B. CONSTRUCTION RELATED DEWATERING & DE MINIMIS DISCHARGE:

1. The County has been Waste Discharge Requirements for the County of Orange, Orange County Flood Control District and The Incorporated Cities of Orange County within the Santa Ana Region Area wide Urban Storm Water Runoff Orange County, NPDES No. CAS618030 RB8-2009-0030 as amended by R8-2010-0062 from the California Regional Water Quality Control Board – Santa Ana Region. Section III.3.ii of this Permit authorizes the de minimis types of discharges listed in NPDES Permit CAG998001 Order N0. RB-2015-0004 General Waste Discharge Requirements For Discharges To Surface Waters That Pose An Insignificant (De Minimis) Threat To Water Quality from County owned and/or operated facilities and activities (including construction), from outside of the Newport Bay watershed.
2. A copy of Waste Discharge Requirements for the County of Orange, Orange County Flood Control District and The Incorporated Cities of Orange County within the Santa Ana Region Area wide Urban Storm Water Runoff Orange County, NPDES No. CAS618030 RB8-2009-0030 as amended by R8-2010-0062 may be found at http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_030_oc_stormwater_ms4_permit.pdf

3. A copy of NPDES Permit CAG998001 Order NO. RB-2015-0004 General Waste Discharge Requirements For Discharges To Surface Waters That Pose An Insignificant (De Minimis) Threat To Water Quality may be found at: http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2015/R8-2015-0004_Updated_General_WDR_for_Discharges_to_Surface_Waters_that_Pose_an_Insignificant_Deminimis_Threat_to_WQ2.pdf
 4. For de Minimis discharges outside of the Newport Bay Watershed, then Contractor is hereby directed to read and thoroughly complyand to consult the General De Minimis Permit(R*-2015-004)for the types of de Minimis discharges which are covered and monitoring requirements
- C. **WORKING HOURS:** Contractor shall conduct all operations between 7:00 a.m. and 3:30 p.m. during the normal work week, Monday through Friday. If the Contractor desires to work hours or days other than as provided, it may file a request subject to approval by Project Manager stating intended operations, hours and dates, with a reason for schedule change.
- D. **REPORTING COMPLETED WORK:** Contractor is required to return all MIRs and photos to Project Manager upon completion of work. Each completed MIR must have the firm's name, date of completion and name and signature of Contractor's representative certifying completion of work. Completed MIRs shall be delivered to Project Manager within five working days after completion of each work package.
- E. **INSPECTION:** Contractor shall provide Project Manager with a list of project locations requiring final inspection on a weekly basis. The list must be written and delivered or FAXED at (714) 955-0378 to attention of the project Manager. All work at a location must be satisfactorily completed and approved by Project Manager prior to final approval for payment of that location.
- F. **SOUND CONTROL:** Contractor shall comply with all County and local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to this Contract, and shall make every effort to control any undue noise resulting from the construction operation.
- Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.
- Noise level from Contractor's operations between the hours of 8:00 p.m. and 7:00 a.m. on weekdays, including Saturday, or at any time on Sunday or a Federal holiday, shall be in accordance with County ordinance covering "Noise Control." This requirement in no way relieves Contractor of responsibility for complying with local ordinances regulating noise level.
- Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by Contractor. Use of loud sound signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.
- G. **DUST CONTROL:** Contractor will perform his operations in such a manner as to limit dust. Contractor shall not create dust in such a quantity as will violate the AQMD regulations.

- H. **WATER:** Contractor shall furnish all water required for the performance of this work, shall make all arrangements for obtaining all water with the governing water district, and shall comply with all requirements set forth by the governing water district.

- I. **TRAFFIC AND ACCESS:** Traffic and Access shall conform to Subsection 8-10-1, "Traffic and Access", of the Standard Specifications and these special provisions.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by Contractor, at his expense.

When entering or leaving roadways carrying public traffic, Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

Contractor shall provide access to all residential driveways except at those times when construction operations specifically prohibit such access.

Contractor shall furnish and maintain such devices necessary to provide safe passage for the public through the construction area. Contractor shall place and maintain barricades at both ends of repair areas.

Should Contractor appear to be neglectful or negligent in furnishing warning and protective measures the Project Manager may direct attention to existence of a hazard and the necessary warning and protective measures shall be furnished and installed by Contractor, at his expense. Should Project Manager point out the inadequacy of warning and protective measures, such action on the part of Project Manager shall not relieve Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

- J. **PROTECTION AND RESTORATION OF EXISTING AREAS:** Contractor will protect all furnishings and improvements from damage by its operations. All damage will be repaired or replaced, at the option of County, at Contractor's expense within three (3) days after notification of such damage. Repairs and/or replacements will be equal to original in all aspects.

- K. **SAFETY:** Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during operations and to maintain safe conditions on premises and ways at all times, including safely stored equipment, machines and materials. This includes compliance with Local County, State or other legal intents and terms of the applicable OSHA and CAL/OSHA Safety orders at all times so as to protect all persons, including Contractor's employees and County against injury or damage to their property.

- L. **REPORTING COMPLETED WORK:** Contractor is required to return all MIRs and photos to Project Manager upon completion of work. Each completed MIR must have the firm's name, date of completion and name and signature of Contractor's representative certifying completion of work. Completed MIRs shall be delivered to Project Manager within five working days after completion of each work package.

- IV. **DEFICIENT PERFORMANCE:** The following Liquidated Damages shall be applied to deficient performance and/or late completion. Parties hereto agree that it is impracticable or extremely difficult to determine actual damages to County from failure to perform the work according to established schedule. Therefore, Two Hundred and Fifty Dollars

(\$250.00) will be deducted and withheld from payments due or to become due to Contractor for each calendar day work is incomplete beyond scheduled day.

- V. **IDENTIFICATION AND SCHEDULING OF WORK:** Project Managers conduct recurring inspections of sidewalk and investigate citizen complaints of sidewalk lift. Project Managers document the damage with photos and a short summary of the damage and required repair using a Maintenance Inspection Report (MIR) form. This report includes specific location and Thomas Guide reference. Operations & Maintenance staff reviews, prioritizes and "packages" these reports to include several locations in the same general geographic area. Work packages, including MIR's and photos, will be prepared for Contractor on a periodic basis. Contractor shall furnish a work plan indicating day/date for work on each general work area in the work package. County reserves the right to insert additional locations into a work package at any time. When this occurs, Contractor may request from Project Manager additional time for completion. Project Manager will respond to Contractor requests for additional time by close of business the working day following the request.
- VI. **WORK COMPLETION SCHEDULE:** Assumed rate of production for sidewalk grinding is 30 locations per day. Completion time for each work package will be computed by allowing five working days for scheduling plus one working day for each 30 locations or fraction thereof in the work package.
- VII. **ACCEPTANCE OF WORK:** Each work location reported as complete shall be accepted by Project Manager for payment unless Contractor is notified otherwise by close of business, the second Friday following the Report of Completion.

**ATTACHMENT B
CONTRACTOR'S PRICING**

- I. **COMPENSATION:** This is a usage Contract between the County and Contractor for Sidewalk, Curb & Gutter and Spandrel Grinding Services on an as needed basis, as set forth in Attachment A "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, shipping/freight, labor and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles 26 and 41 of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

- II. **FEES AND CHARGES:** Payment shall be made in accordance with the provisions of this Contract.

LINE ITEM	DESCRIPTION	Unit	Hourly Rate
1.	Sidewalk Grinding – 5' or less	Each	\$20.75
2.	Gutter Grinding	LF	\$5.25
3.	Spandrel Grinding	LF	\$5.25

- A. **TOTAL CONTRACT AMOUNT NOT TO EXCEED:\$500,000.00**

III. ADDITIONAL WORK:

- A. Upon County request, Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager's written approval prior to commencing any additional work.
- B. County reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the additional work and to utilize the data provided under this Contract to obtain necessary services.
- C. If County authorizes work by an alternate source, Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.

- D. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.
- E. Upon completion of any additional work, whether by Contractor or an alternative source, County's Project Manager or designee and Contractor will inspect the finished product at no additional cost to County. Upon mutual acceptance of the additional work, Contractor shall again be responsible for all services originally covered under this Contract and the work performed under this section.
- II. **PRICE INCREASES/DECREASES:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of one hundred eighty (180) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- III. **FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- IV. **CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- V. **PAYMENT TERMS:** Invoices are to be submitted in arrears, after goods have been received. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.
- Billing shall cover goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods not provided, or when goods do not meet the contract requirements.
- Payments made by the County shall not preclude the right of the County from thereafter disputing any items involved or billed under this contract and shall not be construed as acceptance of any part of the goods.
- VI. **INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:
- A. Contractor's name and address
 - B. Contractor's remittance address, if different from (A), above
 - C. Name of County agency/department
 - D. Delivery/service address
 - E. Contract number
 - F. Service Date
 - G. Description of Services
 - H. Total

I. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works/Operations & Maintenance
Attn: Admin Support
2301 N. Glassell St, 2nd Floor
Orange, CA 92865

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**MA-080-17010020
CONTRACT SUMMARY**

EFFECTIVE: 08/15/16 – 08/14/21
NOT TO EXCEED \$500,000.00
NONRENEWABLE

SIDEWALK, CURB & GUTTER, AND SPANDREL GRINDING SHALL BE PROVIDED IN ACCORDANCE WITH CONTRACT MA-080-17010020, ATTACHED HERETO.

PAYABLE UPON SUBMISSION OF INVOICE(S); ENCUMBERED INVOICE(S) MUST REFERENCE CONTRACT NUMBER. MA-080-17010020

CONTACT INFORMATION:

CONTRACTOR CONTACT: BPR, INC.
PAT RIFLEY
PHONE: 805-290-5548
EMAIL: RIFLEYPAT@HOTMAIL

COUNTY CONTACT: KRIS RUIZ, PROJECT MANAGER
OFFICE: 714-955-0346
CELL: 714-448-1954
EMAIL: KRIS.RUIZ@OCPW.OCGOV.COM

COUNTY CONTACT: LORI HANSON, PROJECT MANAGER
OFFICE: 714-955-0231
CELL: 714-448-0243
EMAIL: LORI.HANSON@OCPW.OCGOV.COM

TL 08.15.16 RX 1154825

C008541



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: 5

DATE: October 9, 2018

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: On Call Lighting and Electrical Maintenance and Repair Services Contract

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

RECOMMENDATION:

That City Council award and authorize the Mayor to execute three-year Agreement A-8087 with Oilfield Electric Company in the amount of \$600,000 for the On-Call Lighting and Electrical Maintenance and Repair Services Project SD 18-73R.

BACKGROUND

The Special Districts Division of the Public Works Department manages landscape maintenance districts (LMD), community facilities districts (CFD) and waterways districts within the City of Oxnard. Within each district, there are designated maintenance projects that are covered by the special assessment taxes levied on property owners.

