Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 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.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
December 13, 2017
Special Meeting - 6:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

C. 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.

D. 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.

E. INFORMATION CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review
RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000:

A. MNS Engineers, Inc. (A-8022) for on-call civil engineering services for the Public Works Department ($250,000).
Legislative Body: CC   Contact: Greg Nyhoff   Phone: 385-7430

2. SUBJECT: 2018 Meeting Schedule for Legislative Bodies

RECOMMENDATION: That City Council approve the proposed meeting dates for the calendar year 2018.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

Economic Developement Department

3. SUBJECT: First Amendment to License Agreement for Plaza Park Farmers Market
RECOMMENDATION: That the City Council approves the First Amendment to the License Agreement for Plaza Park Farmers Market.
Legislative Body: CC Contact: Kymberly Horner Phone: 385-7407

Finance Department

4. SUBJECT: Award Two-And-A-Half Year Contract for Westport CFD #2 Landscape Maintenance Services
RECOMMENDATION: That City Council approve and authorize the City Manager to execute Agreement A-8030 with Garcia's Landscape Maintenance, Inc. for $403,980 to provide landscape maintenance services to the Westport Community Facilities District.
Legislative Body: CC Contact: Jim Throop Phone: 385-7475

Human Resource Department

5. SUBJECT: Budget Appropriation from Fund Balance - Public Liability Fund
RECOMMENDATION: That City Council approve a budget appropriation in the amount of $900,000 from the Public Liability Fund for the purpose of increasing the budget for liability claims expenses. This request is due to the increase in liability premiums and liability claims. This has no impact on the City's General Fund reserves.
Legislative Body: CC Contact: Steve Naveau Phone: 385-7947

Police Department

6. SUBJECT: Resolution Commending Margaret Tobin for Over Thirty-Four Years of Service.
RECOMMENDATION: That City Council adopt a resolution commending Margaret Tobin for over thirty-four years of exemplary service to the City of Oxnard.
Legislative Body: CC Contact: Scott Whitney Phone: 385-7624

Public Works Department

7. SUBJECT: First Amendment to Purchase Order No. 5738 with Toter, Incorporated for Supply and Delivery of Residential Waste and Recycle Containers
RECOMMENDATION: That the City Council approves and authorizes the Mayor to execute a First Amendment to Purchase Order No. 5738 with Toter Incorporated (Toter) to increase the total amount by $65,000 from an original purchase order value of $229,325 to $294,325, and to extend the term to January 31, 2018, for the supply and delivery of residential waste and recycle containers. Funding is from the Environmental Resources Enterprise fund and grant-related funding.

Legislative Body: CC Contact: Thien Ng Phone: 432-3575

F. REPORTS

Finance Department

1. SUBJECT: Budget Appropriation for Donations (5/15/5)
RECOMMENDATION: That the City Council approves the budget appropriation of $106,955, as per the attached Budget Adjustment form, for the operational costs of the Senior Excursions, Tamale Festival and the Showmobile for FY2017-18. There is no General Fund impact from this recommendation; rather the funds being appropriated originated in the Fund 571 – Donations.
Legislative Body: CC Contact: Jim Throop Phone: 385-7475

2. SUBJECT: Approval of a Budget Appropriation from Waterways District to Remove/Replace Cypress Trees (5/5/5)
RECOMMENDATION: That the City Council:
1. Approve a budget appropriation in the amount of $42,000 for the emergency removal of fifty (50) dead Cypress Trees along Harbor Blvd. in the Waterways Assessment District.
2. Approve a budget appropriation in the amount of $15,000 for irrigation repairs and the replacement of trees with a similar tree and/or plant material along Harbor Boulevard.
Legislative Body: CC Contact: Jim Throop Phone: 385-7475

3. SUBJECT: Urgent Request for Assessment District and Other Contract Amendments (5/10/5)
RECOMMENDATION: That City Council:
1. Authorize the City Manager to immediately terminate all City agreements with Kaneko Landscaping, Inc. (Kaneko);
2. Authorize the City Manager to award and execute an amendment to the agreement with Garcia's Landscape Maintenance (Garcia's) in order to:
a) Add new districts/projects to Garcia's agreement;
b) Adjust the levels of service based upon negotiated rates; and
c) Amend the rates per district/project in accordance with, at most, Garcia's bid rates.
3. Approve a resolution creating a one-time exemption from Resolution No. 13,932's requirement to obtain three (3) price quotations for trade services and authorizing the City Manager to award—for the purposes of providing a) landscape maintenance services to the Waterways Assessment District and b) any other services under any other Kaneko agreement(s) in which no bidding information is available—an agreement or amendment to an existing agreement for up to six (6) months to any licensed company.
4. Approve a budget appropriation in the amount of $13,827 for the current Fiscal Year 2017-18 from fund balance of two Landscape Maintenance Districts for landscape maintenance costs exceeding the current approved budget amount.
Legislative Body: CC Contact: Jim Throop Phone: 385-7475

Housing Department

4. SUBJECT: Authorization for Reuse of CalHome & BEGIN Program Income (5/5/5)

RECOMMENDATION: That the City Council:
1. Approve a budget appropriation of $272,745 from CalHome program income previously received for Cal Home Reuse 2015, of which $13,637 will be used for administration (5%), and $259,108 will be used for homeowner rehabilitation loans or for housing assistance loans for first-time homebuyers;
2. Approve budget appropriation for $295,977 from BEGIN grant program income previously received for BEGIN Reuse Program, of which $14,799 will be used for administration (5%), and $281,178 will be used for homeowner rehabilitation loans or for housing assistance loans for first-time homebuyers; and
3. Authorize future CalHome grant or BEGIN grant program income to be used for homeowner rehabilitation loans or downpayment assistance and allowable administration expenditures, and authorize the City Manager or designee to execute documents related to implementation of these grant programs.
Legislative Body: CC Contact: Arturo Casillas Phone: 385-8094

Public Works Department

5. SUBJECT: Award Contract for Redwood Neighborhood Street Resurfacing and Water Improvement Project PW 16-14 (5/5/5)
RECOMMENDATION: That City Council:
1. Award and authorize the Mayor to execute Agreement A-8031 with Granite Construction Company in the amount of $3,241,339.50 for the Redwood Neighborhood Street Resurfacing and Water Improvement Project PW 16-14; and
2. Approve an appropriation of $3,570,000 for Redwood Neighborhood Street Resurfacing and Water Project No. 183103.
Legislative Body: CC Contact: Thien Ng Phone: 432-3575

6. SUBJECT: Carollo Agreement A-8032 for Public Works Engineering (5/10/10)
RECOMMENDATION: That the City Council award and authorize the Mayor to execute Agreement No. A-8032 with Carollo Engineers, Inc. for engineering, regulatory and financial support for the Public Works Department in the amount of $831,600.
Legislative Body: CC Contact: Thien Ng Phone: 432-3575

7. SUBJECT: Second Amendment to Agreement with AECOM Technical Services, Inc. (Agreement No. A-7815) (5/10/10)
RECOMMENDATION: That City Council:
1. Authorize the City Manager to terminate Agreement No. A-7700;
2. Approve and authorize the Mayor to execute the Second Amendment to the Agreement with AECOM Technical Services, Inc. (Agreement No. A-7815) for a new total agreement amount not to exceed $13,429,858 to:
a) merge and move $4,263,693 in Water Projects from the terminated Agreement No. A-7700 to Agreement No. A-7815, also increase Agreement No. A-7815 by $8,916,165 for the Wastewater design services;
b) add $250,000 for public works on-call engineering services to Agreement No. 7815; and
c) extend the expiration date to 2020 for Agreement No 7815;
3. Approve an additional appropriation of $1,445,000 for various projects in the Wastewater

Treatment Operating Fund; and an Operating Transfer from Wastewater Collection Operating Fund to Wastewater Treatment Operating Fund for $1,295,000.
Legislative Body: CC Contact: Thien Ng Phone: 432-3575

G. ADJOURNMENT

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CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: 1

DATE: December 13, 2017

TO: City Council

FROM: Greg Nyhoff
City Manager

Greg Nyhoff

SUBJECT: Agreements for City Council Review

CONTACT: Greg Nyhoff, City Manager
Greg.Nyhoff@oxnard.org, 385-7430

RECOMMENDATION:

That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000:

A. MNS Engineers, Inc. (A-8022) for on-call civil engineering services for the Public Works Department ($250,000).

BACKGROUND

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

FINANCIAL IMPACT

A complete explanation of the agreement and funding sources are attached.

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

ATTACHMENTS:

Attachment A: City Manager Contract List for December 5, 2017

City Manager Contract List for 12/05/2017

Contracts from $25,000 to $250,000

A On-Call As Needed Civil Engineering Services

Vendor:	MNS Engineers, Inc.	**Amount to be Approved:**	$250,000
Type:	Original Agreement	**Current FY Amount:**	$85,000
Agreement No.:	A-8022	**Total Contract Amount:**	$250,000
Amendment No.:	N/A	**Funding Source:**	Several
Purchase Order No.:		**Vendor Selection Process:**	Request for Proposals (RFP)
Begin Date:	11/28/2017	**# of Bids/Proposals/Quotes:**	11
End Date:	11/28/2020	**Project Manager:**	Ralph Alamillo
Term:	Three Years	**Department:**	Public Works
		Telephone:	805-754-7155
		Email:	ralph.alamillo@oxnard.org

Purpose:

Staff is requesting authorization to enter into an Agreement with MNS Engineers, Inc. (A-8022) in a not to exceed amount of $250,000 for on-call civil engineering services for three years.

On April 24, 2017, the City sent out a Request for Proposals to twenty-one (21) firms which specialize in this type of service, advertised in the Public Planrooms and on the City's website. Eleven firms responded and a panel selected six (6) firms that best met the City's criteria from the Request for Proposals. The criteria included: 1. Understanding the scope of work; 2. Firm experience; 3. Familiarity with City procedures; 4. Quality of work; 5. Capable of developing innovative or advanced techniques; 6. Project team experience & qualifications; and 7. Resource availability.

Staff is recommending entering into six separate agreements for on-call civil engineering services with the following companies:

1. Encompass Consultants Group, Inc. - approved by City Council on November 14, 2017
2. AECOM Technical Services
3. MNS Engineers, Inc.
4. Stantec
5. KEH & Associates, Inc. - approved by City Council on November 14, 2017
6. MV Engineering, LLC. - approved by City Council on November 14, 2017

Staff will return back with individual agreements at a later date.

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CITY OF OXNARD CALIFORNIA **CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 2**

DATE: December 13, 2017

TO: City Council

FROM: Greg Nyhoff
City Manager

Greg Nyhoff

SUBJECT: 2018 Meeting Schedule for Legislative Bodies

CONTACT: Greg Nyhoff, City Manager
Greg.Nyhoff@oxnard.org, 385-7430

RECOMMENDATION:

That City Council approve the proposed meeting dates for the calendar year 2018.

BACKGROUND

Per Oxnard City Code section 2-1 (A), the City Council meets regularly on Tuesdays, usually scheduling three or four meetings each month. The Council has the ability to schedule additional meetings as necessary or to cancel meetings due to lack of business.

Staff proposed the following meeting dates for the City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority approve the following meeting dates for the calendar year 2018.

January	9, 23 and 30
February	6, 13, 20 and 27
March	6, 20 and 27
April	3, 10, 17 and 24*
May	1, 8, 15 and 22*
June	5, 12, 19 and 26*
July	10, 17 and 24
August	**NO MEETINGS**
September	11 and 18
October	2, 9, 16 and 23

November	13 and 27
December	4, 11 and 18

The Council usually does not have meetings on the fifth Tuesday of a month and on any Tuesday occurring on a holiday or close enough to a holiday to potentially impact public participation in agenda development, in preparation for the meetings, or at the meetings themselves. In addition the City Council has traditionally gone dark in August to provide a block of time to accommodate vacation plans. Staff is recommending that the fourth Tuesday in the months of April (24th), May (22nd), and June (26th) be held in reserve as potential dates for Work Sessions. The Council also cancels a meeting in conflict with the National League of Cities Congressional Conference which is scheduled to be held March 11-14, 2018 which would affect the City Council meeting schedule. The Tuesdays on which the Council **would not** meet, along with the reasons are listed below:

January 2 and 16	Accommodate New Year's Day Holiday schedule and day after Dr. Martin Luther King, Jr. Day Holiday
March 13	National League of Cities Conference
May 29	Day after Memorial Day Holiday and 5th Tuesday of the Month
July 3 and 31	Day before 4th of July and 5th Tuesday of the Month
August 7, 14, 21 and 28	Dark the Month of August
September 25	International City Manager Association Conference
October 30	5th Tuesday of the Month
November 6 and 20	Election Day and Thanksgiving Holiday
December 25	Christmas Day and to accommodate for Holiday Schedule

This schedule results in a total of 36 meetings scheduled for the 2018 calendar year. It is further recommended that Council continue the practice previously authorized by Council on June 4, 2013, of commencing the public portion of meetings at 6:00 p.m. Closed sessions would continue to start at 4:30 p.m., if necessary. Evening meetings have been successful in meeting the goals of increasing public participation, either through personal attendance at Council meetings held in the evenings, or viewing Council sessions on television, Spectrum, Channel 10 and Frontier Communications, Channel 35. Residents also have access to Council meetings via the Internet.

FINANCIAL IMPACT

None.

ATTACHMENTS:

Attachment A: City Council Calendar - 2018

2018

January

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September

Su	Mo	Tu	We	Th	Fr	Sa
30						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

October

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December

Su	Mo	Tu	We	Th	Fr	Sa
30	31					1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Closed City Hall Dates Fridays and Holidays

Recommended City Council Meeting Dates

Potential

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: <u>3</u>**

DATE: December 13, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager Greg Nyhoff

FROM: Kymberly Horner
Economic Development Director Kymberly Horner

SUBJECT: First Amendment to License Agreement for Plaza Park Farmers Market

CONTACT: Kymberly Horner, Economic Development Director
Kymberly.Horner@oxnard.org, 385-7407

RECOMMENDATION:

That the City Council approves the First Amendment to the License Agreement for Plaza Park Farmers Market.