In FY2018, the Special Districts Division spent approximately \$80,000 on lighting repairs throughout the districts to repair deteriorated lighting that had met or exceeded its lifespan, repaired lighting elements that had been subject to vandalism, and replaced bollard lighting that had completely failed. Additional electric projects were identified in various assessment districts, but the original contract was not sufficient. Staff also anticipates that the aging electrical infrastructure in many of the districts will need to be replaced within the next couple of years. Thus, staff has determined that there is a need for an on-call contract for lighting and electrical maintenance and repair services. The specific work provided under this contract includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to provide on-call repairs and maintenance services for lighting and electrical related tasks within the various assessment districts as requested through task orders. The contract would be for a

On-Call Lighting and Electrical Maintenance and Repair Services Contract

October 9, 2018

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three year period for an amount not to exceed \$600,000. The requested contract would allow staff to address repairs and potential replacements to the aging lighting infrastructure within districts that have authorized lighting improvements within the formation documents. This work includes but is not limited to the repair and replacement of bollards, light posts, electrical wiring, and electrical repairs to irrigation systems. This on-call contract would also allow staff to address repairs or replacements as the damage, malfunction or vandalism occurs and is not part of a regular maintenance schedule.

Additionally, as a part of the program of projects for the districts, a number of LMDs and CFDs budgeted for the repair and replacement of electrical infrastructure due to meeting its life expectancy. Below is a list of items budgeted in FY19.

FY 19 BUDGETED ITEMS

District	Description of work	Amount
LMD 39 El Sueno Promesa	Minor repair of lighting	\$7,336
LMD 39 DR Horton	Minor repair of lighting	\$2,664
LMD 43 Greenbelt	Minor repair greenbelt lighting	\$5,000
LMD 46 Daily Ranch	Minor repair of lighting	\$10,000
CFD 2 Westport	Replacement of two bollard lights	\$5,000
CFD 4 Seabridge	Minor repair of lighting	\$20,000
CFD 5 Riverpark	Electrical repairs for irrigation pumps, decorative lighting, and any other electrical systems	\$75,000
TOTAL		\$125,000

There are also proposed repairs and/or replacements for FY20 and FY21, as listed below.

FY20 ANTICIPATED PROJECTS

LMD 43 Greenbelt	Replacement project of greenbelt lighting to LED and graffiti resistant poles	\$50,000
LMD 60 Artisan	Convert greenbelt lights to LED	\$10,000
CFD 4 Seabridge	Phase 1 of replacement of Seabridge property lighting	\$50,000
CFD 5 Riverpark	Upgrade to electrical system to support a centralized irrigation system controller	\$45,000
TOTAL		\$155,000

FY 21 ANTICIPATED PROJECTS

LMD 51 Pfeiler	Convert park and other related lighting to LED	\$15,000
LMD 52 Wingfield	Convert greenbelt lighting to LED	\$5,000
CFD 2 Westport	Convert lights in Westport Park and along walking trail to LED	\$10,000
CFD 4 Seabridge	Phase 2 of replacement of Seabridge property lighting	\$50,000

On-Call Lighting and Electrical Maintenance and Repair Services Contract

October 9, 2018

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CFD 5 Riverpark	Replacement of Central Park fountain electrical system	\$50,000
TOTAL		\$230,000

The Special Districts Division is committed to meeting with residents and neighborhood councils regarding deferred maintenance, improvements and our program of projects. The projects listed are subject to change based on resident input and project priority.

Lowest Responsive Bid

A notice inviting formal bids (NIFB) on the Project was first published on June 12, 2018, and all bids were due on June 28, 2018. At that time only one bid was received on the Project from Oilfield Electric Company. In an effort to obtain more bids, a second NIFB was published on July 12, 2018, and all bids were due on July 31, 2018. In addition to the usual bid publications and advertisements, staff also notified electrical contractors in the area of the NIFB. The City again only received one bid from Oilfield Electric Company, as shown below:

Description	Rates
Hourly Rates Monday-Friday 8am -5pm:	\$104/hr
Hourly Rates Monday-Friday 5:01pm – 8:59am, weekends and holidays:	\$148/hr
Hourly Rates Monday-Friday 5:01pm – 8:59am, weekends and holidays, Emergency 4 hour response time:	\$148/hr

Staff reached out to other registered plan holders for the Project to inquire as to why they chose not to bid and two contractors responded. All Lites Co. has provided services for the City in the past, but due to financial obligations, it is unable to provide the necessary bonds for the Project. Huntington Beach Electric determined it could not provide timely service for the Project because of the distance. Given these considerations and the lack of response on the earlier bids, it is not likely that another re-bidding of the Project would result in more contractor participation; therefore, staff is not recommending re-bidding the Project.

The lowest bidder is Oilfield Electric Company, and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Oilfield Electric Company, and 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. Thus, staff

On-Call Lighting and Electrical Maintenance and Repair Services Contract

October 9, 2018

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recommends that the City Council award the contract for this Project to Oilfield Electric Company.

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

Funding sources for this agreement are determined by task order assigned to the project by City staff within the budgets of the LMDs and CFDs requesting the service. Funding for various electrical services have been budgeted for in FY19, and an anticipated program of projects has been established for FY20 and FY21, respectively. The remaining \$90,000 will be used for on-call electrical services throughout the LMDs and CFDs based on funding availability. Task orders will only be assigned based upon available funding within the respective districts' current adopted budgets.

FY 19 BUDGETED ITEMS

District	Account Number	Amount
LMD 39 El Sueno Promesa	160-1606-805-8229	\$7,336
LMD 39 DR Horton	161-1606-805-8229	\$2,664
LMD 43 Greenbelt	165-1606-805-8229	\$5,000
LMD 46 Daily Ranch	170-8003-899-8229	\$10,000
CFD 2 Westport	175-1606-805-8229	\$5,000
CFD 4 Seabridge	173-1606-805-8229	\$20,000
CFD 5 Riverpark	174-1606-805-8229	\$75,000
TOTAL		\$125,000

Prepared by Sandra Burkhart, Special Districts Manager

ATTACHMENTS:

Attachment A - Agreement A-8087 with Oilfield Electric Company

Attachment B - All Districts Maps

**CITY OF OXNARD CONTRACT FOR
ON-CALL LIGHTING AND ELECTRICAL MAINTENANCE AND REPAIRS PROJECT (REBID)
SPECIFICATION NO. SD 18-73R**

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 OILFIELD ELECTRIC COMPANY ("Contractor"). Contractor's license number is 125250.

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 Lighting and Electrical Maintenance and Repairs Project (Rebid) Specification No. SD 18-73R ("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 six hundred thousand dollar (\$600,000).
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 next page

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

CITY OF OXNARD**OILFIELD ELECTRIC COMPANY**

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Rosemarie Gaglione, Public Works Director
☐ Lisa Boerner, Purchasing Manager

Alan Dale Fletcher, CEO² _____ Date _____

Jana Fletcher, Secretary _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

 _____ 8/16/18
 Stephen M. Fischer, City Attorney (always required) _____ Date _____

¹ The City Council must authorize and the Mayor must sign a public project agreement over \$175,000 annually. The City Manager may authorize and sign any agreement up to \$175,000 annually. The Public Works Director and Purchasing Manager may each authorize and sign a public project agreement up to \$100,000 annually.

² The City requires the following for any contract:

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

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

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.

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. A-8097
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

2 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.

3 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).**

4 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.

5 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.

6 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.

8/18

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 \$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

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No A-8097

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

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.*

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 ON-CALL LIGHTING AND ELECTRICAL MAINTENANCE AND REPAIRS
PROJECT (REBID) SPECIFICATION NO. SD 18-73R**

Bidder's Name: Oilfield Electric Company

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.	DESCRIPTION	UNIT	Total
1	On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 8:00am-5:00pm	\$ 104.00 /HR
2	On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 5:01pm - 7:59am, weekends and holidays	\$ 148.00 /HR
3	On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 5:01pm - 7:59am, weekends and holidays Emergency 4 hour response time **	\$ 148.00 /HR
TOTAL			\$ 400.00

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, 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: \$ 400.00

BID PRICE IN WORDS: Four hundred dollars and no cents

Bidder acknowledges receipt of all addenda

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

Addendum:	Date Received:
#05	_____
#06	_____
#07	_____
#08	_____

Bidder's Name (Company): Oilfield Electric Company dba Oilfield Electric & Motor

Signature: 

Title: President

Print: Alan D Fletcher

Date: 07/25/18

CITY OF OXNARD
Map of Authorized Improvements
LMD No. 3 (River Ridge)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 500 1,000 Feet

Packet Pg. 104



Detention Basin - None
Hardscape - 18,144 sq. ft.
Landscape - 25,722 sq. ft.
Median - 9,501 sq. ft.
Park - None
Traffic Circle - None

L.5.b

CITY OF OXNARD

Map of Authorized Improvements

MAD No. 4

(Mandalay Beach/Colony/Hotel)



- MEDIAN
- PARKING LOT
- PLANTER
- SAND DUNE
- TURF
- DISTRICT BOUNDARY



125 250 500 Feet

Coordinate System: NAD 1983 StatePlane California
1405 Feet

Created by NBS - March 2017

Page 1 of 2



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 10 (Country Club Estates)



-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  PARK
-  TRAFFIC CIRCLE
-  DISTRICT BOUNDARY
-  CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
S 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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Detention Basin - None
Hardscape - 2,475 sq. ft.
Landscape - 1,501 sq. ft.
Median - 1,108 sq. ft.
Park - None
Traffic Circle - None

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 11 (St. Tropez)



-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  PARK
-  TRAFFIC CIRCLE
-  DISTRICT BOUNDARY
-  CITY BOUNDARY



0 250 500 Feet

Coordinate System: NAD 1983 StatePlane California
50405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

Page 1 of 2



Detention Basin - NONE
Hardscape - 11,674 SQ. FT.
Landscape - 20,680 SQ. FT.
Median - NONE
Park - NONE
Traffic Circle - NONE

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 12 (Standard Pacific)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

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CITY OF OXNARD

Map of Authorized Improvements

LMD No. 13 (Le Village)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 265 530 Feet

Coordinate System: NAD 1983 StatePlane California
Scale: 1 inch = 50405 Feet
Source: City of Oxnard & Ventura County
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Packet Pg. 109



L.5.b

LMD No. 14 (California Cove)



-
- DETENTION BASIN
 HARDSCAPE
 LANDSCAPE
 MEDIAN
 PARK
 TRAFFIC CIRCLE
 DISTRICT BOUNDARY
 CITY BOUNDARY



0 445 890 Feet

Coordinate System: NAD 1983 StatePlane California
5 0405 Feet

Free: City of Oxnard & Ventura County

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Page 1 of 2



Detention Basin - None
Hardscape - 24,014 sq. ft.
Landscape - 52,077 sq. ft.
Median - None
Park - None
Traffic Circle - 5,318 sq. ft.