BACKGROUND

The Farmers Market has been a tradition in the City of Oxnard ("City") for 25 years. The Market is held every Thursday at Plaza Park, rain or shine. Some of the offerings of the Farmers Market include a venue to buy locally grown farm products such as fruits, flowers, vegetables, eggs, nuts and honey, fresh-baked bread, assorted live plants, and jewelry. Live entertainment if offered with ample seating to enjoy the setting. Onsite snack and lunch options complement Downtown eateries that offer a wide variety of choices.

The Market was overseen by the former Community Development Department in the mid to late 2000's and was then picked up by Economic Development Corporation of Oxnard ("EDCO") and the Oxnard Downtown Improvement District ("ODID") for a brief stint, before coming back to the current Community and Economic Development Department in 2014. The Market became lack luster and was losing its prominence in our community, largely due to a performance issue by the operator. A Request for Proposal ("RFP") was sent out to hire a Farmers Market operator, approximately fifteen people attended the mandatory RFP meeting and two applicants submitted applications; the former operator's wife, and the Downtown Oxnard Merchants Association (?DOMA? also referred to as the Downtowner?s). The committee who reviewed the RFP's overwhelmingly voted for the DOMA. The DOMA board consists of Gary Blum, Betty Kennedy, and Pablo Ortiz. The City and DOMA both went back and forth on the deal points of the contract for several months before coming to a resolution. When all issues were settled, the contract was signed off by all parties.

On October 1, 2014 the City and the Oxnard Downtowners, a California public benefit corporation doing business as Downtown Oxnard Merchants Association entered into a License Agreement for the use of Plaza Park for a Farmers Market for three years. The fee for this license agreement was one dollar ($1) for all three years. The License Agreement states in Section 19 in Exhibit C that if, by Year 3 of original agreement, the License is amended for time "that fifteen per cent (15%) of the Operator's (DOMA) quarterly gross revenue in excess of Two Thousand Eight Hundred and Fifty Dollars ($2,850) shall go to the City."

During the time of the original License Agreement, DOMA supplied to City staff information concerning (i) total number of vendors; (ii) gross revenues; and (iii) estimates of attendance.

Through negotiations with DOMA and City staff in October and November of 2017, it was agreed that in Year 1 of the First Amendment to the License Agreement DOMA shall pay to the City a fee of one dollar ($1). In Year 2 and Year 3, DOMA shall pay to the City fifteen per cent (15%) of the Operator's quarterly gross revenue in excess of Two Thousand Eight Hundred and Fifty Dollars ($2,850). This amount shall be paid to the City quarterly, or successive three-month periods commencing upon the first date of the month on which this Amendment becomes effective.

During the term of this Amendment, DOMA shall provide to the City information concerning (i) total number of vendors; (ii) gross revenues; and (iii) estimates of attendance on a quarterly basis.

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 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.

Objective 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.

Objective 3c. Improve our methods of communicating with residents, businesses and neighborhoods.

Objective 3f. Develop a co-sponsorship policy with criteria that would enable the City to encourage local community events.

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

Objective 5a. Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.

FINANCIAL IMPACT

In Year 1 of Amendment, DOMA will pay the City one dollar ($1).

In Year 2 and Year 3, 15% of DOMA's quarterly gross revenue in excess of Two Thousand Eight Hundred and Fifty Dollars ($2,850.00) will be paid to the City. This amount shall be paid to the City at the end of each quarter. The term "quarter" shall mean successive three-month periods commencing upon the first date of the month on which this License becomes effective. Payment received will be recognized to General Fund Economic Development Misc. Revenue (Account 101-8210-581-7523).

In order to insure compliance with Amendment, DOMA will supply to City staff information concerning (i) total number of vendors; (ii) gross revenues; and (iii) estimates of attendance on a quarterly basis.

ATTACHMENTS:

Attachment A: Agreement No. 6910-14-CD

Attachment B: First Amendment to Agreement 6910-14-CD

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**License**") is entered into this 1st day of October, 2014, (hereinafter the "**Effective Date**") by and between the City of Oxnard ("**City**") and Oxnard Downtowners, a California public benefit corporation doing business as Downtown Oxnard Merchants Association ("DOMA"), ("**Licensee**").

WHEREAS, the City owns the public property described and physically shown in Exhibit "A" attached hereto and incorporated herein by this reference ("**License Area**"); and

WHEREAS, the City wishes to grant a License to Licensee to enter the License Area for the purpose of conducting a Certified Farmers Market ("**Activity**"); and

WHEREAS, Licensee desires to use the License Area for the above-stated Activity at such days, times, intervals and duration as provided herein; and

WHEREAS, the City desires to make the License Area available to Licensee to conduct the Activity at such days, times and intervals for the term of this License.

NOW, THEREFORE, the City and Licensee hereby agree as follows:

1. <u>License Granted</u>

a. Subject to the conditions contained in this License, the City grants to Licensee a non-exclusive, revocable license to conduct the Activity on the License Area.

b. The Licensee's rights and entitlements under this License shall not commence until the Conditions Precedent set forth in Exhibit "B" (attached hereto and incorporated herein by this reference) have been fulfilled to the reasonable satisfaction of the City.

c. Upon satisfying the requirements of Exhibit "B," the Licensee may commence use of the License Area for the Activity, subject to the Operational Parameters set forth in Exhibit "C" (attached hereto and incorporated herein by this reference).

d. The fee for this License is specified in Section 19 of Exhibit "C" hereto.

e. Licensee may associate with another California nonprofit organization to facilitate the terms of this License. Should any such association occur, the associated organization shall be bound to the same terms applicable to Licensee under this License.

2. <u>Maintenance</u>

a. Licensee Responsibilities. In consideration for this License, Licensee shall at all times:

(1) Comply, and cause its agents, representatives and associates to comply, with all laws, regulations, and orders of governmental authorities applicable to the Activity, and the provisions set forth Exhibits "B" and "C" hereto, as same may be amended by the City from time to time. The Activity shall be operated in accordance with the highest standards and practices in the industry.

(2) Obtain an appropriate use permit from the City for the Activity and comply with all terms and conditions of such use permit.

(3) Maintain the License Area and the area within twenty five (25) feet surrounding the License Area free of litter, trash and other debris, except to the extent the same are present at the commencement of each Activity. In the event Licensee fails to remove any merchandise, inventory, furniture, goods, wares or other property from the License Area after Activity hours, the City may retain all such property at a storage facility or dispose of such property at its sole discretion without any liability to the City or Activity vendors.

(4) Cooperate with the City's staff as requested.

(5) Conduct the Activity in a safe, sane and reasonable manner so as not to cause injury to persons or property.

(6) Return the License Area in as good a condition as when this License commenced.

(7) Provide the City a copy of any contract Licensee may enter into for operation of the Activity.

(8) Promote the Activity.

3. <u>Term of License</u>

The term of this License shall begin on the Effective Date, and shall terminate three (3) calendar years thereafter, on October 1, 2017, unless extended or terminated as provided for herein.

4. <u>Termination</u>

a. This License may be immediately terminated by the City Manager or designee (**"Manager"**), with good cause, by notifying Licensee in writing of Manager's desire to terminate the License. For purposes of this License, the term "good cause" means any or all of the reasons described in Section 20 of Exhibit "C" hereto.

b. This License may be terminated by either party without cause upon giving the other party a written notice to terminate a minimum of 30 days prior to termination.

5. <u>Permits, Licenses and Certificates</u>

Licensee, at Licensee's expense, shall obtain and maintain during the term of this License, all permits, licenses and certificates required in connection with the conduct of the Activity.

6. Taxes

Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Activity, License Area and/or any personal property, fixtures or equipment of Licensee used in connection therewith or (b) as a result of the Activity.

7. Indemnity by Licensee

a. To the fullest extent permitted by law, Licensee shall (1) immediately defend; (2) indemnify; and (3) hold harmless City of Oxnard, 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: (i) Licensee's construction on or about the License Area; (ii) Licensee's maintenance of or use of the License Area that is subject to the Activity; (iii) state of repair of the License Area; or (iv) presence of the Activity. 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. Licensee'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.

b. The duty to defend is a separate and distinct obligation from Licensee's duty to indemnify. Licensee shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Licensee 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 Licensee 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 Licensee 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, Licensee may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. This Section shall survive expiration of this License or its earlier termination. The provisions of this Section shall not be restricted by and do not affect the provisions of this License relating to insurance.

d. Any associated organization pursuant to Section 1(e) shall be bound by these indemnity terms.

8. Insurance

a. Licensee shall obtain and maintain during the term of this License the insurance coverages as specified in Exhibit "K," attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Licensee obtain and maintain such insurance coverages.

b. Licensee shall, prior to use of the License Area, file with the Risk Manager evidence of insurance coverage as specified in Exhibit "D." Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit "D."

9. Governing Law

The construction and interpretation of this License and the right and duties of the City and Licensee hereunder shall be governed by the laws of the State of California.

10. Compliance with Laws

Licensee shall comply with all State, federal, and local laws, rules and regulations, now or hereafter in force, pertaining to Licensee's use of the License Area.

11. Notices

a. Any notices to the City may be delivered by mail addressed to: City of Oxnard, 300 West Third Street, 4th Floor, Oxnard, California 93030, Attention: City Manager.

b. Any notice to Licensee may be delivered by mail addressed to: Downtown Oxnard Merchants Association, P.O. Box 1892, Oxnard, California 93032, Attention: President.

12. Assignment

Except as provided in Section 1(e) of this License, Licensee may not delegate its rights or duties under this License without the written consent of the Manager, which consent may not be unreasonably withheld for any reason.

13. Successors and Assigns

This License shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the City and Licensee, for the benefit of the License Area.

14. Amendment

This License may be reviewed or amended at any time. Any amendments to this License shall become effective only when agreed to in writing by both the Manager and Licensee.

15. Entire Agreement

This License constitutes the entire agreement of the City and Licensee regarding the subject matter hereof and supersedes all prior communications, agreements and promises, either oral or written.

CITY OF OXNARD

4/15/16 for

Greg Nyhoff, City Manager

DOWNTOWN OXNARD MERCHANTS ASSOCIATION

By:
Pablo Ortiz

Its: President

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

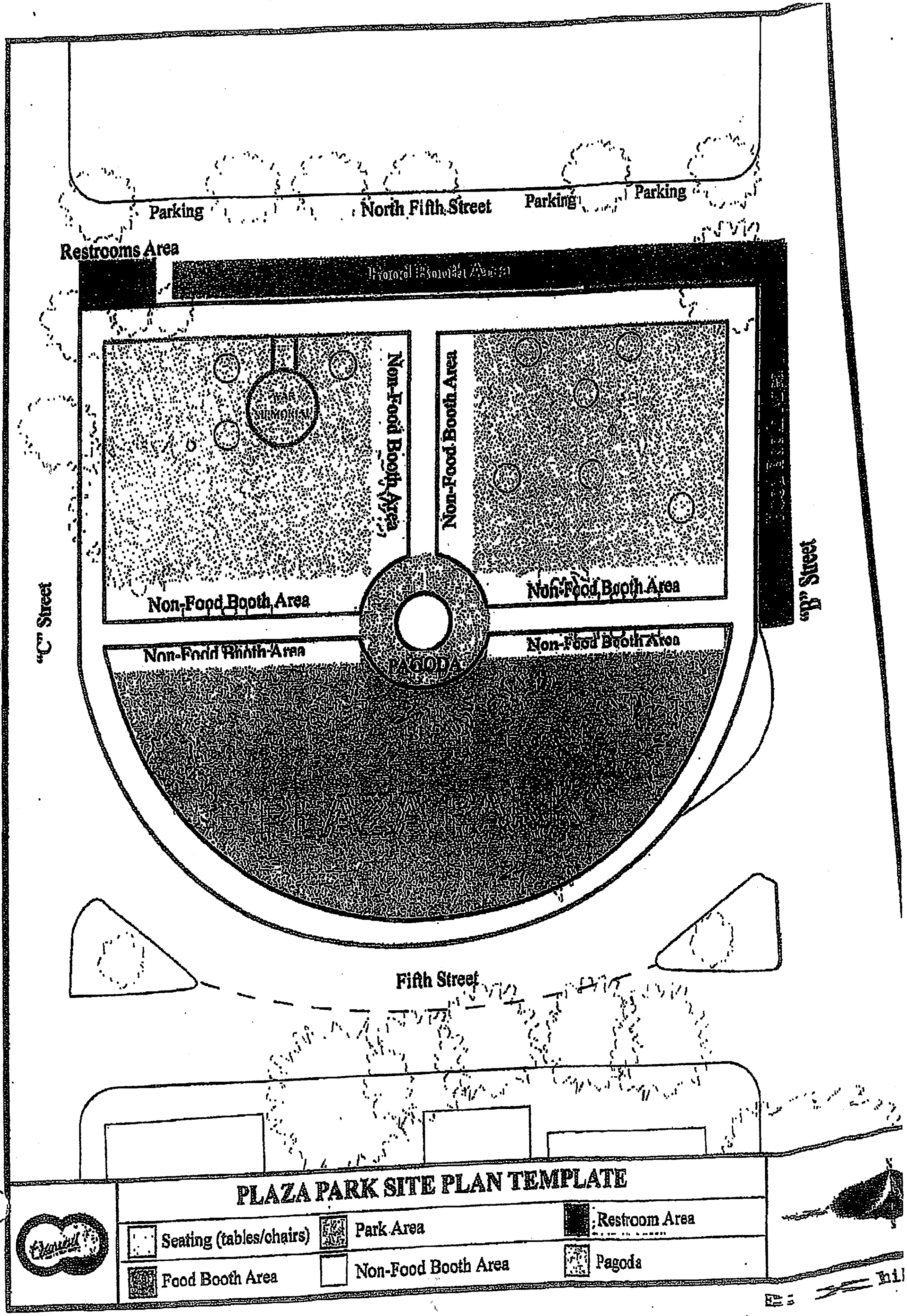
Risk Manager

APPROVED AS TO CONTENT:

Kymberly R. Horner

Kymberly R. Horner, Economic Development Director

Exhibit "A"
LICENSE AREA


Parking
North Fifth Street
Parking
Parking
Restrooms Area
Food Booth Area
Non-Food Booth Area
Non-Food Booth Area
Non-Food Booth Area
Non-Food Booth Area
Non-Food Booth Area
Non-Food Booth Area
PAGODA
"C" Street
"B" Street
Fifth Street
PLAZA PARK SITE PLAN TEMPLATE
Seating (tables/chairs)
Park Area
Restroom Area
Food Booth Area
Non-Food Booth Area
Pagoda

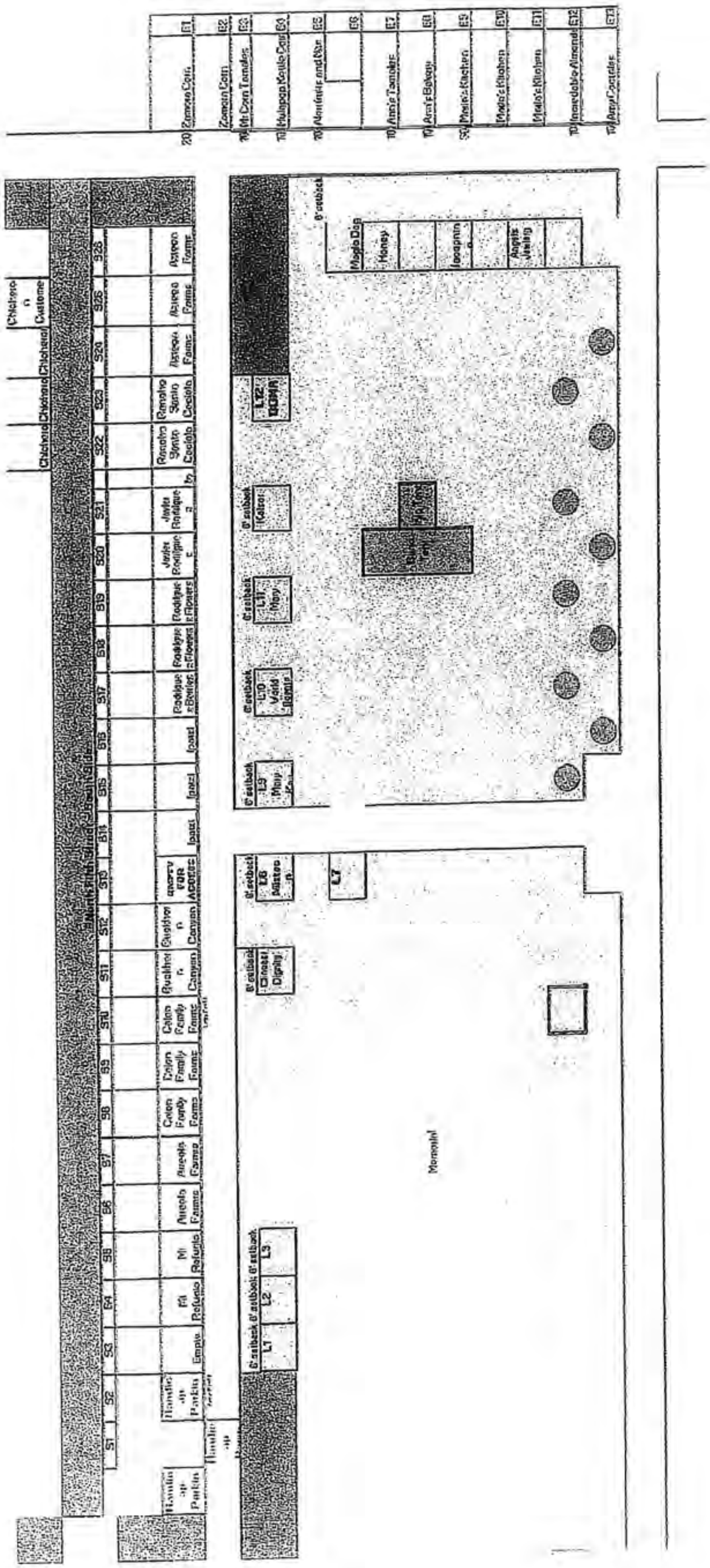


Exhibit "B"
CONDITIONS PRECEDENT

1. Financial Capacity: The Licensee shall evidence financial capacity by providing financial documentation (bank statements, balance sheets, etc.) showing that the Licensee has at least six (6) months of liquid working capital OR the ability to obtain it.

2. Management Plan: The Licensee shall provide a Management Plan that includes the following components:

a. Operational Oversight. Establishment and functionality of an Operations Committee to oversee event planning and implementation, with the express inclusion of the Oxnard Downtown Management District, nearby businesses and property owners, and the City as members and advisers.

b. Public Safety. Provisions for security and crowd control including, but not limited to, the involvement of public safety personnel in event planning, protocols for handling crowd disturbances and the presence of the Licensee to serve as a point of contact for public inquires and provide overall event coordination.

c. Event Staging. Procedures for event staging including, but not limited to, setup/cleanup, refuse collection/disposal, provision/servicing of sanitary facilities, type/placement of directional and promotional signage, and location/reservation of parking for vendors and patrons.

3. Marketing Plan: The Licensee shall provide a Marketing Plan that includes the following components:

a. Event Venue. Overall strategy with regard to event frequency, target audience, complimentary entertainment and promotional advertising to affirmatively further the City goals of showcasing downtown as a vibrant commercial and entertainment destination.

b. Physical Layout. Conceptual plan showing the anticipated number of proposed vendors, the location and interspersing of products, staging of entertainment and the anticipated foot traffic for the customers to have an unfettered and pleasant experience at the Market.

c. Product Control. Guidelines as to the screening/selection of vendors to ensure the best possible mix and highest quality of fruits, vegetables, and non-agricultural products that maximize customer selection and minimize over-duplication.

12:04 PM
07/08/15
Cash Basis

Oxnard Downtowners
Balance Sheet
As of July 8, 2015

	Jul 8, 15
ASSETS	
Current Assets	
Checking/Savings	
Checking	19,906.61
Total Checking/Savings	19,906.61
Accounts Receivable	
Accounts Receivable	-125.00
Total Accounts Receivable	-125.00
Total Current Assets	19,781.61
TOTAL ASSETS	19,781.61
LIABILITIES & EQUITY	
Equity	
Opening Bal Equity	19,335.13
Retained Earnings	-5,016.13
Net Income	5,462.61
Total Equity	19,781.61
TOTAL LIABILITIES & EQUITY	19,781.61

12:05 PM
07/08/15
Cash Basis

Oxnard Salsa Festival
Balance Sheet
As of July 8, 2015

	Jul 8, 15
ASSETS	
Current Assets	
Checking/Savings	
Oxnard Salsa Festival-First CA	3,018.71
Oxnard Salsa Festival-Rabo	101,583.30
Total Checking/Savings	104,602.01
Accounts Receivable	
Accounts Receivable	-302.67
Total Accounts Receivable	-302.67
Total Current Assets	104,299.34
TOTAL ASSETS	104,299.34
LIABILITIES & EQUITY	
Equity	
Opening Balance Equity	23,436.86
Unrestricted Net Assets	40,604.93
Net Income	40,257.55
Total Equity	104,299.34
TOTAL LIABILITIES & EQUITY	104,299.34

Page 1

Oxnard Downtowners / Oxnard Salsa Festival Combined Financials

DOMA FINANCIAL STATEMENT	7/8/2015	2014	2013	2012.00
balance forward 1.1	78,538.46	74,249.90	60,308.05	47210.00
INCOME				
Membership	1455	1160	1,215.00	1420.00
Salsa Festival 2014	128,355.00	295,261.29	343,919.21	317617.00
DT Farmers Market	25,484.85	10,911.08		
DT Food Trucks	2,966.65			
Holiday 2010				
Holiday 2013(2012) (2011)(2010)		5310	1,900.00	17797.00
Holiday 2014	125	16475	20,768.21	
Pagado Acct Transfer				
Tamale Festival				
Other Misc./ODMD	10000			50.00
Total	168386.5	329117.37	367,802.42	336884.00
		403367.27	*428,110.47*	*384094.00*
EXPENSES				
Bank Charges	113.72			95.00
Computer Office Expense		200.19	447.23	70.00
Dues: CDA, CalFest, CofC	405	1005	1,377.94	3805.00
DT Farmers Market	22716.85	8252.05		
DT Food Trucks	3140			
Holiday 2012 (2011)				1231.00
Holiday 2013 (2012)		188.03	44.95	24139.00
Holiday 2014 (2013)		24952.19	25,526.85	
Insurance: D&O, Liability	600	1728	2,232.05	1729.00
License: business			10.00	
Office Supplies	153.19	246.87	141.98	
PO Box Rental	62	62	60.00	58.00
Postage / Shipping	4.41	98	46.00	
Printing/Publications				68.00
Program Expense	1401.6		1,000.00	350.00
Rent	4390	5110	5,500.00	1000.00
Salsa Festival Expense	88,097.55	277,099.26	312,219.69	285667.00
Salsa Festival Exp 2015 (2014)		2940	2,526.00	2364.00
Sponsorships/Contributions			500.00	500.00
Tamale Festival 2010				
Taxes & Fees	85	105	152.20	105.00
Telephone	1497.12	2202.12	2,075.68	2605.00
Total	122666.44	324188.71	353,860.57	323786.00
Sales Tax		*5,235*	*5,023.00*	*4813.00*
Bank Acct Balances 12/31/2014				
Rabobank DOMA account	19,906.61	14,194.00	10,876.20	12107.27
Rabobank SALSA account	101,583.30	61,325.75	57,139.48	26055.55
Pacific Western Bank Salsa account	3,018.71	3,018.71	6,234.22	22145.23
	124,508.62	78,538.46	74,249.90	60308.05

Oxnard Downtowners (aka Downtown Oxnard Merchants Association or DOMA)
dba Oxnard Salsa Festival | 77-0367510

CITY OF OXNARD CALIFORNIA

MEMO

September 8, 2014

TO: Contract Compliance Committee

VIA: Mike More, Financial Services Manager

FROM: Kymberly Horner, Interim Redevelopment Services Manager KH

SUBJECT: License Agreement Between the City and Downtown Oxnard Merchants Association for Conducting a Certified Farmers Market

The Community Development Department requests approval of License Agreement No. 6910-14-CD, authorizing the Downtown Oxnard Merchants Association to conduct a Certified Farmers Market at Plaza Park ("Market"). At present, the Market is conducted through the Oxnard Downtown Management District ("ODMD"). The agreement under which ODMD operates expired on June 30, 2014 ("Original Termination Date"), and has been continued on a short term basis pending award of a new contract.

In advance of the Original Termination Date, and with City Council consent, staff solicited proposals from other possible Market operators. Upon receipt of proposals, and with the involvement of staff and downtown stakeholders (including ODMD), the Downtown Oxnard Merchants Association ("DOMA") was selected as the preferred operator. Although the License Agreement becomes effective upon its execution, DOMA may not commence operations and replace the current Market operator until the following conditions precedent have been satisfied:

- Evidence of Financial Capacity.
- Preparation of a Management Plan.
- Development of a Marketing Plan.

Upon satisfying the Conditions Precedent, DOMA must abide be detailed operational parameters as detailed in Exhibit "C" of the proposed License Agreement. The term of the License will be for a period of one year following its execution. Either party may terminate the License by providing prior reasonable notice. An extension of term will require formal amendment of the Agreement. **Licensee shall pay the City a fee of $1.00 plus 15% of Operator's quarterly gross revenue in excess of $2,850.00.**

As consideration for the License, DOMA is required to compensate the City based on actual performance. In addition, all costs associated with staging, managing, marketing and operating the Market will be the responsibility of DOMA.

If you have any questions, please call me at extension 7853.

Thank you.

DT Farmers Mkt. September 2014 - June 2015

INCOME											partial
	Se/Oc 14	Nov. 2014	Dec. 2014	Jan. 2015	Feb. 2015	Mar. 2015	Apr. 2015	May. 2015	June. 2015		July. 2015
Vendor Fees	5411.6	2915.61	2396.78	3510.58	3906.05	3918.93	4595.54	3524.57	3749.55	$33,929.21	927.63
Producer Fees	62.36	62.36	62.37	203.33	203.33	203.34	272	218	204	$1,491.09	48
TOTALS										$35,420.30	
15% to City qrtly			1181.09			1272.34			1352.94	$3,806.37	
15% to city mnthly	384.24	9.84	0	99.04	158.4	160.33	261.83	101.18	134.92	$1,309.78	
EXPENSE											
Entertainment	305	200	280	355	455	555	430	375	530	$3,485.00	75
Supplies	125.06									$125.06	
VC Health Dept	581							180		$761.00	
Parade Float			300							$600.00	
Port a Potties		1233	674.8		500	500	500	625	500	$4,532.80	500
Sound System					367.19					$367.19	
City Corps					1050					$1,050.00	
Office Supplies						10.66	14.85			$25.51	
Marketing			310.69	679.02	150	209.78	170.3	110		$1,629.79	
Market/Rack Cards							238.86			$238.86	
Marketing Twitter							5			$5.00	
Marketing Insta.							43.09			$43.09	
Marketing Social M								44.01		$44.01	
CDFA - Cashier							187.09			$187.09	
CDFA - Cashier							610			$610.00	*694*
VC Ag	60									$60.00	
										$13,764.40	
Labor. Consult.	750		1400	600	437.5	750	750	750	750	$6,187.50	700
Labor. On site				282	525	321	663	447	300	$2,538.00	99
Labor. Set Up	770		962.5	962.5	577.5	577.5	1522.5	770	962.5	$7,105.00	
Xmas Float Const.			300							$300.00	
										$16,130.50	
Total Expenses										$29,894.90	
Net Gain										$5,525.40	

Exhibit "C"
OPERATIONAL PARAMETERS

1. Hours: This License is for a turnkey operation of a year-round Certified Farmers Market as defined in the California Health and Safety Code and as certified and regulated by the State of California (the "Market"). The frequency, days of the week and hours of operations shall be subject to mutual agreement between the City and Licensee and detailed in the Management Plan. Any changes to the frequency, days of the week or hours of operation shall be by mutual written agreement of the City and Licensee.