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 16 (California Lighthouse)



-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  PARK
-  TRAFFIC CIRCLE
-  DISTRICT BOUNDARY
-  CITY BOUNDARY



0 175 350 Feet

Coordinate System: NAD 1983 StatePlane California
140405 Feet

City of Oxnard & Ventura County

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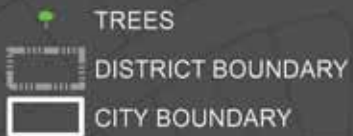
Detention Basin - None
Hardscape - 19,999 sq. ft.
Landscape - 41,221 sq. ft.
Median - None
Park - None
Traffic Circle - None

L.5.b

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 23 (Greystone)



0 220 440 Feet

Coordinate System: NAD 1983 StatePlane California
S 0405 Feet

Source: City of Oxnard & Ventura County

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Page 1 of 2



Detention Basin - None
Hardscape - 5,694 sq. ft.
Landscape - 5,873 sq. ft.
Median - None
Park - None
Traffic Circle - None

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 24 (Vineyards)



-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  PARK
-  TRAFFIC CIRCLE
-  DISTRICT BOUNDARY
-  CITY BOUNDARY



0 220 440 Feet

Coordinate System: NAD 1983 StatePlane California
5 0405 Feet

Source: City of Oxnard & Ventura County

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Packet Pg. 113



Detention Basin - None
Hardscape - 10,882 sq. ft.
Landscape - 9,633 sq. ft.
Median - 1,733 sq. ft.
Park - None
Traffic Circle - 572 sq. ft.

L.5.b

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 25 (Pointe)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 375 750 Feet



Detention Basin - None
Hardscape - 4,552 sq. ft.
Landscape - 16,540 sq. ft.
Median - 4,282 sq. ft.
Park - None
Traffic Circle - None

EXHIBIT E

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 27 (Rose Island)



-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  PARK
-  TRAFFIC CIRCLE
-  DISTRICT BOUNDARY
-  CITY BOUNDARY



0 110 220 Feet

Coordinate System: NAD 1983 StatePlane California
5 0405 Feet

Source: City of Oxnard & Ventura County

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Detention Basin - None
Hardscape - 7,461 sq. ft.
Landscape - 19,997 sq. ft.
Median - None
Park - None
Traffic Circle - One

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 28 (Harborside)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 267.5 575 Feet

Packet Pg. 116

Coordinate System: NAD 1983 StatePlane California
S 0405 Feet

Source: City of Oxnard & Ventura County

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N OXNARD BL

RAILROAD RR

STANFORD AV

LAFAYETTE DR

EMPRESA LN

GALANTE WY

ELENA WY

AVILA PL

BAHIA DR

GRANDE ST

FIRENZE ST

DOMAR PL

ENTRADA DR

CORTO TL

BOLSA WY

DEL AMO WY

ALISO PL

INDIANA DR

E GONZALES RD

Detention Basin - None
Hardscape - 12,571 sq. ft.
Landscape - 40,277 sq. ft.
Median - 3,200 sq. ft.
Park - None
Traffic Circle - None

L.5.b

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 30 (Haas Automation)



-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  PARK
-  TRAFFIC CIRCLE
-  DISTRICT BOUNDARY
-  CITY BOUNDARY



0 375 750 Feet

Coordinate System: NAD 1983 StatePlane California
5 0405 Feet

Source: City of Oxnard & Ventura County

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Detention Basin - None
Hardscape - 21,526 sq. ft.
Landscape - 47,230 sq. ft.
Median - None
Park - None
Traffic Circle - None

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 31 (Rancho De La Rosa)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 175 350 700 Feet

Coordinate System: NAD 1983 StatePlane California
50405 Feet

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Detention Basin - 45,178 sq. ft.
Hardscape - 8,302 sq. ft.
Landscape - 73,496 sq. ft.
Median - none
Park - none
Traffic Circle - none

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 32 (Oak Park)



-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  PARK
-  TRAFFIC CIRCLE
-  DISTRICT BOUNDARY
-  CITY BOUNDARY



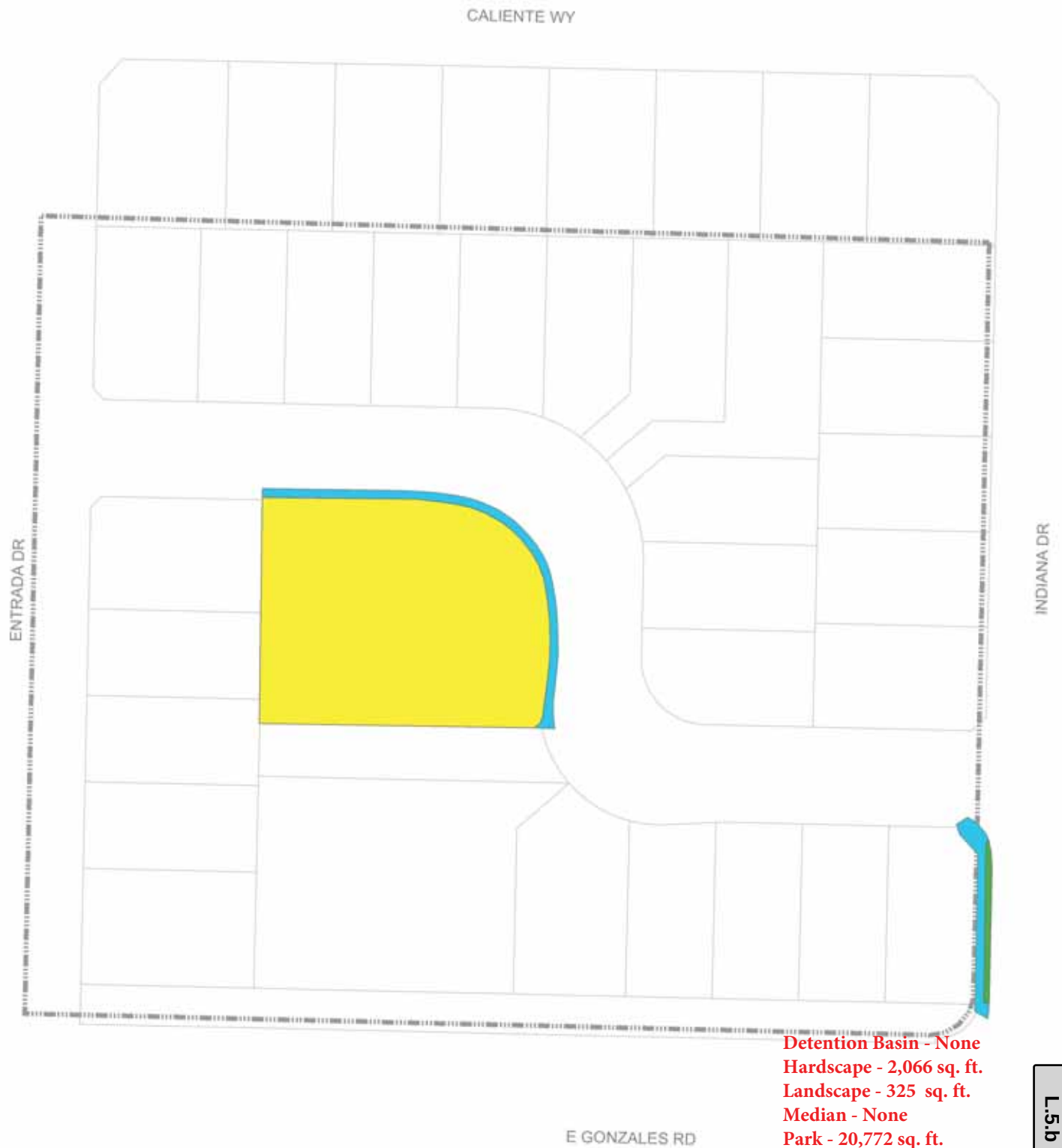
0 87.5 175 Feet

Coordinate System: NAD 1983 StatePlane California
5 0405 Feet

Source: City of Oxnard & Ventura County

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Detention Basin - None
Hardscape - 2,066 sq. ft.
Landscape - 325 sq. ft.
Median - None
Park - 20,772 sq. ft.
Traffic Circle - None

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 33 (El Paseo)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 50 100 200 300 Feet



Detention Basin - 24,876 sq. ft.
Hardscape - 2,266 sq. ft.
Landscape - 1,658 sq. ft.
Median - none
Park - none
Traffic Circle - none

Note: LMD No. 33 responsible for a portion of Kohala Street Basin

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 34
(Sunrise Pointe & Sunset Cove)



-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  PARK
-  TRAFFIC CIRCLE
-  DISTRICT BOUNDARY
-  CITY BOUNDARY



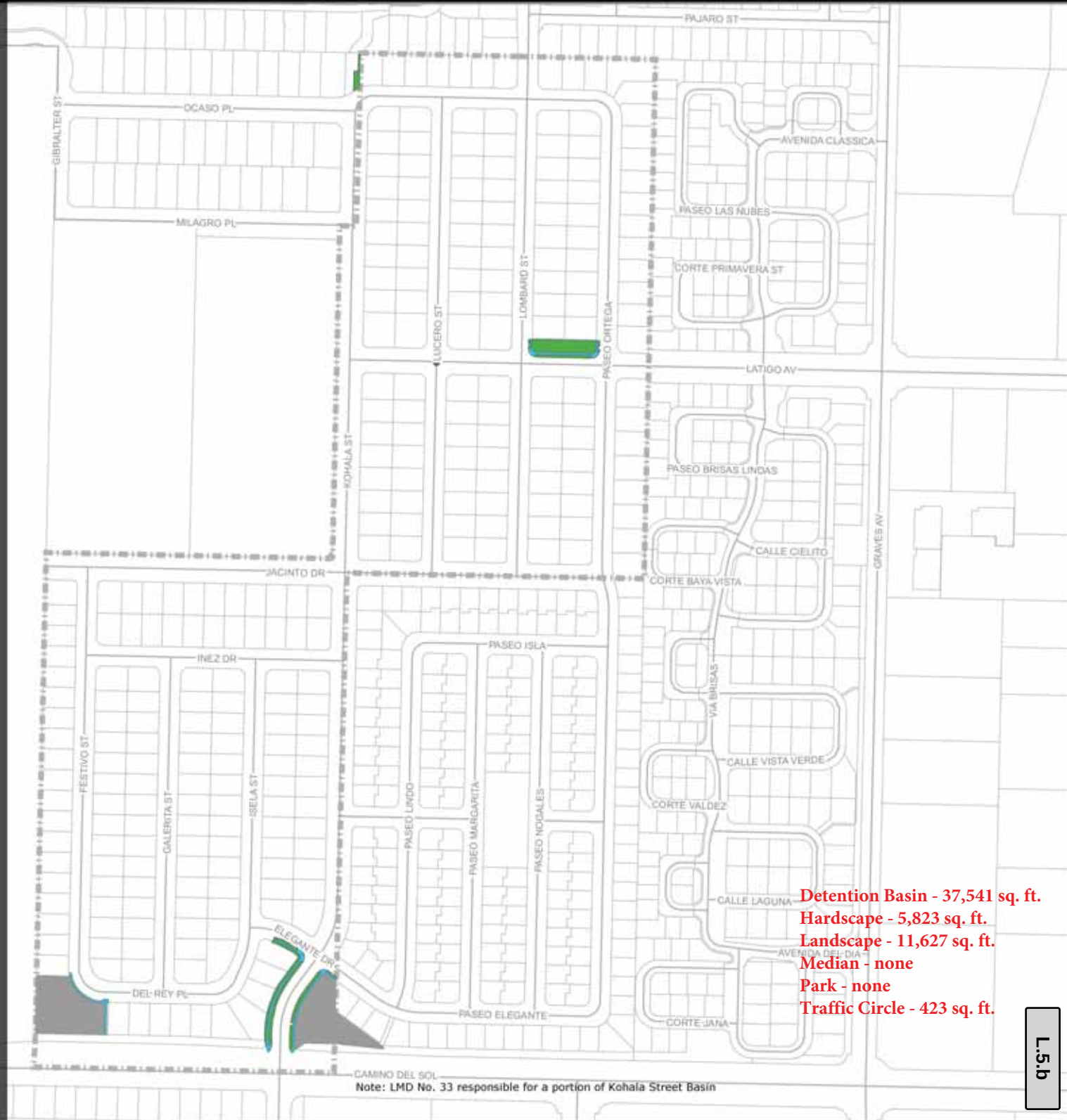
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Coordinate System: NAD 1983 StatePlane California
50405 Feet

Source: City of Oxnard & Ventura County

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Detention Basin - 37,541 sq. ft.
Hardscape - 5,823 sq. ft.
Landscape - 11,627 sq. ft.
Median - none
Park - none
Traffic Circle - 423 sq. ft.

Note: LMD No. 33 responsible for a portion of Kohala Street Basin

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 36 (VillaSanta Cruz & Villa Carmel)



-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  PARK
-  TRAFFIC CIRCLE
-  DISTRICT BOUNDARY
-  CITY BOUNDARY



0 175 350 700 Feet

Coordinate System: NAD 1983 StatePlane California
S 0405 Feet

Source: City of Oxnard & Ventura County

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Detention Basin - 64,885 sq. ft.
Hardscape - 27,185 sq. ft.
Landscape - 126,327 sq. ft.
Median - none
Park - none
Traffic Circle - 1,362 sq. ft.

L.5.b

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 37 (Pacific Breeze)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 155 310 Feet

Coordinate System: NAD 1983 StatePlane California
Scale: 1 inch = 310 feet
Source: City of Oxnard & Ventura County
Prepared by NBS - January 2017

RIALTO ST



Detention Basin - None
Hardscape - 5,648 sq. ft.
Landscape - 9,707 sq. ft.
Median - None
Park - None
Traffic Circle - None

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 38 (Aldea Del Mar)



-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  PARK
-  TRAFFIC CIRCLE
-  DISTRICT BOUNDARY
-  CITY BOUNDARY



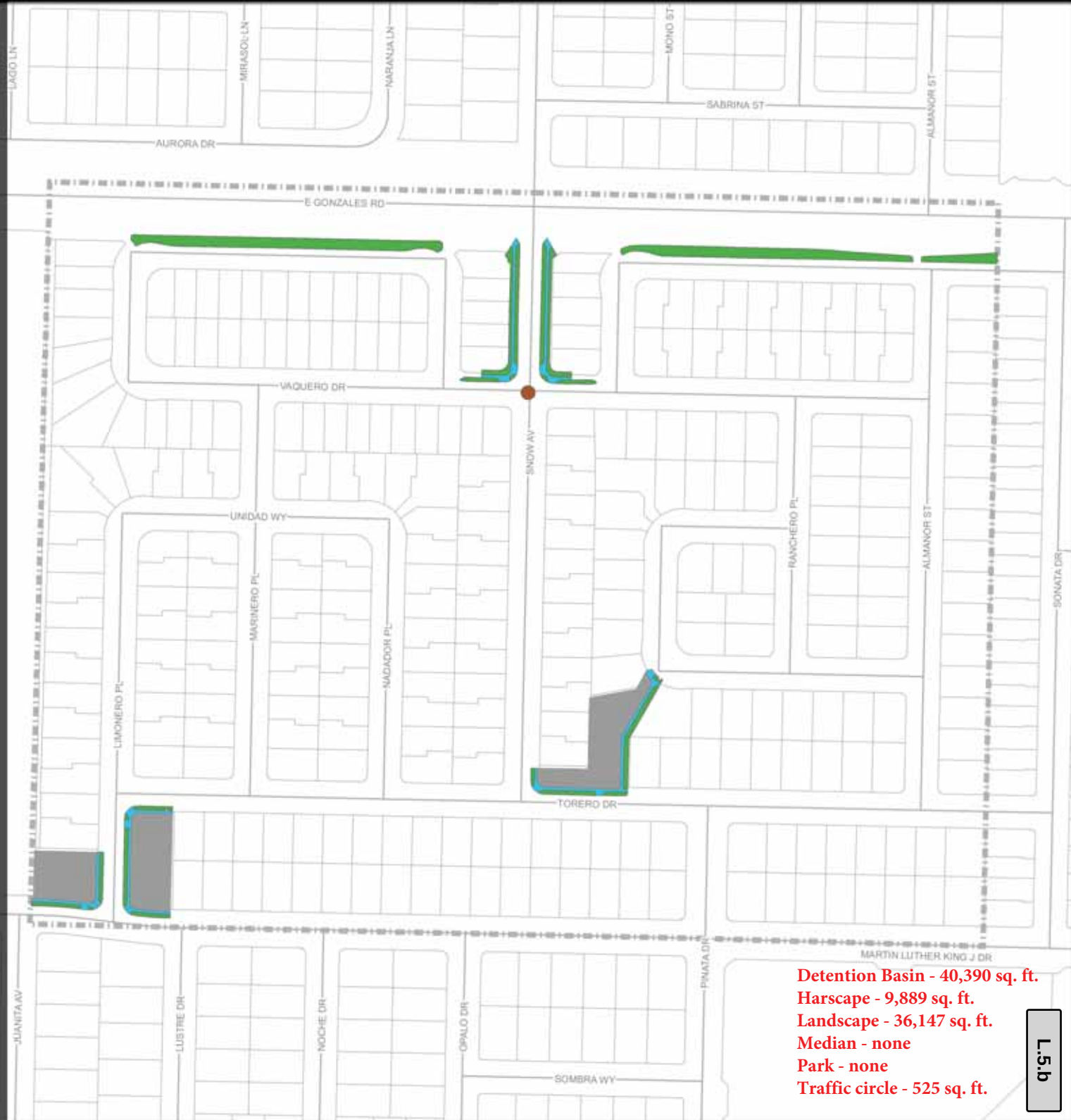
0 100 200 400 Feet

Coordinate System: NAD 1983 StatePlane California
5 0405 Feet

Source: City of Oxnard & Ventura County

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Detention Basin - 40,390 sq. ft.
Hardscape - 9,889 sq. ft.
Landscape - 36,147 sq. ft.
Median - none
Park - none
Traffic circle - 525 sq. ft.

L.5.b

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 39 (Promesa/Sueno and DR Horton/Seawinds)



-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  PARK
-  TRAFFIC CIRCLE
-  DISTRICT BOUNDARY
-  CITY BOUNDARY



0 355 710 Feet

Coordinate System: NAD 1983 StatePlane California
Scale: 1" = 355 Feet
Source: City of Oxnard & Ventura County
Prepared by NBS - January 2017



Detention Basin - 52,745 sq. ft.
Hardscape - 23,359 sq. ft.
Landscape - 88,965 sq. ft.
Median - None
Park - 149,115 sq. ft.
Traffic Circle - None

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 40 (Cantada)



-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  PARK
-  TRAFFIC CIRCLE
-  DISTRICT BOUNDARY
-  CITY BOUNDARY



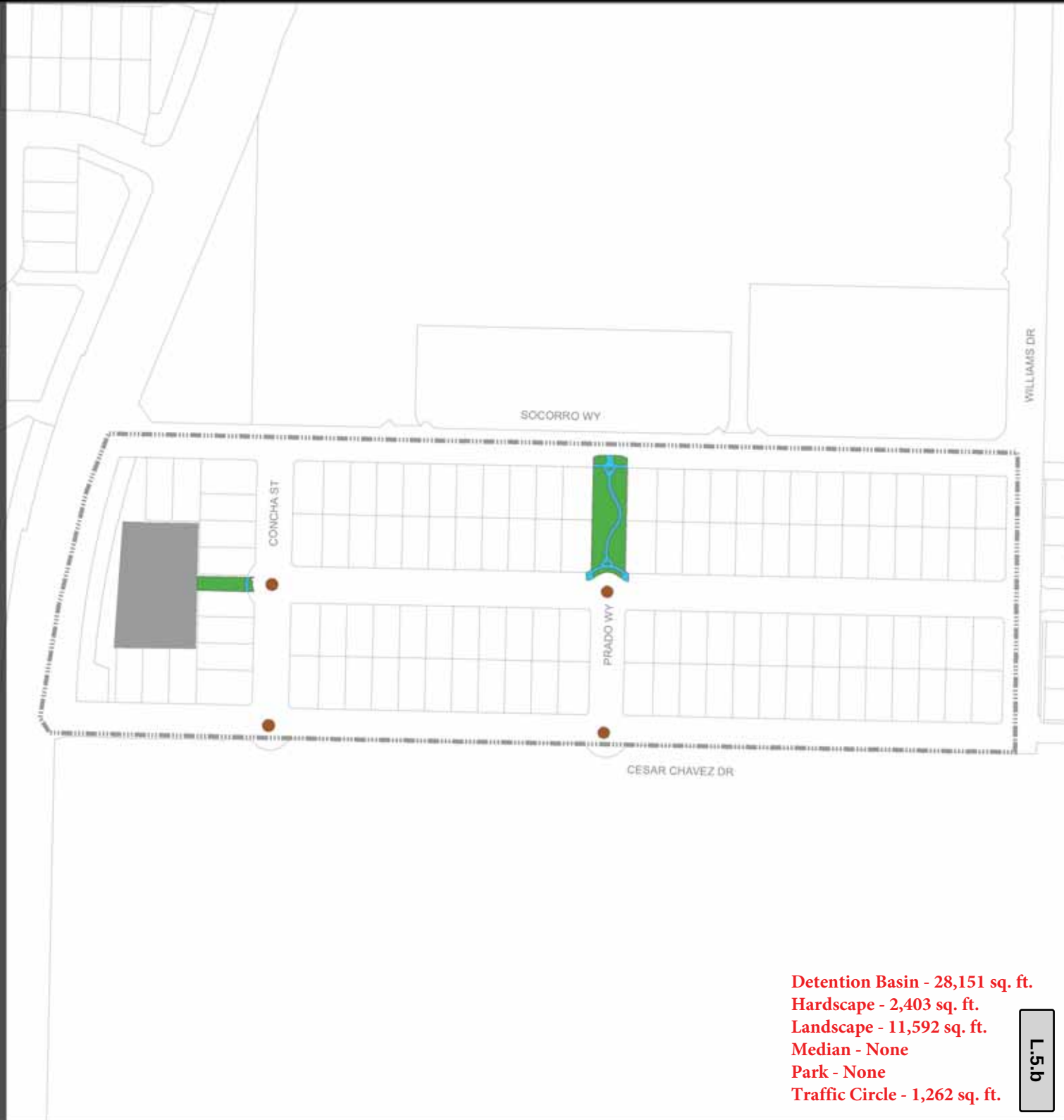
0 240 480 Feet

Coordinate System: NAD 1983 StatePlane California
S 0405 Feet

Source: City of Oxnard & Ventura County

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Detention Basin - 28,151 sq. ft.
Hardscape - 2,403 sq. ft.
Landscape - 11,592 sq. ft.
Median - None
Park - None
Traffic Circle - 1,262 sq. ft.