2. Location: The City and Licensee acknowledge that the exact location of the License Area is subject to the approval and issuance of land use permits (if required). In addition, City Manager or designee may reasonably reconfigure the License Area in order to accommodate and/or address any required changes or extend the load out and load in hours. The Licensee cannot allow any Market activities outside the License Area without the prior written approval of the City Manager or designee.

3. Covenants of Licensee: The Licensee must provide a full turnkey year-round Certified Farmers Market during the times described in the Management Plan, which Market must be operated and maintained by a qualified operator at its sole cost and expense, in a first-class manner, and in compliance with all applicable ordinances, resolutions, rules and regulations of the City, County, State and Federal Law, as well as standard industry practices including, without limitation, with on-site Market management, Market rules, and periodic (non-notified) Market inspections.

4. Vendors: The Licensee at its sole cost and expense will work with approved organization(s) to book vendors for the Farmers Market who produce and sell fresh California produce, including fruits, nuts, vegetables, cut flowers, artisan breads, artisan prepared foods, gifts, "green" crafts and other products sold at comparable Certified Farmers Markets; provided, however, all such vendors booked for the Farmers Market are subject to the terms of this License.

5. Security: The Licensee or its Agent at its sole cost and expense must provide all necessary security and safety devices to protect the patrons of the Farmers Market during the Market's operating hours.

6. Image: The Licensee at its sole cost and expense must promote the Farmers Market and Downtown Oxnard image as a healthy, vital part of the community.

7. Permits: The Licensee at its sole cost and expense must obtain and maintain all necessary permits, certificates, and licensees required to operate a Certified Farmers Market at the License Area and must ensure that all participating farmers, producers, entertainers and vendors obtain and maintain all necessary permits, certificates, and licenses require pursuant to the Certified Farmers Market regulations, local City, County, State and Federal laws.

8. Surrender: The Licensee at its sole cost and expense must surrender the License Area in the same condition, with all refuse, rubbish, and personal property removed, as when received by Licensee each week before the Market, with exception for any normal wear or tear.

9. Damage: The Licensee cannot remove, damage, or alter in any way the existing improvements or personal property of the City; and the Licensee must repair, at its sole cost and expense, any damage or alteration to the License Area in the same condition that existed before the damage or alteration.

10. Special Activities: Upon receiving written approval from the City Manager or designee one week in advance of the Market, the Licensee may provide special activities at the Market such as entertainment and cooking demonstrations from time to time. The Licensee and City must agree on an annual calendar of special Market activities, subject to update during the year upon written approval from the City Manager or designee.

11. Name: The Licensee agrees to use the name "Downtown Oxnard Farmers Market" exclusively during its operation of the Market. The City retains ownership of said name and all rights associated therewith.

12. Maintenance of License Area: The Licensee agrees to keep License Area, including landscaped areas, free of debris after each use; failure to comply may result in an assessment of fees to cover cost of cleaning and/or in immediate termination of the License at the sole discretion of the City Manager.

13. Vehicles: At no time may any market vendor or other person associated with the Licensee park any vehicle in the landscaped areas of the License Area.

14. Condition: During the term of this License, the Licensee must maintain the License Area in a good sanitary and neat order during its hours of operation. During the term of this License, the City should maintain the License Area in good condition and repair similar to its other parking lots.

15. Conflicting Events: The City Manager and Licensee will work together to relocate, reconfigure, reschedule, or cancel the Market from time to time if the City activities are scheduled to take place on the same day or there are environmental emergencies. The Licensee's monthly fee will be prorated to reflect the cancellation of any Market days.

16. Property Interest: This License does not convey any property interest to the Licensee. Except for areas restricted because of safety concerns, the City and the general public will have unrestricted access upon License Area for all lawful acts.

17. License Area Parking/Signage: Reasonable effort will be made by City Manager or designee to resolve problems prior to the Market day including the Licensee posting parking lot signs or delineators the morning or evening before the Market event indicating to the public that the License Area is reserved for the Market and no parking is allowed in the License Area during the hours of Market operation. Should non-event vehicles be parked in the License Area the morning of the Market, the Licensee must attempt to advise vehicle owners that the vehicles must be relocated outside the License Area; otherwise the vehicles may not be allowed to be removed until after the Market is closed or arrangements can be made by the Licensee to safely relocate the vehicles by the driver during the event.

18. Rights to Extend: Any term extension may be at the rental fee set forth below and otherwise upon the same covenants, conditions, and provisions as provided in this License.

19. Fee: Upon satisfying the Conditions Precedent (Exhibit "B" of the License), the Licensee shall pay the City a fee of $1.00. By Year 3, if the License is amended for time, then it will be negotiated that fifteen per cent (15%) of Operator's quarterly gross revenue in excess of Two Thousand Eight Hundred and Fifty Dollars ($2,850.00) shall go to the City. This amount shall be paid to the City at the end of each quarter in arrears (the "Fee"). A late charge of $500 applies on the second (2nd) of the month following the end of each quarter. As used herein, the term "quarter" or "quarterly" shall mean successive three-month periods commencing upon the first date of the month on which this License becomes effective. Each quarterly payment shall be accompanied by a report by the Licensee that provides the following information with supporting documentation: (i) total number of vendors; (ii) gross revenues; and (iii) estimates of attendance.

20. Termination: The City has the right to terminate this License as described in Section 4 for the following reasons:

(a) City's receipt of a written notice from any governmental authority that the Market violates or fails to comply with Applicable Laws or fails to maintain its certification as a Certified Farmers Market; provided, however, if such violations are curable, Licensee may cure any such violations within fifteen (15) days from the date the Licensee receives written notice of the same. Time allowed to cure violations may be extended at the sole discretion of the City Manager.

(b) Failure to comply with the terms and conditions as set forth in this License may result in immediate termination at the sole discretion of the City Manager, including failure of Licensee to operate in a first-class manner, as evidenced by the City receipt of significant complaints about the Market, discourteous treatment of the public by Licensee's employees or non-compliance with the Management Plan or Marketing Plan stipulation in Exhibit "B" and approved by the City.

21. Waiver of Claims: Licensee expressly waives all rights, if any, to assert any claims against the City, its officials, agents or employees, as their interests may appear, for any damage, destruction or loss to Licensee and/or its agents, representatives or employees by any reason of fire, theft, robbery or burglary, bodily injury, personal injury, death or any other cause whatsoever, unless and to the extent resulting from the gross negligence or willful misconduct of the City. The City has no responsibility to provide security, supervision or protection against any loss or harm that may be sustained by Licensee (or its employees, agents, representatives and guests) at the Market. Licensee accepts all responsibility for any injury or public liability incurred as a result of its use of the License Area unless it is demonstrated that any such claim is the due to the gross negligence or willful misconduct of the City or its officials, agents, or employees. Any associated organization pursuant to Section 1(e) of this License shall be bound by the terms of this Section.

22. Event Costs. Licensee is responsible, at its sole cost, for all expenses associated with the promotion, advertising, staging and production of the Market including, but not limited to display ads, flyers, social media and coupon-type activities for the entire term of the License.

23. Personal Agreement: Licensee understands and agrees that this License is personal to Licensee and it cannot be constructed to convey any interest whatsoever in or to real property including, without limitation, the License Area. Licensee has no right to assign, enter into a sublicense (other than to vendors offering product at the Market) or otherwise transfer or encumber this License or any of the Licensee's rights hereunder without prior the City approval by amendment.

Exhibit "D"
INSURANCE REQUIREMENTS

24. Independent Contractor: The relationship created by this License and the operation of the License Area by Licensee as a Certified Farmers Market is that of an independent contractor and Licensee and its employees are not considered to be employees of the City nor can anything contained herein be deemed in any way to constitute a partnership, joint venture or joint enterprise between the City and Licensee. Subject to the provisions of this License, Licensee has sole control, supervision, direction and responsibility over the vendors at the Market, its employees and the manner and means of operating the License Area.

25. Benefits: Licensee is solely responsible for, and will hold the City harmless from, all matters relating to payment of Licensee's employees, agents, subcontractors, and consultants, including compliance with social security requirements, federal and state income tax withholding, and all other regulations governing employer-employee relations. Licensee acknowledges that Licensee and its employees are not entitled to any of the benefits or rights afforded employees of the City including, without limitation, sick leave, vacation leave, compensatory leave, or health, life, dental, long-term disability, and workers' compensation insurance benefits.

26. Agency: Licensee and its agents, employees, subcontractors, and consultants are not, and cannot be deemed to be agents of the City, and have no authority, expressed or implied to act on behalf of the City in any capacity, as agents or otherwise, or to bind the City to any obligations.

33. Access to Records: Licensee agrees that upon twenty-four hours' notice, the City will be provided access to all accounting records of Licensee for the Market including, without limitation, duplicate vendor receipts and complete contact information for participating vendors.

35. Successors and Assigns: This License is binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, subject to the limitations on assignment.

OXNARD DOWNTOWNERS
Downtown Oxnard Merchants Association / Downtown Oxnard Farmers Market

TO: Marisela Ledezma Hart, City of Oxnard, Finance/Purchasing Department
FROM: Gary Blum, Farmer Market Committee Chair, Oxnard Downtowners
RE: Farmers Market License Agreement
DATE: 1-25-16

We were notified of additional insurance requirements for the completion of the Farmers Market License Agreement between our organization and the City of Oxnard.

We are requesting a waiver of these requirements due to the fact that our organization does not own or lease any vehicles for the "Certificate of Insurance for auto liability" and the "Additional Insured endorsement for auto liability" requirements to apply to. We also do not own any property as we lease office space in downtown.

We are also requesting a waiver of the "Certificate of insurance for workers compensation" and the "Waiver of subrogation for workers compensation" as we have no employees only utilizing contractors and/or volunteers.

Please let us know if this meets with City approval as we need to complete the Farmers Market License Agreement as soon as possible for County Agricultural Department requirements.

Thank you.

Cc:
Kymberly Horner, City of Oxnard
Pablo Ortiz, Oxnard Downtowners Chair

P.O. Box 1892, Oxnard, CA 93032 ~ 805.247.0197
www.OxnardDowntowners.org

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776
Oxnard, CA - Laubacher - HUB International Insurance Services Inc.
200 W Fifth Street
Oxnard, CA 93030

CONTACT NAME:
PHONE (A/C, No, Ext): (805) 483-2477 | FAX (A/C, No): (805) 512-8779
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Burlington Insurance Company	23620
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Oxnard Downtowners
P.O. Box 1892
Oxnard, CA 93032

COVERAGES

CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY; PRO-JECT; LOC; OTHER:	X		150B013254	08/03/2015	08/03/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ Included
								$
	AUTOMOBILE LIABILITY; ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; HIRED AUTOS; NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Oxnard is named as an additional insured under the General Liability policy with respect to the weekly Farmers Market, per attached endorsement.

CERTIFICATE HOLDER

City of Oxnard
300 West 3rd Street
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 15CB013254

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision: CITY OF OXNARD, 300 W THIRD STREET, OXNARD, CA 93030
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Agreement No. 6910-14-CD

FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN CITY OF OXNARD AND DOWNTOWN OXNARD MERCHANTS ASSOCIATION FOR THE OPERATION OF THE DOWNTOWN OXNARD FARMERS MARKET AT PLAZA PARK

This First Amendment ("First Amendment") to the License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 10th day of October, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Oxnard Downtowners, a California public benefit corporation doing business as Downtown Oxnard Merchants Association ("DOMA"). This First Amendment amends the Agreement entered into on October 1, 2014, by City and DOMA.

City and DOMA agree as follows:

1. In section 3 of the Agreement, the date "October 1, 2017" is deleted and replaced by the date "October 1, 2020".

2. For Year 1 of Amendment, DOMA shall pay the City a fee of $1.00. In Year 2 and Year 3, DOMA shall pay the City fifteen per cent (15%) of DOMA's quarterly gross revenue in excess of Two Thousand Eight Hundred and Fifty Dollars ($2,850). This amount shall be paid to the City at the end of each quarter.

3. During the term of this Amendment, DOMA shall provide to the City information concerning (i) total number of vendors; (ii) gross revenues; and (iii) estimates of attendance on a quarterly basis.

4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. 6910-14-CD

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

CITY OF OXNARD

Tim Flynn, Mayor   Date

APPROVED AS TO AMOUNT:

N/A
☐ Lisa Boerner, Purchasing Agent   Date

APPROVED AS TO FORM:

for   12-4-17
Stephen M. Fischer, City Attorney (required for any agreement amount)   Date

APPROVED AS TO CONTENT:

Kymberly Horner   12-4-17
Kymberly Horner, Department Head   Date

APPROVED AS TO INSURANCE:

12/7/17
Mike More, Risk Manager   Date

VENDOR/CONTRACTOR/CONSULTANT

Elizabeth Kennedy for   12-4-2017
Pablo Ortiz, President   Date

Gary Blum   12-4-17
Gary Blum, Board Member   Date

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.

PLEASE DO NOT REMOVE THIS BOX

(This page is intentionally blank.)

CITY OF OXNARD CALIFORNIA — **CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 4**

DATE: December 13, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Award Two-And-A-Half Year Contract for Westport CFD #2 Landscape Maintenance Services

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, 385-7475

RECOMMENDATION:

That City Council approve and authorize the City Manager to execute Agreement A-8030 with Garcia's Landscape Maintenance, Inc. for $403,980 to provide landscape maintenance services to the Westport Community Facilities District.