L.5.b

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 41 (Pacific Cove)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 200 400 Feet



Detention Basin - None
Hardscape - 4,005 sq. ft.
Landscape - 6,009 sq. ft.
Median - none
Park - none
Traffic Circle - 602 sq. ft.

CITY OF OXNARD

Maintenance Cost Responsibility

LMD No. 42 (Cantabria & Coronado)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



SPLANDRO WY

Coordinate System: NAD 1983 StatePlane California
S 0405 Feet

Source: City of Oxnard & Ventura County

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Page 1 of 2



Detention Basin - 58,433 sq. ft.
Hardscape - 10,351 sq. ft.
Landscape - 93,498 sq. ft.
Median - None
Park - None
Traffic Circle - 484 sq. ft.

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 43 (Greenbelt)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 355 710 Feet



Detention Basin - None
Hardscape - 44,553 sq. ft.
Landscape - 143,636 sq. ft.
Median - None
Park - None
Traffic Circle - None

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 46 (Daily Ranch)



-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  PARK
-  TRAFFIC CIRCLE
-  DISTRICT BOUNDARY
-  CITY BOUNDARY



0 175 350 700 Feet

Coordinate System: NAD 1983 StatePlane California
50405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

Page 1 of 2



Detention Basin - 36,174 sq. ft.
Hardscape - 21,122 sq. ft.
Landscape - 71,520 sq. ft.
Median - none
Park - none
Traffic Circle - none

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 47 (Sycamore Place)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 220 440 Feet

Coordinate System: NAD 1983 StatePlane California
S 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

Page 1 of 2



Detention Basin - None
Hardscape - 2,370 sq. ft.
Landscape - 24,980 sq. ft.
Median - None
Park - None
Traffic Circle - 683 sq. ft.

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 49 (Cameron Ranch)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 50 100 200 Feet



Detention Basin - 8,799 sq. ft.
Hardscape - 2,436 sq. ft.
Landscape - 1,737 sq. ft.
Median - none
Park - 2,329 sq. ft.
Traffic Circle - none

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 50 (Pleasant Valley Senior Housing)



-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  PARK
-  TRAFFIC CIRCLE
-  DISTRICT BOUNDARY
-  CITY BOUNDARY



0 175 350 Feet

Coordinate System: NAD 1983 StatePlane California
S 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

Page 1 of 2



Detention Basin - None
Hardscape - 5,121 sq. ft.
Landscape - 9,003 sq. ft.
Median - None
Park - None
Traffic Circle - None

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 51 (Pfeiler)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



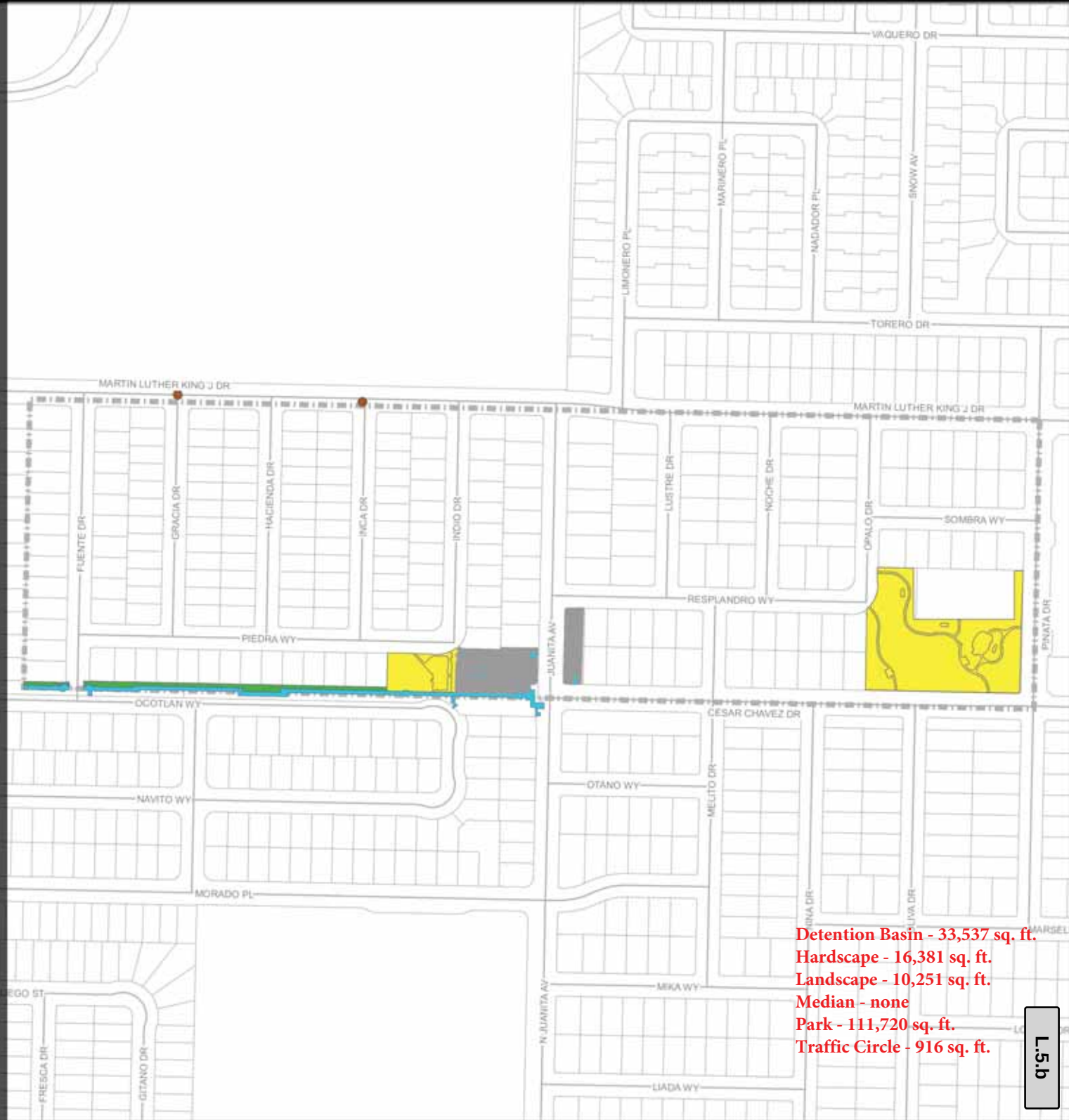
0 150 300 600 Feet

Coordinate System: NAD 1983 StatePlane California
S 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

Page 1 of 2



Detention Basin - 33,537 sq. ft.
Hardscape - 16,381 sq. ft.
Landscape - 10,251 sq. ft.
Median - none
Park - 111,720 sq. ft.
Traffic Circle - 916 sq. ft.

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 52 (Wingfield)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Detention Basin - None
Hardscape - None
Landscape - 4,000 sq. ft.
Median - None
Park - None
Traffic Circle - 884 sq. ft.

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 53 (Huff Court)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 50 100 200 Feet



Detention Basin - none
Hardscape - none
Landscape - 5,811
Median - none
Park - none
Traffic Circle - none

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 54 (Meadow Crest Villas)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



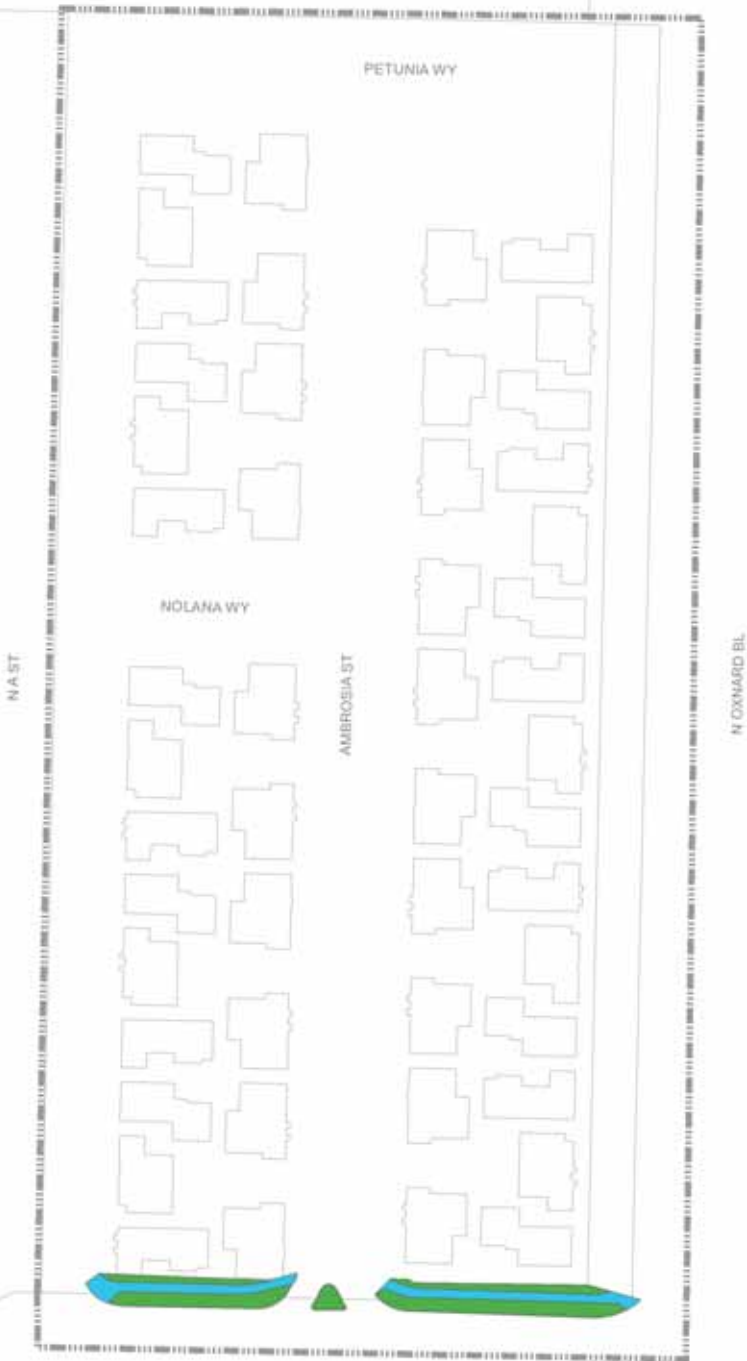
0 110 220 Feet

Coordinate System: NAD 1983 StatePlane California
5 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

Page 1 of 2



Detention Basin - none
Hardscape - 2,694 sq. ft.
Landscape - 2,670 sq. ft.
Median - None
Park - None
Traffic Circle - None

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 55 (Wingfield West)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 155 310 Feet



CITY OF OXNARD
Map of Authorized Improvements

LMD No. 58 (Westwind)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 240 480 Feet



Detention Basin - None
Hardscape - 11,065 sq. ft.
Landscape - 19,439 sq. ft.
Median - None
Park - N/A (not included)
Traffic Circle - 1,154 sq. ft.