BACKGROUND

The Westport Community Facilities District (CFD) have landscaping improvements that add value and enhance the aesthetic qualities of the district. City staff revamped the maintenance contract to incorporate stricter standards and requirements with which vendors must comply. Staff initiated a pre-qualification process in September 2017 to ensure only bidders meeting the standard of work required for the CFDs would qualify. As a result, three (3) vendors pre-qualified: Garcia's Landscape Maintenance, Inc., Landscape Development, Inc., and BrightView Landscape Services.

Staff released a request for bids in October 2017. Of the three (3) pre-qualified vendors, two (2) submitted bids. The lowest bidder was determined to be Garcia's Landscape Maintenance, Inc. After discussion with the Westport HOA, they requested the highest level of service, level A. The contract term will be 2 ½ years.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost for this agreement will be paid directly by the Westport Community Facilities District line item 175-5702-805-8209.

ATTACHMENTS:

Attachment A: A-8030 - Garcia's 1-1-18

CITY OF OXNARD CONTRACT FOR MAINTENANCE OF COMMUNITY FACILITIES DISTRICTS

THIS CONTRACT ("Contract") is made and entered this 1st day of January, 2018 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and GARCIA'S LANDSCAPE MAINTENANCE, INC. ("Contractor").

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 Prequalification Packet, Instructions to Bidders, General Provisions, Special Provisions, Maps, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), INS-D and all insurance documentation, the City business license, permits from regulatory agencies, and Addenda. These documents are incorporated herein by reference. The Contract also consists of the document titled "Additional Scope for Westport Landscape Maintenance Services" which is attached hereto and incorporated herein as **Exhibit C**.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the Maintenance of the Westport Community Facilities District ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Extra Work. As needed, City may contact Contractor to perform work in a good and workmanlike manner for the maintenance of other landscape maintenance districts, some community facilities districts, and/or a waterways assessment district. If Contractor accepts that work either in writing or by beginning any part of the requested work, it shall be paid in accordance with the prices as submitted in its Bid. There is no guarantee of this extra work.

4. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Four Hundred Three Thousand Nine Hundred and Eighty dollars ($403,980) in accordance with the prices as submitted in the Bid.

5. Wages. Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor 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. Contractor shall compensate any employee of Contractor 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, Contractor 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, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Contractor 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 Contractor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Contractor, effective immediately.

d. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor 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. Contractor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Contractor of the amount owed.

e. In accordance with Labor Code Section 1770 et seq., the Project is a "public work." The Contractor 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 Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Contractor shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as **Exhibit B** and incorporated herein by this reference.

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

GARCIA'S LANDSCAPE MAINTENANCE, INC. Dated: ____________________

By: ____________________ By: ____________________

Title: ____________________ Title: ____________________

CITY OF OXNARD

By: ____________________
City Manager

APPROVED AS TO FORM:

By: ____________________ for
City Attorney

APPROVED AS TO CONTENT:

By: ____________________
Project Manager

APPROVED AS TO INSURANCE:

By: ____________________
Risk Manager

By: ____________________
Finance Director

City requires the following for any contract: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners. If your entity has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind Contractor.

A-8030

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

GARCIA'S LANDSCAPE MAINTENANCE, INC.

By: [signature]

Title: President

Dated: 11-14-17

By: [signature]

Title: Secretary

CITY OF OXNARD

By: ______________________
City Manager

APPROVED AS TO FORM:

By: ______________________
City Attorney

APPROVED AS TO CONTENT:

By: ______________________
Project Manager

By: ______________________
Finance Director

APPROVED AS TO INSURANCE:

By: ______________________
Risk Manager

City requires the following for any contract: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners. If your entity has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind Contractor.

Exhibit INS-B

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

4. Consultant 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 Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available. CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

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

SAMPLE

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

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

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

☐ Deductible ☐ Self-Insured Retention (check which) of $ ____ with an Aggregate of $____ coverage. ☐ Per Occurrence

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date ____________________
☐ Occurrence

OTHER PROVISIONS

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

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: ____________________
Address: ____________________
____
Telephone: ( ) ____________________

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____________________

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

Signature ____________________
(original signature required)

Telephone: ( ) Date Signed ____________________

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

Name: ____________

Address:__

____

Telephone: ()____

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____________

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

Signature ____________________

(original signature required)

Telephone: ( ) Date Signed ____________

EXHIBIT A

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 1

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 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 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, 2017

c. 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.

c. 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.

d. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

EXHIBIT B: PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the Project defined in the Agreement between Contractor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).

4. Contractor 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. Contractor 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 Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Contractor shall comply with Labor Code Section 1776, which requires Contractor 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. Contractor 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. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.

8. Contractor 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. Contractor 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. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Contractor 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 Contractor'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. Contractor 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. Contractor 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. Contractor 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, Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall hold harmless, defend (at Contractor'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 Contractor, 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 Contractor under this Section shall survive termination of the Agreement.

EXHIBIT C

ADDITIONAL SCOPE FOR WESTPORT LANDSCAPE MAINTENANCE SERVICES

1) Monday-Friday open up the restrooms first thing in the morning
2) Empty the trash cans on property daily (Monday-Friday) – City to supply the trash bags
3) Check the BBQs at the park once a week and empty the coals and debris if needed
4) Check the mutt mitt stations daily (Monday-Friday) - if they need to be restocked, City will provide the mutt mitt bags, but contractor is responsible for restocking them.

ANNOUNCEMENT OF PROCEDURES AND OPEN DATES FOR ANNUAL PREQUALIFICATION FOR LANDSCAPE MAINTENANCE PROJECTS

NOTICE IS HEREBY GIVEN that the City of Oxnard has determined all bidders on landscape maintenance projects (individually the "Project," or collectively, the "Projects") for various City parks, medians, community facilities districts, landscape maintenance districts and other City property must be prequalified before submitting any such bid. It is **mandatory** that any contractor who intends to submit such a bid fully complete the prequalification questionnaire and timely submit all materials requested therein (collectively, the "Prequalification Packet") as well as be approved by the City to be on the qualified bidders' list. No bid will be accepted from a contractor that has failed to comply with these requirements. If two or more entities submit a bid as part of a joint venture, each such entity must be separately prequalified to bid.

ANNUAL APPROVAL. Prequalification Packets may be submitted in the following window periods: **October 1-10, 2017**; January 1-10, 2018; April 1-10, 2018; and July 1-10, 2018. Prequalification approval will remain valid for one calendar year from the date of Notice of Prequalification, except that the City reserves the right during that year to adjust, increase, limit, suspend or rescind the prequalification ratings based on subsequently learned information. The City will only take such action after giving notice to the contractor and an opportunity for a hearing consistent with the prequalification determination appeal procedures described below.

SCOPE OF WORK. The Projects generally entail mowing, edging, and trimming of landscape, soil aeration, dethatching, fertilization, weed and pest control, trash and debris removal and graffiti removal. Regular pruning and trimming of trees, shrubs, vines and groundcover as well as irrigation and property inspections may also be required on a regular basis.

OBTAINING QUESTIONNAIRE. The prequalification questionnaire is available at CyberCopy's Plan Room at *http://dfs.cybercopyusa.com/planrooms/public/index.php*. Additionally, printed copies will be available from Patricia Garcia at the address listed below for Oxnard City Hall.

SUBMITTING PREQUALIFICATION PACKET. All Prequalification Packets must be marked "CONFIDENTIAL" and submitted to Oxnard City Hall, 300 West Third Street, Second Floor, Oxnard, CA 93030, attn: Patricia Garcia. Contractors may submit Prequalification Packets during regular working hours that Oxnard City Hall is open.

PUBLIC RECORDS. The submitted Prequalification Packets are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law, although the contents may be disclosed to third parties for verification, investigation of substantial allegations, and in the process of an appeal hearing. State law requires that the names of contractors applying for prequalification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose.

ONE PACKET ALLOWED PER CONTRACTOR. Each contractor may only submit one Prequalification Packet per window period. Unless indicated otherwise by the City, a contractor's qualification to bid shall apply to all of the Projects (but not to other City projects) in the upcoming year. Likewise, if the City determines that a contractor is not qualified, that determination shall apply to all of the Projects (but not to other City projects) in the upcoming year unless the City qualifies that contractor at another window period.

COMPLETENESS. Prequalification Packets must be complete at the time of submission. The Prequalification Packet may not be supplemented after submission.

DETERMINATION. The City will use all submitted answers and documents as the basis of rating contractors for prequalification. The City reserves the right to check other sources. The City also reserves the right to adjust, increase, limit, suspend or rescind the prequalification rating based on subsequently learned information. The City may refuse to grant prequalification where the requested information and materials are not provided, not provided within the window period, or falsified. The City reserves the right to waive minor irregularities and omissions contained in any Prequalification Packet submitted, to make all final determinations, and to determine at any time that the prequalification procedures will not be applied to a future Project.

STANDARDS OF RESPONSIBILITY. In prequalifying, the City is seeking bidders who: are experienced, knowledgeable and capable; have a high quality of work, strong safety record, good environmental record, and sufficient equipment, resources and personnel; do not have a pattern of unsupported claims; have not been found non-responsible; have not been debarred, convicted in a civil suit or found guilty in a criminal action for making false claims to any public agency; and do not make deceptive, evasive or fraudulent statements or omissions in their Prequalification Packets and in the prequalification process.

APPEALS. There is no appeal from the City's refusal to prequalify for an incomplete, late or falsified application. Where a timely, complete, honest and accurate Prequalification Packet results in a rating below that necessary to prequalify, the contractor can deliver its request to appeal the decision on or before 5:00 p.m. on the fifth business day after the date that the Notice of Prequalification was mailed to that contractor. That appeal must follow all requirements listed in the City's Notice of Appeal, which the City shall send with any Notice of Prequalification where the City determined that the contractor was not qualified. Without a timely appeal, the contractor waives any and all rights to challenge the City's decision by administrative, judicial or any other legal means. The date for a specific Project's bid opening will not be postponed for completion of an appeal process.

POST-BID CONSIDERATIONS. Neither the fact of prequalification nor any prequalification rating will preclude the City from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work and has demonstrated the requisite trustworthiness.

QUESTIONS. For questions regarding the prequalification process, please mail, email or personally deliver written questions to Patricia Garcia by 5:00 p.m. at least five business days before each window period begins, referencing "Landscape Maintenance Prequalification." Ms. Garcia can be reached at Patricia.Garcia@oxnard.org or at the address listed above for Oxnard City Hall. Questions received after this deadline will be disregarded. Any response will be made only in writing to all contractors who have obtained a prequalification questionnaire directly from CyberCopy or Patricia Garcia at that time. No oral response shall be binding.

SUBCONTRACTORS. The City may require one or more of the following: the qualification of subcontractors in particular crafts or trades following acceptance of contractor's bid but before the award is made; the prequalification of all subcontractors; the prequalification of subcontractors in certain crafts; or a post-bid qualification review.

Prequalification Packets may be submitted October 1-10, 2017, to Oxnard City Hall, 300 West Third Street, Second Floor, Oxnard, CA 93030, attn: Patricia Garcia

PREQUALIFICATION QUESTIONNAIRE

CITY OF
OXNARD
CALIFORNIA

FOR

THE LANDSCAPE MAINTENANCE OF VARIOUS CITY PARKS, MEDIANS, COMMUNITY FACILITIES DISTRICTS, A WATERWAYS ASSESSMENT DISTRICT LANDSCAPE MAINTENANCE DISTRICTS AND OTHER CITY PROPERTY

THE PROJECTS AND PREQUALIFICATION

In the upcoming year, the City of Oxnard ("City") will be bidding various projects for the landscape maintenance of City parks, medians, community facilities districts, a waterways assessment district, landscape maintenance districts and other City property. The projects generally entail mowing, edging and trimming of landscape, soil aeration, dethatching, fertilization, weed and pest control, trash and debris removal and graffiti removal. Regular pruning and trimming of trees, shrubs, vines and groundcover as well as irrigation and property inspections may also be required on a regular basis. Individually, each of these projects is referred to in this Prequalification Questionnaire as a "Project," and collectively, the projects are referred to as the "Projects." This Prequalification Questionnaire applies to all of the Projects.

A Prequalification Questionnaire with supplemental materials turned in by a contractor is referred to as the "Prequalification Packet." The City will open "window periods" for Prequalification Packets to be submitted four (4) times in the upcoming year: **October 1-10, 2017**; January 1-10, 2018; April 1-10, 2018; and July 1-10, 2018. Each contractor may submit only one (1) Prequalification Packet per window period. If two or more business entities intend to submit a bid or bids as part of a joint venture, each entity comprising the joint venture must submit its own Prequalification Packet. Prequalification approval will remain valid for one (1) calendar year from the date of Notice of Prequalification.

CONTACT INFORMATION

Firm Name: ______________________ [1]
(as it appears on license)

Fictitious Name, if any: ______________________ [2]

Check One:
☐ Corporation/S-Corp
☐ LLC
☐ Partnership
☐ Solo Practitioner

Contact Person No. 1: ______________________

Title: ______________________ Phone: ______________________

Address: ______________________

Email: ______________________ Fax: ______________________

Contact Person No. 2: ______________________

Title: ______________________ Phone: ______________________

Address: ______________________

Email: ______________________ Fax: ______________________

[1] This firm will be referred to as "Contractor" throughout this Prequalification Questionnaire.
[2] If Contractor is doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement with your submitted Prequalification Packet.

If Contractor is a solo practitioner or partnership, owner(s) of Contractor:

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 3 is "no."

1. Does Contractor possess a valid and current California Contractor's C-27 license?
☐ Yes ☐ No

2. Does Contractor have current workers' compensation insurance policy as required by the Labor Code, or is Contractor legally self-insured pursuant to Labor Code section 3700 *et. seq?*
☐ Yes ☐ No ☐ Contractor is exempt from this requirement, because it has no employees

3. Has Contractor attached its latest copy of a <u>reviewed</u> and <u>audited</u> financial statement with accompanying notes and supplemental information?
☐ Yes ☐ No
NOTE: A financial statement that is neither reviewed nor audited is unacceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and it is not a substitute for the required financial statement.