CITY OF OXNARD

Maintenance Cost Responsibility

LMD No. 60 (Artisan)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



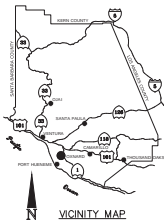
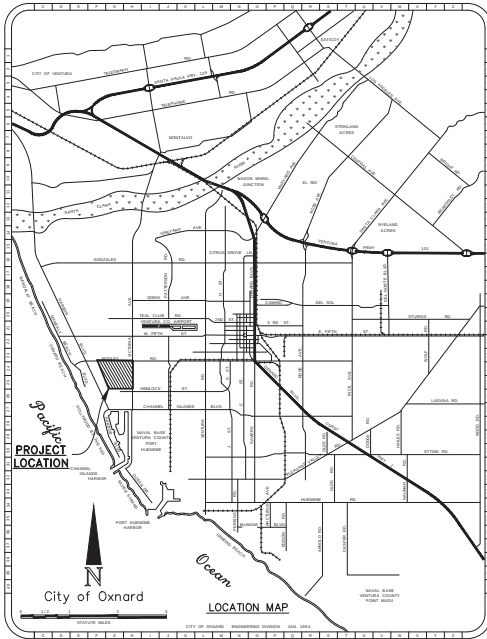
0 162.5 325 Feet



Detention Basin - None
Hardscape - None
Landscape - 19,369 sq. ft.
Median - None
Park - None
Traffic Circle - None

CITY OF OXNARD - CALIFORNIA

WESTPORT DEVELOPMENT LANDSCAPE QUANTITIES STUDY



NOT PART OF BID		AREA (IN SQ. FT.)
	NAVITE HABITAT	51,407
LEGEND		AREA (IN SQ. FT.)
	RESTROOM	912
	PARKING	14,298
	PLAYGROUND/EXERCISE	3,837
	MEDIAN	13,842
	TURF	135,996
	CONC	64,691
	NATURE TRAIL	22,725
	PLANTER	153,978
	ROCK RIP RAP	79,148
	FENCE	1,568 (LF)
	MASTER MAINTENANCE DISTRICT BOUNDARY	
	TREES	595
	STREETLIGHTS	22
	BOLLARD LIGHTS	30



SHEET INDEX	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	WESTPORT
3	WESTPORT

 ECG Environmental Consulting Group 333 N. LAMAR AVE. SUITE 305 OXNARD, CA 93001 PHONE: 805-322-4443 WEBSITE: WWW.ECGCALIF.COM		SALVADOR CONTRERAS, DATE: 04/27/2017 PROJECT ENGINEER R.C.G. W.O. 0013.05		REVISIONS <table border="1"> <tr> <th>MARK</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>		MARK	DATE	DESCRIPTION	BY													 Development Services Department WESTPORT
		MARK	DATE	DESCRIPTION	BY																	
APPROVED: _____ DATE: _____ SCALE: 1"=60' SHEET NO. 1 OF 3																						

SAVE DATE: 10/14/2017 11:50:06 AM PLOT BY: Rmth

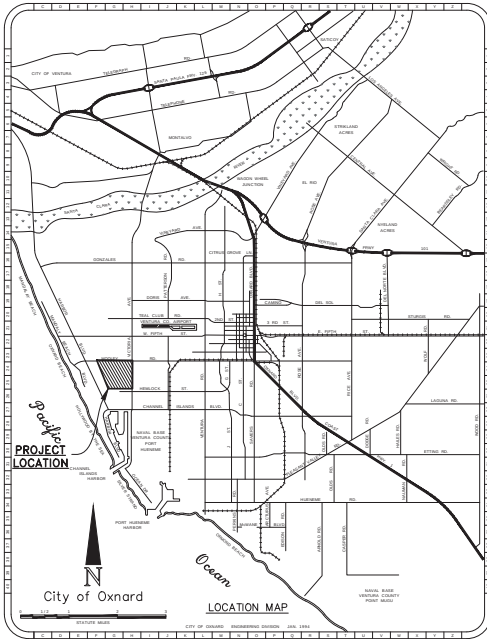
CITY OF OXNARD - CALIFORNIA

SEABRIDGE DEVELOPMENT LANDSCAPE QUANTITIES STUDY SEABRIDGE



SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	SEABRIDGE
3	SEABRIDGE
4	SEABRIDGE
5	SEABRIDGE
6	SEABRIDGE



SEABRIDGE AREA (SQ. FT.)

RESTROOM	1,460
PARKING	13,794
PLAYGROUND/EXERCISE	15,512
MEDIAN	21,486
TURF	203,999
CONC.	239,625
PLANTER	196,222
TREES	1,048
TRASH RECEPTACLE	17
BBQ PITS	6
DRINKING FOUNTAINS	1
PICNIC TABLES	6
BENCHES	21
STREET LIGHT	200
BIKE RACK	2



SALVADOR CONTRERAS, DATE: 01/23/2018
PROJECT ENGINEER
R.C.E.
W.O. 0013.05

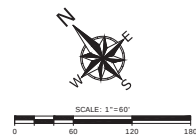
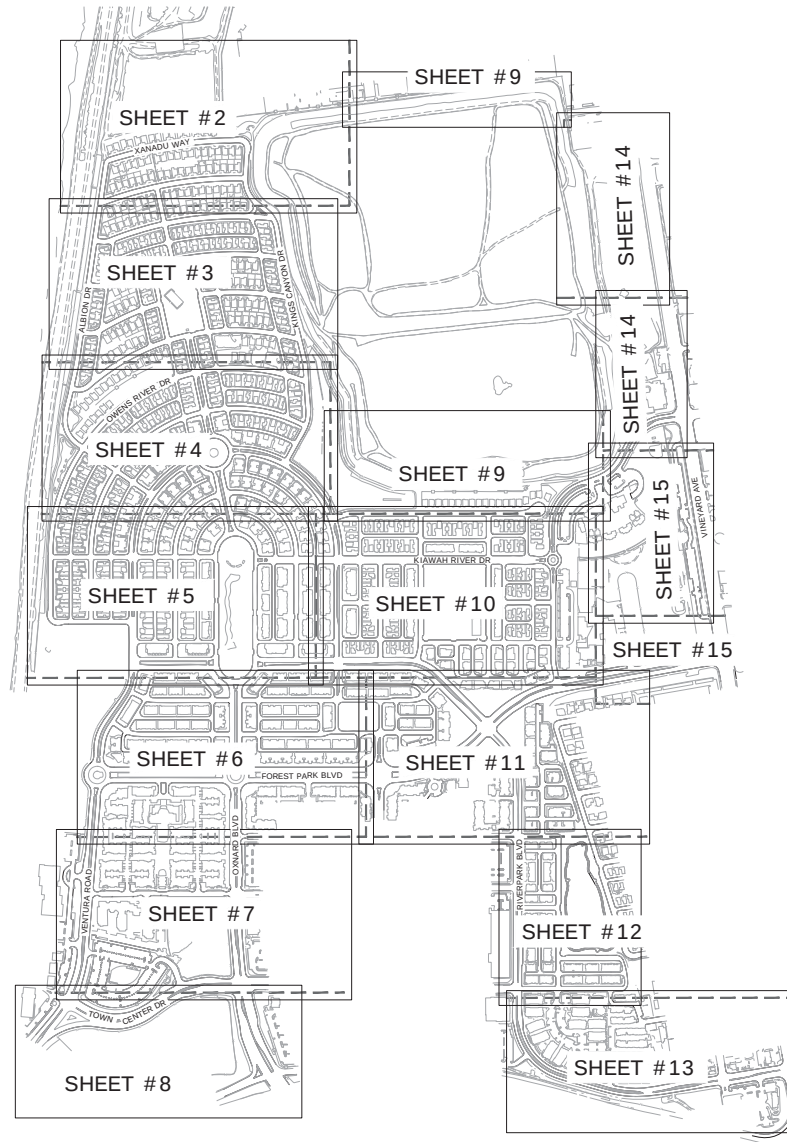


REVISIONS	DATE	DESCRIPTION	BY

	Development Services Department
SEABRIDGE	
APPROVED:	DATE:
SCALE:	DATE:
DRAWN BY:	DATE:
CHECKED BY:	DATE:
SHEET NO. 1 OF 6	DRAWING NUMBER:

L5.1b

LEGEND	AREA (IN SQ. FT.)
	PLANTERS 872,489
	SLOPES 759,664
	BASINS 230,874



ECG
ENGINEERING CONSULTING GROUPS
333 S. LINCOLN ST. SUITE 305, OAKLAND, CA 94601
PHONE: 933-322-4443 WEBSITE: WWW.ECGCALIF.COM

SALVADOR CONTRERAS DATE: 09/12/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.06



REVISIONS			Oxnard Development Services Department	
MARK	DATE	DESCRIPTION		
			RIVERPARK PLANTER	
APPROVED:			CED Engineer: D.C.E. 00000	DMW
REVIEWED BY:			SCALE: HORIZ. 1"=60'	SHEET NO. 1 OF 15
	DATE		VERT. N/A	
	DATE		DRAWN BY: JCS	DRAWING NUMBER
	DATE		CHECKED BY: JCS	



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 6

DATE: October 9, 2018

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Oxnard Traffic Management System and Adaptive Traffic Signals Project.

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

RECOMMENDATION:

That City Council award and authorize the Mayor to execute Agreement A-8074 with McCain, Inc. in the amount of \$348,400 for Transparity TMS, which is software for the Intelligent Transportation System (ITS) Software – Adaptive Traffic Signal Project.

BACKGROUND

An intelligent transportation system (ITS) applies information and communication technologies to transportation, including infrastructure, vehicles and users, and in traffic management and mobility management, as well as for interfaces with other modes of transport. ITS may improve the efficiency of transport in a number of situations, including road transport, traffic management, mobility, and so forth. The City of Oxnard ITS Master Plan, finalized in May 2008, established the roadmap for deployment of ITS strategies throughout the City.

Since adoption of the Plan, the City has installed approximately 38 miles of underground conduit with 32 miles of fiber optic cable, 6 miles of twisted-pair copper cable and 38 fixed wireless links to connect all of the City's traffic signals to a central traffic management center (TMC). Phase 1 deployment was completed in 2013, which connected approximately 140 traffic signals, replaced old and outdated traffic signal controllers with advanced traffic controllers (ATC), 18 closed-circuit television (CCTV) traffic cameras and 16 video detection systems to the TMC. Phase 2 deployment was completed in 2016 and connected approximately 25 traffic signals and three City buildings and replaced old and outdated traffic signal controllers with ATCs and 6 CCTV traffic cameras.

Oxnard Traffic Management System and Adaptive Traffic Signals Project

October 9, 2018

Page 2

The TMC is currently utilized to identify and troubleshoot traffic signal and intersection lighting issues received by phone, by 311 or by routine monitoring. Using the centralized McCain QuicNet Software, the Transportation Division is at this time able to identify loop detector issues, video detection issues, traffic signal timing and coordination issues and network issues. The system has the ability to notify staff automatically of any problems in the field, which was recently configured to do so by the Transportation Division.