Contractor will be immediately disqualified if the answer to any of questions 4 through 7 is "yes."

4. Has Contractor's license been revoked at any time in the last five (5) years?
☐ Yes ☐ No

5. Has a surety firm completed a contract on Contractor's behalf or paid for completion because Contractor was in default on any project within the last five (5) years?
☐ Yes ☐ No

6. At any time during the last five (5) years, has Contractor or any of its officers, owners, managers, members, general partners or limited partners been convicted of a crime involving the awarding of a contract of a government maintenance, construction and/or repair project or the bidding or performance of a government contract?
☐ Yes ☐ No

7. At the time of submitting a Prequalification Packet, is Contractor ineligible to bid on or be awarded a maintenance contract, or perform as a subcontractor on a maintenance contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
☐ Yes ☐ No
If the answer is "yes," state the dates of the period of debarment:

Beginning date: ______________________ End date: _______________

PART II. ORGANIZATION, HISTORY, PERFORMANCE & COMPLIANCE WITH LAWS

A. Current Organization and Structure of the Business

8. If Contractor is:
   - A corporation or s-corp, what was the date of incorporation?
   - An LLC or partnership, what was the date of formation?
   - A solo practitioner, what was the date of commencement of business? ______

9. If Contractor is:
   - A corporation or s-corp, it was incorporated under the laws of what state?
   - An LLC or partnership, it was formed under the laws of what state?
   (If Contractor is a solo practitioner, write "N/A.") ____________

10. Provide all the following information for each person who is an officer (president, vice president, secretary, treasurer, etc.), manager, member, general partner, limited partner or owner of at least ten percent (10%) of the Contractor or, if a corporation or s-corporation, at least ten percent (10%) of the Contractor's stock. If you need more rows, continue on a separate signed page.

Name	Position	Years with Company	Percentage Ownership

* List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid. If any principal is doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement with your submitted Prequalification Packet.

11. Identify every maintenance, construction and/or repair firm that any person listed in 12 has been associated with—as officer, owner, manager, member, general partner, limited partner, or other owner of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock—any time during the last five (5) years. If you need more rows, continue on a separate signed page.

Name	Maintenance, Construction and/or Repair Company	Dates of Participation with Company

12. a. If Contractor is a solo practitioner, what is his or her social security number or INS-issued alternative identification number?

____

b. List all of Contractor's current and prior D.B.A.'s, aliases and fictitious business names.

____

____

____

B. History of the Contractor and Organizational Performance

13. Has there been any change in ownership of the Contractor at any time during the last three (3) years?
NOTE: A corporation or s-corporation whose shares are publicly traded is not required to answer this question with a "yes" or "no," so select the third option.
☐ Yes ☐ No ☐ The corporation or s-corp's shares are publicly traded.
If "yes," explain on a separate signed page.

14. Is the Contractor a subsidiary, parent, holding company or affiliate of another firm?
NOTE: Include information about other firms if one firm owns thirty percent (30%) or more of another or if an officer, manager, member, general partner, limited partner, or other owner owns at least ten percent (10%) of the firm (or of its stock if the firm is a corporation or s-corporation).
☐ Yes ☐ No
If "yes," explain on a separate signed page.

15. What were Contractor's gross revenues for each of the last three (3) years (under the present business name and license number)?

2016: ____________ 2015: ____________ 2014: ____________

16. Is Contractor currently the debtor in a bankruptcy case, or was the Contractor in bankruptcy at any time during the last five (5) years?
☐ Yes ☐ No
If "yes," please attach a copy of the bankruptcy petition showing the case number and the date on which the petition was filed. If the case ended, also attach a copy of the bankruptcy court's discharge order or any other document that ended the case if no discharge order was issued.

Licenses

17. List all California construction license numbers, classifications and expiration dates held by Contractor:

____

____

18. If one or more of Contractor's license(s) are held in the name of a corporation, s-corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet the experience and examination requirements for each license.

____

____

19. Has Contractor changed names or license numbers in the past five (5) years?
☐ Yes ☐ No
If "yes," explain on a separate signed page, including the reason for the change.

20. Has any officer, manager, member, general partner, limited partner, or other owner of at least ten percent (10%) of the Contractor (or of its stock if the Contractor is a corporation or s-corporation) operated a maintenance, construction and/or repair firm under any other name in the last five (5) years?
☐ Yes ☐ No
If "yes," explain on a separate signed page, including the reason for the change and/or what happened to that other company.

21. Has any CSLB license held by the Contractor, its Responsible Managing Employee (RME) or its Responsible Managing Officer (RMO) been suspended within the last five (5) years?
☐ Yes ☐ No
If "yes," please explain on a separate signed sheet.

Disputes

22. In the last five (5) years, has Contractor been assessed and paid liquidated damages after completion of a project under a maintenance, construction and/or repair contract with either a public or private owner?
☐ Yes ☐ No
If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date the project began, the date the project should have been completed, the actual completion date, the amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

23. In the last five (5) years, has Contractor or any firm with which any of Contractor's officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of Contractor (or of its stock if Contractor is a corporation or s-corporation) were associated been debarred, disqualified, removed or otherwise

prevented from bidding on or competing for any maintenance, construction and/or repair project for any reason?

NOTE: "Associated with" in this context refers to another maintenance, construction and/or repair firm in which Contractor's officer, manager, member, general partner, limited partner, or other owner of at least ten percent (10%) of the business (or of its stock if the business is a corporation or s-corporation) held a similar position and which is listed in response to question 12 or 13 on this form.

☐ Yes ☐ No

If "yes," explain on a separate signed page. State whether the firm involved was the Contractor applying for this prequalification or another firm. Identify by name the firm, the name of the person within Contractor who was associated with that firm, the year of the event, the owner of the project, a short summary of the project and the basis for the action.

24. In the last five (5) years, has Contractor or any firm with which any of Contractor's officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of Contractor (or of its stock if Contractor is a corporation or s-corporation) ever had a contract terminated by an owner for any reason?

☐ Yes ☐ No

If yes, explain on a separate signed page, identifying all such projects by owner and for each the owner's address, the date of completion of the project, and a full explanation of why the contract was terminated.

25. In the last five (5) years, has Contractor been denied an award of a maintenance, construction and/or repair contract based on a finding by a public agency that Contractor was not a responsible bidder?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

26. In the last five (5) years, has Contractor been denied the ability to bid on any or all maintenance, construction and/or repair contracts for a particular time period, a specific maintenance contract, a specific construction contract and/or a specific repair contract based on a public agency determining that Contractor was not prequalified?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the determination by the public agency.

27. In the past five (5) years, has any project owner filed any claim regarding a dispute of $50,000 or more against Contractor concerning its work on a maintenance, construction and/or repair project in court or arbitration?

☐ Yes ☐ No

If "yes," on a separate signed page identify the claim(s) by providing the project name, date of the claim, name of the claimant, claimant's contact information (phone number, address and email), a brief description of the nature of the claim and any defenses, the court or tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

28. In the past five (5) years, has Contractor filed any claim regarding a dispute of $50,000 or more against a project owner concerning work on a project or payment for a contract

in court or arbitration?
☐ Yes ☐ No
If "yes," on a separate signed page identify the claim(s) by providing the project name, date of the claim, name of the claimant, claimant's contact information (phone number, address and email), a brief description of the nature of the claim and any defenses, the court or tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

29. In the past five (5) years, has any subcontractor filed any claim regarding a dispute of $50,000 or more against Contractor concerning a maintenance project in court or arbitration?
☐ Yes ☐ No
If "yes," on a separate signed page identify the claim(s) by providing the project name, date of the claim, name of the claimant, claimant's contact information (phone number, address and email), a brief description of the nature of the claim and any defenses, the court or tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

31. In the last five (5) years, has any insurance carrier for any form of insurance refused to renew the insurance policy for Contractor?
☐ Yes ☐ No
If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance, the year of the refusal, and the insurance company's explanation if one was provided as to the rationale behind its decision.

Criminal Matters and Related Civil Suits

32. Has Contractor or any of its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business (or of its stock if Contractor is a corporation or s-corporation) ever been found liable in a civil suit or guilty in a criminal action for making any false claim or material misrepresentation to any client?
☐ Yes ☐ No
If "yes," explain on a separate signed page, including identifying who was involved, the name of the client, the date of the investigation and the grounds for the finding. Provide documentation of the same.

33. Has Contractor or any of its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business (or of its stock if Contractor is a corporation or s-corporation) ever been convicted of a crime involving any federal, state, or local law related to maintenance, construction and/or repair?
☐ Yes ☐ No
If "yes," explain on a separate signed page, including identifying who was involved, the name of the client, the date of the conviction and the grounds for the conviction. Provide documentation of the same.

34. Has Contractor or any of its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business (or of its stock if Contractor is a corporation or s-corporation) ever been convicted of a federal or state

crime of fraud, theft, or any other act of dishonesty?
☐ Yes ☐ No
If "yes," identify on a separate signed page the person or persons convicted, the court (including the county if a state court or the district or location of a federal court), the year and the criminal conduct. Provide documentation of the same.

Bonding

35. If Contractor was required to pay a premium of more than one percent (1%) for a performance or a payment bond on any project(s) on which Contractor worked at any time during the last three (3) years, state the percentage that Contractor was required to pay. You may provide an explanation explain on a separate signed page for a percentage rate higher than one percent (1%) if you wish to do so.

____________ %

If the answer to the prior question was over one percent (1%), answer the next question. If not, write "N/A."

36. List all other sureties (name and full address) that have written bonds for Contractor during the last five (5) years, including the dates during which each wrote the bonds. If there are more than three (3) sureties, list the remaining ones on a separate signed page.

Bonding company/surety 1: ______________________ Dates: ______________

Surety agent: ______________________ Phone: ______________

Address: ______________________________________

Email: ______________________________________

Bonding company/surety 2: ______________________ Dates: ______________

Surety agent: ______________________ Phone: ______________

Address: ______________________________________

Email: ______________________________________

Bonding company/surety 3: ______________________ Dates: ______________

Surety agent: ______________________ Phone: ______________

Address: ______________________________________

Email: ______________________________________

37. During the last five (5) years, has Contractor ever been denied bond coverage by a surety company or has there ever been a period of time when Contractor had no surety bond in place during a maintenance, construction and/or repair project when such a bond was required?

☐ Yes ☐ No

If yes, provide details on a separate signed page indicating the date when Contractor was denied coverage, the name of the company or companies that denied coverage, and the period during which Contractor had no surety bond in place.

PART III. COMPLIANCE WITH OCCUPATIONAL SAFETY & HEALTH LAWS AND OTHER LABOR LEGISLATION

38. What is Contractor's DIR registration number? (If you are not yet registered, please write

"not yet registered.") ____________________________________

39. Has CAL OSHA or federal OSHA cited and assessed penalties against Contractor for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

NOTE: If Contractor has filed an appeal of a citation, and the OSHA Appeals Board has not yet ruled on its appeal, or if there is a court appeal pending, you need not include information about it.

☐ Yes ☐ No

If "yes," attached a separate signed page describing each such citation, including information about the date of the citation, the nature of the violation, the project on which the citation was issued, and the amount of penalty paid, if any. If the citation was appealed to the OSHA Board and a decision has been issued, state the decision, the case number and the date of the decision.

40. In the past five (5) years, has the EPA, any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either Contractor or a project owner in which Contractor was the contractor or a subcontractor?

NOTE: If Contractor has filed an appeal of a citation and the Appeals Board has not yet ruled on that appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

41. Within the last five (5) years, has there ever been a period when Contractor had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "no," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five (5) years. (If Contractor has been in the maintenance, construction and/or repair business for less than five (5) years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that Contractor has been in business.)

42. Has there been more than one occasion during the last five (5) years in which Contractor was required to pay either back wages or penalties for Contractor's failure to comply with prevailing wage laws?
NOTE: This question refers only to Contractor's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.
☐ Yes ☐ No
If "yes," attach a separate signed page, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that Contractor was required to pay.

43. In the past five (5) years, have any workers, unions or the Labor Commissioner filed a claim regarding a dispute of $50,000 or more against Contractor or issue any written requests for a late payment of $50,000 or more to Contractor concerning its work on a maintenance, construction and/or repair project in court or arbitration?
☐ Yes ☐ No
If "yes," attach a separate signed page identify the claim(s) by providing the project name, date of the claim, name of the claimant, claimant's contact information (phone number, address and email), a brief description of the nature of the claim and any defenses, the court or tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

PART IV. RECENT LANDSCAPE MAINTENANCE PROJECTS

On a separate signed page, Contractor must list the last six (6) projects it has worked on or is currently working on, as many as possible for work at the City of Oxnard, along with the name of the relevant project manager(s).

Names and references must be current and verifiable. Use separate signed pages that contain all of the following information:

1. Project name
2. Location
3. Owner entity
4. Owner's contact information: name, current phone number and current email
5. Scope of work
6. Original contract amount
7. Final amount paid
8. What was the schedule for services (e.g., mowing once every other week)

You may, but are not obligated to, explain why a final contract amount differed from the original amount (e.g., change orders, extra work, other circumstances), the substance and outcome of any claims you or the Owner filed against each other, or any other relevant information.

PART V. CERTIFICATION

I, the undersigned, certify and declare that I have read all the answers and supplemental materials in this Prequalification Packet, and I know its contents. I certify under penalty of perjury that I have provided complete and truthful information to the City regarding all information requested in this Prequalification Questionnaire. I understand that any misrepresentations or material omissions within this Prequalification Packet will be grounds for not prequalifying the Contractor, withdrawing any prior prequalification, or not awarding a contract to Contractor. Additionally, any misrepresentations or material omissions within this Prequalification Packet are considered breaches of the Project's contract (should the Contractor be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

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

I am executing this Prequalification Packet on behalf of Contractor. I warrant and represent that: 1) I am listed in the Contractors State License Board's records for Contractor; 2) I have the authority to execute this Prequalification Questionnaire on behalf of Contractor; 3) I have the authority to bind Contractor to the answers provided in this Prequalification Questionnaire; and 4) if any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

(Please sign in ink.)