While the existing QuicNet software provides many useful tools, it does not provide for adaptive operation of traffic signals. That is, the traffic signal timing programs are fixed based on the demands of each intersection, and the traffic signal controllers are not able to alter timing to adjust to changes in traffic volume demands at each intersection or along corridors through the day. Following presentation to the Transportation Policy Committee and City Council regarding the status of the City's ITS, the Transportation Division obtained a quote from our ITS hardware and software manufacturer, McCain, to implement Adaptive Traffic Signals and software.

The project will install new, proprietary software compatible with our existing hardware, replacing the QuicNet centralized traffic management system software with Transparity TMS. Further, the project will install adaptive traffic signal hardware and software on two of the City's busiest corridors: Rose Avenue and Gonzales Avenue. This will enable traffic signals on those corridors to dynamically alter signal timing to respond to varying traffic demands, minimize the number of stops along the corridor, reduce greenhouse gas emissions by reducing the number of stops and improve the flow of traffic.

STRATEGIC PRIORITIES

This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's 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

There is sufficient funding available in project No. 173104 from previously appropriated State Gas Tax funds (Fund 181).

Prepared by Ryan Kim, Interim Transportation Services Manager

ATTACHMENTS:

Oxnard Traffic Management System and Adaptive Traffic Signals Project
October 9, 2018
Page 3

Attachment A - McCain Agreement A-8074



**SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT
FOR THE TRANSPARITY TMS AND ADAPTIVE PROJECT**

This Software Maintenance Agreement ("Agreement") is entered into and effective as of the date set forth below ("Effective Date") by and between McCain, Inc., a California corporation ("Licensor") and the customer identified below ("Customer").

This Agreement consists of this signature page, the Quote – Initial Order, the License Agreement and the Software Maintenance and Support Agreement, all of which are attached hereto and incorporated herein by this reference.

Each party has read, understands and agrees to the terms and conditions of this Agreement.

Effective Date: when PO is received – 3 year duration

Accepted by:

MCCAIN, INC.

Name: Nathan Welch

Title: Director of Sales

Signature: 

Name: Carl McCollum

Title: Vice President

Signature: 

Address for Formal Notice:
2365 Oak Ridge Way
Vista, CA 92081

Attn: Nathan Welch

CUSTOMER: THE CITY OF OXNARD, CA

Name: Tim Flynn

Title: Mayor

Signature: _____

Name: Stephen M. Fischer

Title: City Attorney

Signature: 

Address for Formal Notice:
305 W. Third Street
East Wing, 2nd Floor
Oxnard, CA 93030

Attn: Ryan Kim

PLEASE SIGN AND RETURN THIS AGREEMENT TO MCCAIN, INC. AND RETAIN A COPY FOR YOUR RECORDS.



QUOTE
INITIAL ORDER



QUOTE

August 31, 2010

From: Ray Laigo
McCain Inc.
2365 Oak Ridge Way
Vista, CA 92081

Attn: Ryan Kim
City of Oxnard Public Works - Transportation Division
305 W. Third St.
Oxnard, CA 93050

Reference: Quote #RL03151B - Oxnard, CA - Transparity TMS and Adaptive Quote (rev D)

Dear Mr. Kim:

McCain is pleased to provide this quotation on the following item(s):

Item	Qty	Unit	Description	Unit Cost	Ext. Cost	Tax - 7.75%
Control System						
1	1	Lump	Transparity TMS License for 165 locations (50% discount - \$1,000/license standard)	\$69,500.00	\$69,500.00	
2	1	EA	DELL R530 Server with RAID 5	\$8,500.00	\$8,500.00	\$658.75
3	1	Lump	Remote install/config, comm's cutover, and system map	\$4,200.00	\$4,200.00	
4	1	Lump	Custom Intersection displays for 33 intersections (agency will create the rest)	\$9,900.00	\$9,900.00	
Adaptive						
9	99	EA	FleX Controllers - 15% off (Coldfire trade in discount, standard price: \$2,100/controller (see scope note 3))	\$1,785.00	\$176,805.00	\$14,969.14
6	99	EA	Omni eX Local Firmware License - 50% off (standard price: \$1,000/license)	\$500.00	\$49,500.00	\$4,276.73
7	1	Lump	Timing conversions from 790CP to Omni for 33 intersections - with review and testing (see scope note 4)	\$14,850.00	\$14,850.00	
8	99	EA	Transparity Adaptive Licenses - 25% off (standard price: \$3,300/license)	\$2,475.00	\$244,515.00	
9	1	Lump	Field Support for controller swap - 6 days (see scope note 5)	\$10,200.00	\$10,200.00	
10	1	Lump	Configuration and adaptive optimization of Rose Avenue Corridor - 16 signals (see scope note 6)	\$6,000.00	\$6,000.00	
11	1	Lump	Configuration and adaptive optimization of Gonzales Blvd. Corridor - 17 signals (see scope note 7)	\$6,000.00	\$6,000.00	
Training, Testing, and Maintenance						
12	1	Lump	Training - Transparity TMS, Omni eX software, and Transparity Adaptive - 9 days onsite (see scope note 7)	\$9,100.00	\$9,100.00	
13	1	Lump	Final Demonstration Test - 2 days onsite (see scope note 7)	\$3,400.00	\$3,400.00	
14	1	Lump	3-Yr. Software Maintenance Agreement	\$25,500.00	\$25,500.00	
				Total	\$341,670.00	\$28,502.64
					Total w/ Tax	\$370,172.64

*subject to change

Scope Notes:

- All labor is remote unless indicated otherwise. VPN or internet access is required to provide remote support.
- Agency is responsible for ensuring that communications and detection is operational and for providing the network schema.
- Coldfire Trade In - requires that the agency return the Coldfire controllers to McCain.
- Agency will provide latest timing sheets. Includes the transfer of any railroad preemption timing on current sheets. Does not include optimization of time based coordination. Agency needs to verify operation prior to field implementation.
- Field support must be consecutive days as much as possible.
- Gonzales and Rose share one signal. Agency is responsible for the following:
 - Base coordination plans
 - Advance detection - must be deployed and separated by lane
 - Detector inventory documentation
- Training and testing are consecutive days.

Quote Notes:

- Discounted pricing is only available through sole-source purchase.
- All prices are in US Dollars. All payments to be made in US Dollars.
- Purchase orders are required to be broken out by line item.
- Prices firm for 30 days. Tax and freight are not included.
- Sale is subject to McCain's standard terms and conditions.

Quotation prepared by:

Ray Laigo
ITS Project Manager
McCain, Inc.

cc: Dave Weir, California Sales Manager, McCain Inc.
cc: Jeff Pearson, Northern California Sales, McCain Inc.
cc: Earl Tackett, Senior Project Manager, McCain Inc.

The information contained in this document is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged information. Any review, reproduction, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.



McCain, Inc. - Software License

LICENSE AGREEMENT

Software Program and Version: Transparity TMS v1.5
 Licensee: City of Oxnard
 Number of Licensed Copies: License for 165 locations
Unlimited users (must be City staff)

Important — Read carefully before installing

By installing McCain software, you indicate your agreement to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, promptly return the software and all accompanying material to the place of purchase for a refund. This agreement continues in effect until you destroy or return all these materials and all copies made.

McCAIN, INC. SOFTWARE LICENSE

- 1} GRANT OF LICENSE
 McCain, Inc. grants you a single, non-exclusive, license to use the software provided you agree to abide by the terms of this agreement. Only direct employees of the purchasing municipality or entity may use this software on systems that are owned and operated by the municipality. Copies of this software may be made up to the number of licensed copies indicated but only for use on traffic control equipment owned and operated by the licensing agency. You may not transfer the software to another municipality, contractor, consultant or other party.
- 2} COPYRIGHT
 Copyright and other laws concerning software and intellectual property protect the software in part and not exclusively. You may make copies solely for use on systems that are owned and operated by your agency, and only up to the number of licensed copies indicated on this license. You may make one additional copy for backup purposes. You agree not to physically or electronically transmit the software, or make it available to users outside your municipality through a network configuration or other data sharing facility. No right to create a derivative work is conveyed by this license.
- 3} OTHER RESTRICTIONS
 You acknowledge that you do not become the owner of the software and/or documentation. You agree not to transfer, rent, lease, sub-license, reverse engineer, modify, translate, or share the software and/or documentation in any format with any other entity.

LIMITED WARRANTY

While we have attempted to ensure the reliability of the software, McCain, Inc. cannot assume any liability for damage that occurs because of usage of this software, whether or not in accordance with the instructions or specifications. It is not possible to guarantee the software's performance under all circumstances, at all times, with all hardware and/or software configurations, or with any user data, programs, or series of commands. McCain, Inc. warrants the distribution media and manual to be free from defects in material or manufacture for a period of 90 days from your receipt. When you open the software package or use the software, you indicate you accept this as the only warranty. You agree that regardless of the form of any claim, McCain, Inc.'s liability for any damages or loss to you or anyone else shall not exceed the price paid for the use of the software.

Except for the warranty described in the above paragraph there are no warranties expressed or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose, and all such warranties are expressly and specifically disclaimed.

In no event shall McCain, Inc., or its suppliers, if any, be responsible for any special, incidental, or consequential damages whatsoever (including, without limitation, damages for lost profits, business interruption, loss of information, or any other loss) arising out of the use or the inability to use this product, even if McCain, Inc. has been advised of the possibility of such damage. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

U.S. GOVERNMENT RESTRICTED RIGHTS

If you are or represent an agency of the United States, use of this package indicates your explicit agreement to observe the terms limiting copying and usage of the software irrespective of the applicability of copyright law. If you do not agree to observe the terms of this license agreement, return this package unopened to the place of purchase for a full refund.

This agreement is governed by the laws of the State of California.

McCain, Inc.
 2385 Oak Ridge Way
 Vista CA, 92081



SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

1. DEFINITIONS

"Software Upgrades" means a major version upgrade of the Software released by Licensor before or during the term of this Agreement to add a new product or new and different functions or to increase the capacity of the Software to process information, for which there is a separate charge. An Upgrade would be an increment on the whole number portion of the build version e.g. 1.5 to 2.0. Software Upgrades are not covered under Maintenance.

"Software Updates" are maintenance software releases, bug fixes, and patches to the Software, including minor version releases of the Software. An Update would be an increment on the decimal number portion of the build version e.g. 1.5 to 1.6.

If a question arises as to whether a product offering is a Software Upgrade or Software Update, Licensor's opinion shall prevail, provided that Licensor treats the product offering as a Software Upgrade for its end user customers generally.

"Software Upgrades" and "Software Updates" do not include optional/add-on Software Modules.

2. TECHNICAL SUPPORT

Maintenance includes a certain number of technical support hours and is restricted to the scope defined by this Agreement. Unless otherwise identified in the Quote, the number of technical support hours included with annual Maintenance fees is sixteen (16) hours. Specific technical support items covered by this Agreement include:

- **Software Installations**
 - Server – Software may be re-installed on the server under the terms of this Agreement.
 - Workstations – Often existing workstations are replaced and/or repaired in a manner that removes the Software client from the computer. These workstations may be re-installed by a member of Licensor's ITS Solutions Group under the terms of this Agreement.
- **Traffic Data Collection** – Licensor's ITS Solutions Group can configure data collection parameters and schedule operations to gather System Detector and Count Detector data. With system detector data, link congestion can also be configured for display on system maps.
- **Responsive Operation Configuration** – The creation of timing plans for and configuration of responsive operation is out of scope and is the sole responsibility of Customer.
- **Communication Error Diagnostics** – There are many factors involved in establishing solid communication with an intersection. When experiencing lag or complete failure when attempting to communicate with a new or existing intersection, Licensor staff can diagnose the communication sent and received by the central system. Communication diagnostics include:
 - Interpretation of CommError Logs
 - Analysis of Baud Rate vs. Polling Frequency
 - Verification of Communication Addressing Parameters
 - Identification of troubled intersections/controllers
 - Identification of TCP/IP Network configuration issues



*Evaluation of Interconnect (such as fiber optic cabling) and third party communication devices is not covered by this Agreement.

**Travel expenses for field diagnostics are not covered by this Agreement.

Travel expenses are set at a rate of \$500/day. This does not include any onsite hours that are beyond the remaining support hours in the agreement.

- **SQL Server Database Maintenance** – SQL Server maintains the system and history database for all devices configured in the Software. The performance of SQL Server can impact the Software central system and should be reviewed from time to time. The following activities are covered by this Agreement and are performed by Licensor during scheduled maintenance only:

- Backups/Archives of SQL Server Data*
- Purging of SQL Tables
- Review of SQL Server Performance/Optimization Plans

*Does not relieve Customer of obligation to perform routine backups.

- **Local Controller Software Support** – The ITS Solutions Group will provide an understanding of local controller software and how each feature operates in the field, which may include reviewing an issue with newly produced coordination timing or providing suggestions on logic and special events.
- **Ongoing Training** – New employees, consultants, or existing staff, may require refresher training or brief walkthrough to ensure the Customer's team is sufficiently trained on the operation of the Software. Customer can exchange its remaining support hours for technical training. Additional hours of training can be purchased via a separate contract.

*Travel expenses for onsite training are not covered by this Agreement.

Travel expenses are set at a rate of \$500/day. This does not include any onsite hours that are beyond the remaining support hours in the agreement.

- **Software Maintenance** – As a part of Maintenance, the following services will be performed by Licensor up to four (4) times a year using the remote access connection, provided there are sufficient funds/hours remaining in the maintenance contract
 - Review software versions of all Software used by Customer to determine whether version updates are due, and if so perform the necessary updates.
 - Review event logs, etc. and advise management regarding any issues as requiring attention.
 - Review general system status including communications with field devices, work stations, etc. and provide a report to management, if necessary, regarding any issues.
 - Review maintenance on SQL database.
 - PDF report to include work performed, issues found and fixed, and any proposed action for Customer.
 - Review other issues to ensure compliance with the terms and conditions of this Agreement.



3. LOCAL CONTROLLER FIRMWARE SUPPORT

When new Licensor local controller firmware is deployed, Licensor shall update the central software to enable communication to these new programs. Maintenance includes Software Updates to firmware for the latest local controller technology generally released by Licensor.

4. EXTENDED WORKSTATION LICENSING

During the term of this Agreement, the Customer is authorized to install the software on Customer owned workstations.

5. SOFTWARE UPDATES

When Licensor, at its sole discretion, releases Software Updates, Licensor shall supply such Software Updates to Customer with a valid Software Maintenance Agreement free of charge. Such Software Updates will be provided by Licensor when Licensor makes them generally available to the market. It is Licensor's policy to utilize the Internet and remote support technology for software distribution. Customers requiring CD-media and/or hard copies of documentation will be responsible for CD-media, hard copies of documentation, and shipping costs. All Software Updates provided, including Documentation and program materials, are subject to this Agreement. Purchase of Maintenance does not in any way extend, modify, or enhance the original Software product warranty.

Software Upgrades are not provided with the Software Maintenance Agreement and are sold separately pursuant to a separate Quote.

6. EXCLUSIONS FROM MAINTENANCE

Licensor is not obligated to provide Maintenance in the following situations:

- the Software has been changed, modified, altered repaired, damaged or deleted (excluding modifications and repairs made by or under the direct supervision of Licensor);
- to the extent the problem is caused by Customer's negligence, misuses, abuse, hardware malfunction or other causes beyond the reasonable control of Licensor;
- the problem is with third party software not licensed through Licensor;
- to the extent use of the Software in an environment, in conditions, in a manner or for a purpose for which Software was not intended or designed or failure to maintain in accordance with Licensor's instructions, specifications or the applicable Documentation;
- use of the Software in combination with any non-Licensor apparatus, data or programs outside of the official Software specifications;
- Customer has not installed and implemented Software Updates;
- installation, relocation, operation or use of the Software to the extent done other than in accordance with Licensor's official specifications and the applicable Documentation;
- Customer has not paid the Maintenance fees when due; or
- Customer's breach of or noncompliance with any provisions of this Agreement, after a 30-day notice from Licensor to Customer.



7. MAINTENANCE RENEWAL AND TERMINATION

A Maintenance renewal Quote shall be provided to Customer thirty (30) days prior to the expiration of this Agreement. The Maintenance renewal Quote includes the Maintenance renewal dollar amount and billing information. The Maintenance is considered renewed once payment is received. If the Maintenance has not been renewed after expiration date, this Agreement shall automatically be terminated without any action of Licensor. Customer must have the current version of the Software in order to purchase or renew the Maintenance. In the event that Customer elects not to renew Maintenance, reinstatement fees may apply at the time Customer reinstates Maintenance at Licensor's then-current rates therefor. In any event, Licensor shall have no obligation to support or maintain any version of the Software except (a) the then-current version of the Software, and (b) the immediately preceding version of the Software for a period of six (6) months after it is first superseded.

8. CONDITIONS FOR PROVIDING MAINTENANCE

Licensor's obligation to provide Maintenance is conditioned upon the following:

- Customer notifies Licensor of any errors with reasonable detail of the nature and circumstances surrounding the error.
- Customer makes reasonable efforts to solve the reported problem after consulting with Licensor. Reasonable efforts made by City staff to solve the reported problem shall not constitute grounds for cancellation or revocation of the maintenance agreement. as indicated in Section 6
- Customer provides Licensor with sufficient information and resources to correct the reported problem either at Licensor's customer support center or via remote access** at Customer's site, as well as access to the personnel, hardware and any additional software involved in discovering the problem;
- Customer installs all Software Updates; and
- Customer procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software.

**On-line / Remote technical support - the following requirements must be met:

- Software server or workstation **must have internet access** to download the local Citrix Go-To-Assist software.
- Allow Licensor's support staff to utilize software called Go-To-Assist by Citrix on the Software server or workstation.

WITH RESPECT TO ANY ERRORS REPORTED BY CUSTOMER TO LICENSOR, CUSTOMER AGREES THAT LICENSOR'S SOLE AND EXCLUSIVE OBLIGATION AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT WITH RESPECT TO MAINTENANCE IS FOR LICENSOR TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT SUCH ERRORS IN ACCORDANCE WITH LICENSOR'S SUPPORT OBLIGATIONS PURSUANT TO THIS SOFTWARE MAINTENANCE AGREEMENT.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 7

DATE: October 9, 2018

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Request for Approval of Contingencies for Public Projects.

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

RECOMMENDATION:

That City Council:

1. Approve an appropriation from Lease Revenue Project and Refunding Bonds Series 2014B Fund 314 in the amount of \$47,000 to finalize Windsor North River Ridge Neighborhood Street Resurfacing Project 153119;
2. Approve a contingency in the amount of \$139,474.00 for Windsor North River Ridge Neighborhood Street Resurfacing Project 153119, where the awarded contract amount was \$1,899,583.00;
3. Approve a contingency in the amount of \$250,000.00 for Street Overlays Project 18IN03, where the awarded contract amount was \$3,767,000.00;
4. Approve a contingency in the amount of \$99,437 for Redwood Neighborhood Street Resurfacing and Water Improvement Project 183103, where the awarded contract amount was \$3,241,339.50; and
5. Approve a contingency in the amount of \$40,000.00 for Police Station Roof Replacement, Project MO2107, where the awarded contract amount was \$569,979.00.

BACKGROUND

The City Council has approved various projects as detailed in the table below.

Project Name	Approved by City Council	Approved Contract Amount and Funding Source	Allocated Appropriation for Contingencies
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Request for Approval of Contingencies for Public Projects

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Windsor North River Ridge Neighborhood Street Resurfacing Project PW 17-02	7/25/2017	\$1,899,583 2014 Lease Revenue Bonds Fund 314	\$139,474
Street Overlays Project PW 18-02	11/27/2017	\$3,767,000 Street Maintenance Fund 105	\$250,000
Redwood Neighborhood Street Resurfacing and Water Improvement Project PW 16-14	12/13/2017	\$3,241,339.50 2014 Lease Revenue Fund and Water Operating Fund	\$99,437
Police Station Roof Replacement Project PW 17-33	12/19/2017	\$569,979 Measure O Funds	\$40,000

When such projects were approved, two errors occurred. First, when the \$1,899,583 Windsor North River Ridge Neighborhood Street Resurfacing Project contract was originally approved, the Council approved an additional \$200,000 for “engineering, inspection, survey, project management, and for project contingency” as well as the indirect cost and expense for project procurement. This is low; usually, contingency funds for public projects are approximately ten percent of the contract price, and engineering, inspection, survey costs and project management costs are an additional ten percent. Thus, costs have exceeded the approved \$200,000 amount by \$47,000, and staff requests the Council authorize the extra amount.

Second, when these projects were presented to City Council, the requests for contingencies were included only in background discussions. These contingencies must be authorized by the City Council, but they were inadvertently removed from the recommended actions. A contingency allows staff to authorize change orders for unforeseen circumstances. Without a contingency, staff must return to the Council for every change order, which is not only time-consuming for the Council, it may stall the project and lead to time delay claims. When a contingency is not completely used, the remainder can be unappropriated upon project close out and released back to the relevant fund balances.

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

An appropriation of \$47,000 from Fund 314 – 2014 Lease Revenue Bond is needed to fully fund Project 153119, Windsor North River Ridge Neighborhood Street Resurfacing. With this

Request for Approval of Contingencies for Public Projects

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recommended appropriation, the unaudited estimated undesignated fund balance from Lease Revenue Bonds, Series 2014 B Fund 314 is \$3.6 million.

Prepared by Renee Hatcher, Construction Project Coordinator

ATTACHMENTS:

Budget Appropriation - Project 153119 Windsor N

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Rosemarie Gaglione

Date: October 16, 2018
Phone: (805) 385-8055

Reason for Appropriation:

Appropriate an additional \$47,000 to the Windsor North River Ridge Neighborhood Street Resurfacing project to fund contingency amount

Accounts and Descriptions

AMOUNT

Fund: 2014 Lease Revenue Bond (314)

Expenditures/Transfers Out

WINDSOR N. RIVER RIDGE RESURFACING (Project 153119)

314-3024-826.86-05 CONTRACTS AND SERVICES / SERVICES-ARCH/ENG 47,000

Sub-total Expenditures 47,000

Net Change to Fund Balance 47,000

Net Appropriation Change 47,000

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____