Date: ____________ ________________________________

Contractor's Name

____

Name and Title

____

Name and Title

The City requires the following: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners. If your entity has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind Contractor.

CONTRACT DOCUMENTS

CITY OF
OXNARD
CALIFORNIA

FOR

LANDSCAPE MAINTENANCE OF WESTPORT COMMUNITY FACILITIES DISTRICT

Due Thursday, November 2, 2017 at 2:00 p.m.

INSTRUCTIONS TO BIDDERS

1. **PREQUALIFICATION.** The City will only accept Bids from prequalified Bidders. Any Bid received from a Bidder who has not been prequalified for the Project will be returned unopened. Prequalification Questionnaires are available at Patricia Garcia's office, which is located at Oxnard City Hall, 300 West Third Street, Second Floor, Oxnard, CA 93030.

2. **FORM OF BID.** Each Bid shall be made by email or on a hard copy of the Bid form found at the end of these Contract Documents. Bidders shall include all Bid forms and type or fill in using blue or black ink all blank spaces, including inserting "N/A" (for "not applicable") where necessary. Any additions, deletions, conditions, limitations or provisos by the Bidder may render the Bid irregular and may cause rejection. All changes must be crossed out and initialed (erasures, correction fluid and correction tape are unacceptable). Modifications submitted separately from the Bid form will not be accepted. Each Bid must be submitted in one of the following two ways:

   a. In a sealed envelope addressed or delivered to Oxnard City Hall, 300 West Third Street, Second Floor, Oxnard, CA 93030, attention: Patricia Garcia. The envelope must show the Bidder's name and "Westport CFD Maintenance Bid" clearly printed.

   b. In an email addressed to Patricia Garcia at Patricia.Garcia@oxnard.org with a subject line of "Westport CFD Maintenance Bid" and the Bidder's name.

Do not return Plans or Specifications or enclose other documents in the Bid envelope or email them to the City. No other form of Bid shall be considered.

3. **DELIVERY OF BIDS.** Each Bid shall be emailed or mailed and shall be received by 2:00 p.m. on Thursday, November 2, 2017. The time of delivery shall be definitively determined by Patricia Garcia's computer or by the time the email arrives to Patricia Garcia's inbox. Bidders are solely responsible for ensuring that their Bids are received in proper time, and Bidders assume all risks arising out of their chosen means of delivery. Any Bid received after the deadline will be returned unopened.

4. **WITHDRAWAL OF BID.** A Bid may be withdrawn without consequences upon the Bidder's written request filed with the Jeri Cooper before the Bid submission deadline. After that deadline, a Bid must remain valid and shall not be subject to withdrawal for sixty (60) Calendar Days. If this period is about to expire, the City may propose an extension and will contact the three (3) lowest Bidders to determine if they agree.

5. **ADDENDA.** Bidders are responsible for ensuring that they have received all Addenda, if any. Bidders may contact the City to verify that they have received all Addenda issued.

6. **REQUESTS FOR CLARIFICATION OR CORRECTION.** Upon discovering an error, omission, ambiguity or conflict in the Contract Documents, a Bidder may mail, email or personally deliver a written request for clarification or correction to Jeri Cooper at least five (5) Calendar Days before Bid opening referencing "Westport CFD Maintenance Bid." Any clarification or correction will be made only by a written Addendum and to everyone who obtained a Bid packet directly from Jeri Cooper or Patricia Garcia. No oral clarification or correction shall be binding. Ms. Garcia can be reached at Patricia.Garcia@oxnard.org or at Oxnard City Hall, 300 West Third Street, Second Floor, Oxnard, CA 93030.

7. **DISCREPANCIES IN BIDS.** In case of any discrepancy between words and figures in a submitted Bid, words shall prevail. In case of any discrepancy between an amount listed for the monthly level of service or for a one-time service and the total for that district, the amount listed for the monthly level of service or for a one-time service shall prevail; but, if that amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total column, then the amount set forth in the total column for the item shall prevail.

8. **DISQUALIFICATION OF BIDDERS.** No Person shall be allowed to be interested in more than one Bid. Anyone who has submitted a Bid or has quoted prices of materials to a Bidder is not disqualified from submitting a Bid or quoting prices to other Bidders or from making a prime Bid. If there is any reason to believe that collusion exists among the Bidders, all affected Bids will be rejected.

9. **AWARD OF CONTRACT.** The City reserves the right to reject any or all Bids or to waive any irregularities or informalities in any Bid or in the bidding process. Contract awards, if made, will be to the Bidders that submitted the lowest Bids, which will be determined on the basis of the monthly service levels only for the district. If contracts may also be awarded to the second lowest Bidders such that they may serve as back-up to the lowest Bidders in their absence, delay or termination.

10. **BID PROTESTS.** Any protest of the award to the Bidder deemed to have the lowest or second lowest Bid, which will be determined on the basis of the monthly service levels only for each district shall only be valid and considered if that Bid protest meets the following conditions:

a. The party filing a Bid protest must have actually submitted a timely Bid.

b. The Bid protest must be submitted by email to Patricia Garcia's attention, copying on that same email the protested Bidder and any other Bidder identified in the Bid protest. The City must receive the Bid protest response at City Hall no later than 5:00 p.m. of the third Calendar Day following the date of the Bid opening.

c. The Bid protest must contain: the name of the protesting Bidder and the name, address, phone number and email address of the person representing the protesting Bidder; all factual and legal grounds for the protest, including a precise statement of all relevant facts and references to the specific portion or portions of the document or specific statute that form the basis for the protest; and any written materials that the protesting Bidder wishes to have considered in determining the protest. Bid protests must be complete at the time of submission; the protest may not be supplemented after submission.

d. Any Bidder that receives a copy of a Bid protest may submit by email its response to Ms. Garcia's attention. That Bidder must copy on that same email the protesting Bidder and any other Bidder identified in the Bid protest. Ms. Garcia must receive the Bid protest response at City Hall no later than 5:00 p.m. of the third Calendar Day following the date the Bid protest delivery. Bid protest responses must be complete at the time of submission; the response may not be supplemented after submission.

e. Ms. Garcia shall review all timely protests before award of the Contract. Bidders must provide within 24 hours any information and/or documentation requested by Ms. Garcia as part of such investigation. Ms. Garcia shall prepare a written response to the Bid protest, which shall be provided to the protesting Bidder and to any other Bidders identified in the Bid protest.

f. The protesting or protested Bidder may dispute Ms. Garcia's response by emailing a request for reconsideration to Jeri Cooper's attention, copying on that same email the protesting Bidder, the protested Bidder and any other Bidders identified in the Bid protest. The City must receive the request at City Hall no later than 5:00 p.m. of the third Calendar Day following the date of the City's response letter. Upon receipt of such request, Ms. Cooper shall review the original protest, the request for reconsideration, and all information provided. Ms. Cooper shall prepare a written response to the Bid protest, which shall be provided to the protesting Bidder, the protested Bidder and any other Bidders identified in the Bid protest. Ms. Cooper's decision shall be final.

g. All documents submitted by Bidders pursuant to this Section shall be submitted by email. Any other form of submitting information or documentation will be rejected.

h. The procedures and time limits set forth in this Section are mandatory and are Bidders' sole and exclusive remedy in event of a Bid protest. The Bidder's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the Bid protest, including filing a California Government Code claim or initiating any other legal proceedings.

i. These Bid protest procedures shall not limit the City Council's ability to reject all bids.

11. **SIGNATURES.** The Bidder shall provide evidence satisfactory to the City, such as an authenticated resolution of its board of directors or a power of attorney, indicating the capacity of the person(s) signing for the Bidder. In executing any City document, the City requires the following: for a corporation or s-corporation, (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; or for a partnership or limited partnership, the signatures of all partners.

WAGES. Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor 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.

Mail or email all bids to:

City of Oxnard
Financial Resources Department, 2nd Floor
300 W. 3rd Street, Oxnard, CA 93030
Attn: Patricia Garcia
Westport CFD Maintenance Bid
E-mail: Patricia.Garcia@oxnard.org

GENERAL PROVISIONS

SECTION 0. GREENBOOK

0-1 INCORPORATION.

The 2015 edition of, and the 2016 Supplement to, the Standard Specifications for Public Works Construction (collectively the "Greenbook" or "SSPWC") other than Parts 2 through 7, are incorporated herein by this reference with the exception of those Sections listed within these General Provisions as not incorporated. Unless otherwise stated herein, the language of these General Provisions shall supplement the language in the Greenbook.

ANSI A300 Pruning Standard – American National Standard for Tree Care Operations – Tree, Shrub, and Other Woody Plant Management – Standard Practices (Pruning) ("ANSI A300 Pruning Standard") is incorporated herein by this reference.

0-2 NUMBERING OF GENERAL PROVISIONS.

The numbering in these General Provisions is compatible with the numbering in the Greenbook. Additional standard provisions are in Section 10.

SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-1 GENERAL [see Greenbook].

1-2 TERMS AND DEFINITIONS.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are in addition to the terms already listed in the Greenbook.

Calendar Days – See "Days" in Greenbook.

Community Facilities District (CFD) – a type of assessment district.

Contract Term – The time period of the Contract, as listed in Section 10-16 of these General Specifications.

Contract Unit – A single unit of an item of Work.

County – The County of Ventura, California.

Landscape Maintenance District (LMD) – a type of assessment district.

Project – See "Work" in Greenbook.

Project Manager – the project manager assigned by the City to a particular LMD, CFD or Waterways.

Submittal – Any drawing, calculation, specification, data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings or similar items required to be submitted to the City under the terms of the Contract.

Waterways – a type of assessment district.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are already listed in the Greenbook, and the definitions below amend the definitions in the Greenbook.

Agency – The City of Oxnard.

Board – The City Council of the City of Oxnard.

Change Order – There shall be no classic "change orders" in this Project in the way that this term is used on public works projects. Any reference to change orders shall actually refer to supplemental agreements, if there are any.

Contract Documents – As defined in Greenbook Section 1-2, but also including the General Provisions, insurance documentation and Contractor's City business license.

Working Day – Any day within the Contract Term that Contractor may work, while conforming to all applicable City ordinances.

1-3 ABBREVIATIONS.

1-3.1 General *[see Greenbook].*

1-3.2 Common Usage *[see Greenbook].*

1-3.3 Institutions.

The institutions listed in Greenbook Section 1-3.3 shall be supplemented by the list below:

Abbreviation	Word or Words
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
AGCC	Associated General Contractors of California
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric & Electronic Engineers
NEC	National Electric Code
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation

1-4 UNITS OF MEASURE [see Greenbook].

1-4.1 General *[see Greenbook].*

1-4.2 Units of Measure and Their Abbreviations *[see Greenbook]*.

1-5 SYMBOLS [see Greenbook].

SECTION 2. SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT [see Greenbook].

2-2 ASSIGNMENT.

Greenbook Section 2-2 is not incorporated and is replaced with the following:

"No Contract or portion thereof or Notice to Proceed or portion thereof may be assigned without consent of the City Council, except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the City Council to the extent permitted by law. Any assignment of money shall be subject to all proper withholdings in favor of the City and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the City for completion of the Work, should the Contractor be in default.

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) the assignee supplying all of the required insurance in the amounts required in the Contract Documents; (2) a copy of the assignee's City business license; and (3) the license number(s) of the license(s) issued by the California Contractors State License Board, which license(s) is/are required for this Work. Until the assignee supplies all required documentation, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract."

2-3 SUBCONTRACTORS [see Greenbook].

2-3.1 General.

Greenbook Section 2-3.1 is not incorporated.

2-3.2 Self Performance

The first sentence of Greenbook Section 2-3.2 shall be completely replaced with the following:

"The Contractor shall perform, with its own organization, Contract Work amounting to one hundred percent (100%) of the Contract Price. No subcontractors may be used in this Work."

2-3.3 Status of Subcontractors.

Greenbook Section 2-3.3 is not incorporated.

2-4 CONTRACT BONDS.

Greenbook Section 2-4 is not incorporated and is replaced with the following:

"No Bonds are required."

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General *[see Greenbook].*

2-5.2 Precedence of the Contract Documents.

Greenbook Section 2-5.2 is not incorporated and is replaced with the following:

"The order of precedence of the documents shall be as follows (with number 1 governing over number 2, etc.):

1. Permits issued by regulatory agencies with jurisdiction.
2. Supplemental Agreements.
3. Contract.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/ Proposal.
8. General Provisions.
9. Special Provisions.
10. Plans.
11. City Standard Plans.
12. ANSI A300 Pruning Standard.
13. SSP.
14. Greenbook.
15. Reference Specifications.

2-5.3 Submittals *[see Greenbook].*

2-5.3.1 General [see Greenbook].

2-5.3.2 Working Drawings [see Greenbook].

2-5.3.3 Shop Drawings [see Greenbook].

2-5.3.4 Supporting Information [see Greenbook].

2-5.3.5 Installation Instructions [see Greenbook].

2-5.3.6 Manufacturer's Operation, Maintenance, and Warranty Instructions [see Greenbook].

2-6 WORK TO BE DONE.

Greenbook Section 2-6 is not incorporated and is completely replaced with the following:

"Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work in accordance with the Contract Documents."

2-7 SUBSURFACE DATA.

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

2-8 RIGHT-OF-WAY [see Greenbook].

2-9 SURVEYING.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

2-9.1 Permanent Survey Markers.

Greenbook Section 2-9.1 is not incorporated and is completely replaced with the following:

"Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that 'control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control' until they have been tied out by a registered land surveyor or registered civil engineer authorized to practice land surveying within the State of California.

The Contractor must preserve and perpetuate existing monuments that control subdivisions, tracts, boundaries, Streets, other rights-of-way, and easements, and those existing monuments that provide survey control, which will be disturbed or removed due to Contractor's Work. Contractor shall provide a minimum of ten (10) Working Days' notice to the Project Manager and either the City Engineer or the Surveyor before disturbance or removal of existing monuments. The City Engineer or the Surveyor shall reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Business and Professions Code Section 8771."

2-9.2 Survey Service.

Greenbook Section 2-9.2 is not incorporated.

2-9.3 Private Engineers *[see Greenbook].*

2-9.4 Line and Grade *[see Greenbook].*

2-10 AUTHORITY OF THE CITY COUNCIL AND THE PROJECT MANAGER [AMENDED FROM CITY ENGINEER].

The Project Manager shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and Work performed as to the manner of performance and rate of progress of the Work, and any and all questions which may arise as to the interpretation of the Plans and Specifications. The Project Manager shall likewise decide any and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to claims and compensations.

The Contractor may appeal any such decision made by the Project Manager by emailing the Special Districts Administrator/ Division Manager, copying on that same email the Project Manager, requesting reconsideration of the Project Manager's decision. The appeal must contain: a clear explanation of the decision and how it impacts the Work; a clear explanation of the Contractor's concern regarding this decision; and all relevant facts and references related to this appeal. The appeal must be complete at the time of submission; the appeal may not be supplemented after submission. The Special Districts Administrator/ Division Manager must receive the appeal no later than 5:00 p.m. of the second Calendar Day following the date of the Project Manager's latest notice to the Contractor regarding the decision that Contractor wishes to appeal. The Special Districts Administrator/ Division Manager or his or her representative shall review the email and all other information provided by the Contractor. The Special Districts Administrator/ Division Manager or his or her representative shall email the Contractor the Special Districts Administrator/ Division Manager's decision, which shall be final. The procedures and time limits set forth in this Section are mandatory and are the Contractor's sole and exclusive remedy in event of a decision by the Project Manager with which the Contractor disagrees. The Contractor's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the disagreement regarding the Project Manager's decision, including filing a California Government Code claim or initiating any other legal proceedings.

For the purposes of routine and normal Supervision and coordination of Work, the Project Manager is the City's authorized representative for all Work within the scope of this Contract.

2-11 INSPECTION.

Greenbook Section 2-11 is not incorporated and is replaced with the following:

2-11.1 Weekly Inspections *[additional to the Greenbook].*

Contractor must inspect the entire property weekly and perform all tasks required and referred to in these Specifications.

2-11.2 Monthly Landscape Maintenance Inspections *[additional to the Greenbook].*

City will perform a bi-monthly site inspection with the Contractor. At that time, the City will compile a list utilizing Cappsure, the City's Maintenance Service Report System. These reports will detail landscape-related items that should be performed before the next site inspection. City will schedule the monthly inspections. Contractor must notify Project Manager or his or her representative no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor.

SECTION 3. CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR – 3-4 CHANGED CONDITIONS.

Greenbook Sections 3-1 through 3-4 are not incorporated.

3-5 DISPUTED WORK [see Greenbook].

SECTION 4. CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP [see Greenbook].

4-1.1 General *[see Greenbook].*

4-1.2 Protection of Work and Materials.

The Contractor shall continuously maintain adequate protection of all Contractor's Work from damage. The City will not be held responsible for the care or protection of any material, equipment or parts of Work, except as stated in the Special Provisions.

4-1.3 Inspection Requirements -- 4-1.8 Calibration of Testing Equipment.

Greenbook Sections 4-1.3 through 4-1.8 are not incorporated.

SECTION 5 UTILITIES

5-1 LOCATION.

5-1.1 General *[see Greenbook].*

5-1.2 Payment *[see Greenbook].*

5-1.3 Entry by Utility Owners *[additional to the Greenbook].*

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and the Project Manager determines that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

5-2 PROTECTION.

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or to the City.

5-3 REMOVAL.

Greenbook Section 5-3 shall not be incorporated and shall be replaced as follows:

"Contractor shall immediately notify the Project Manager in writing of any facilities not identified in the Plans and Specifications that Contractor finds during the prosecution of the Work. After obtaining that written notice, Project Manager will instruct the Contractor as to what should be done with such facilities. Contractor shall not stop Work while waiting for the Project Manager's response; instead, Contractor shall move a reasonable distance from the obstruction to continue Work until Contractor obtains further instruction from the Project Manager. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings."

5-4 RELOCATION.

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

5-5 DELAYS [see Greenbook].

5-6 COOPERATION.

Work may be conducted at or adjacent to the Work site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

SECTION 6. PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 BASELINE CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

Greenbook Section 6-1 is not incorporated.

6-1.1 Baseline Construction Schedule.

Greenbook Section 6-1.1 is not incorporated.

6-1.2 Commencement of the Work.

Greenbook Section 6-1.2 is not incorporated.

6-2 PROSECUTION OF THE WORK.

Greenbook Section 6-2 is not incorporated and is replaced with the following:

"To minimize public inconvenience and possible hazard and to restore work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If the Project Manager determines that the Contractor is failing to prosecute the Work to the proper extent, the Project Manager may take any or all of the following three (3) steps:

1. Deduct from Contractor's next payment a citation amount in accordance with an Assessment District Maintenance Citation Form that is the same or similar to the one on the next page.

2. If the Work is four (4) or more Calendar days late, deduct an amount of $250 for that week as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess these liquidated damages in accordance with Greenbook Section 6-9 and the relating Section in these General Provisions.

3. Send the City's own forces or another contractor to complete the incomplete Work.

These options are available in addition to all other options in the Greenbook or as otherwise legally available."

CITY OF OXNARD CALIFORNIA

COMMUNITY FACILITIES DISTRICT MAINTENANCE CITATION FORM

District Name: **Deficiency Date(s):**

Maintenance Item	Deficiency	1st Occurrence Warning Only	2nd Occurrence	3rd Occurrence	4th Occurrence
Turf					
Mowing, Edging & Trimming			$50.00	$75.00	$100.00
Aeration			$25.00	$50.00	$75.00
Dethatching			$100.00	$150.00	$200.00
Overseeding			$25.00	$50.00	$75.00
Removal of grass clippings and debris			$25.00	$50.00	$75.00
Fertilization					
Turf			$25.00	$50.00	$75.00
Shrubs, Groundcover, Vines			$25.00	$50.00	$75.00
Trash and Debris Removal			$25.00	$50.00	$75.00
Weed Control			$50.00	$75.00	$100.00
Pest Control			$50.00	$75.00	$100.00
Pruning and Trimming					
Shrubs, Groundcover, Vines			$75.00	$100.00	$150.00
Trees			$75.00	$100.00	$150.00
Removal of plant clippings and debris			$25.00	$50.00	$75.00
Graffiti			$25.00	$50.00	$75.00
Irrigation			$50.00	$75.00	$100.00

Comments: ______________________________

____

City of Oxnard ______________________ Date ____________

6-3 SUSPENSION OF THE WORK [see Greenbook].

6-3.1 General ***[see Greenbook].***

6-3.2 Archeological and Paleontological Discoveries ***[see Greenbook].***

6-4 TERMINATION OF THE CONTRACT FOR DEFAULT.

Greenbook Section 6-4 is not incorporated.

6-4.1 General.

Greenbook Section 6-4.1 is not incorporated.

6-4.2 Notice to Cure.

Greenbook Section 6-4.2 is not incorporated.

6-4.3 Notice of Termination for Default.

Greenbook Section 6-4.3 is not incorporated.

6-4.4 Responsibilities of the Surety.

Greenbook Section 6-4.4 is not incorporated.

6-4.5 Payment.

Greenbook Section 6-4.5 is not incorporated.

6-5 TERMINATION OF THE CONTRACT FOR CONVENIENCE.

Greenbook Section 6-5 is not incorporated.

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.1 General.

Greenbook Section 6-6.1 shall not be incorporated and shall be replaced as follows:

"If delays are caused by unforeseen events beyond the control of the Contractor and these events are approved by the Project Manager, such delays may entitle the Contractor to an extension of the Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays. In any case, no extension of time will be granted for a delay caused by shortage of materials unless the Contractor furnishes to the Project Manager documentary proof that the Contractor has diligently made reasonable and timely efforts to obtain such materials from all known sources."

6-6.2 Extensions of Time.

Greenbook Section 6-6.2 is not incorporated.

6-6.3 Payment for Delays.

Greenbook Section 6-6.3 is not incorporated and is replaced as follows:

"Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

No payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to an extension of time for completion of Work by the amount of delay caused by the City and equitable adjustment, as determined by the Project Manager, to the Contractor."

6-6.4 Written Notice and Report.

Greenbook Section 6-6.4 is not incorporated and is replaced as follows:

"If the Contractor desires payment for a delay or extension of time because these were caused by the City, Contractor shall file with the Project Manager a written request and report of cause within fifteen (15) Calendar Days after the beginning of the delay. Failure by Contractor to timely file a written request and report of cause will be considered grounds for refusal by the City to consider such request."

6-7 TIME OF COMPLETION [see Greenbook].

6-7.1 General *[see Greenbook].*

6-7.2 Not Used *[see Greenbook].*

6-7.3 Contract Time Accounting *[see Greenbook].*

Greenbook Section 6-7.3 is not incorporated.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.

Greenbook Section 6-8 is not incorporated.

6-8.1 Completion.

Greenbook Section 6-8.1 is not incorporated.

6-8.2 Acceptance.

Greenbook Section 6-8.2 is not incorporated.

6-8.3 Warranty.

Greenbook Section 6-8.3 is not incorporated and is replaced as follows:

"Contractor shall warrant the Work against defective materials and workmanship throughout the Contract Term. The Project Manager may notify the Contractor of defective materials and workmanship, and the Contractor shall replace or repair such materials and workmanship in a manner satisfactory to the Project Manager within the time specified in the Project Manager's notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the Work with its own forces or may bring another contractor to perform the replacement or repairs at the Contractor's expense by deducting these amounts from future payments to the Contractor.

Contractor shall replace, at Contractor's expense, all plant material which, in the opinion of the Project Manager, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. Contractor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one (1) year from date of installation. The Contractor shall warranty all replacement shrubs and groundcover for a period of 120 days from date of installation. All Work shall be timely performed."

6-9 LIQUIDATED DAMAGES.

Greenbook Section 6-9 is not incorporated and is replaced as follows:

"Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. If the Work is four (4) or more Calendar Days late, as adjusted in accordance with 6-6, the Contractor shall pay to the City, or have withheld from monies due to the Contractor, the sum of $250.

Execution of the Contract shall constitute agreement by the City and Contractor that $250 per week is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty. Such sum may be deducted from payments due the Contractor if such delay occurs."

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION [see Greenbook].

6-11 TERMINATION OF CONTRACT [additional to the Greenbook].

City may terminate this Agreement at any time, with or without cause and without penalty, with written notice. Such termination shall be effective immediately. In the event of termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor compensation for all Work satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Contractor receive an amount exceeding that which would have been paid to Contractor for the full performance of the Work. If City pays for any materials, City shall be entitled to the title and possession of such materials.

SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES [see Greenbook].

7-1.1 General *[see Greenbook].*

7-1.2 Temporary Utility Services *[see Greenbook].*

7-1.3 Crushing and Screening Operations *[see Greenbook].*

7-2 LABOR.

Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor 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.

7-2.1 General *[see Greenbook].*

Greenbook Section 7-2.1 is not incorporated and is replaced by the following:

"There shall be no smoking or vaping while at the job sites. Rudeness or discourteous acts by Contractor's employees towards residents, City staff, and so forth will not be tolerated. No Contractor solicitation of any kind is permitted on property."

7-2.1.1 Personnel Clothing [additional to the Greenbook].

All of Contractor's workers shall perform all Work on the premises in clothing that is reasonably clean, neat and not ripped. Worn and tattered clothing shall be promptly replaced.

7-2.1.2 Sleeping [additional to the Greenbook].

During working hours, including during breaks, Contractor's workers shall not sleep at or within two blocks of each job site, even if in a vehicle.

7-2.2 Prevailing Wages.

Greenbook Section 7-2.2 is not incorporated.

7-2.2.1 Public Work [additional to the Greenbook].

The Contractor acknowledges that this Work is a "public work" as defined in Labor Code Section 1720 *et seq*., and that this Work is subject to Labor Code Section 1720 *et seq*., including without limitation Labor Code Section 1771, and to the rules and regulations established by the Director of the Department of Industrial Relations ("DIR") implementing such statutes, including but not limited to Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR"). The Contractor shall comply with and be bound by all the terms, rules and regulations described in Labor Code Section 1720 *et seq*. and to the rules and regulations established by the Director of the DIR as though set forth in full herein. The Contractor is responsible for ascertaining and complying with all current prevailing wage rates for crafts and any rate changes that occur during the life of the Project.

7-2.2.2 Copies of Wage Rates [additional to the Greenbook].

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 Project are on file with the Special Districts Administrator/ Division Manager at City Hall and will be made available to any interested party on request. Additionally, current wage rate information can be found at the DIR's website at www.dir.ca.gov/. The Contractor shall post such rates at each job site covered by these Contract Documents.

7-2.2.3 Job Site Notices [additional to the Greenbook].

The Contractor is required to post job site notices, as prescribed by regulation.

7-2.2.4 Failure to Pay Prevailing Rates [additional to the Greenbook].

The Contractor 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. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars ($200) for each Calendar Day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor.

7-2.2.5 Apprentices [additional to the Greenbook].

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and CCR Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations, including notifying approved apprenticeship programs of contract award, employing apprentices, and paying training fund contributions. Before commencing Work, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Calendar Days after concluding Work, Contractor shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

7-2.2.6 Debarment or Suspension [additional to the Greenbook].

The Contractor shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or 1777.7. If the Contractor becomes debarred or suspended throughout the duration of the Project, the Contractor shall immediately notify the City.

7-2.3 Payroll Records.

Greenbook Section 7-2.3 is not incorporated and is replaced with the following:

"The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars ($100) for each Calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Additionally, the Contractor shall furnish certified payroll records directly to the Labor Commissioner in accordance with Chapter 8, Subchapter 4.5, Section 16461 of the CCR."

7-2.4 Hours of Labor.

Greenbook Section 7-2.4 is not incorporated and is replaced with the following:

"The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Project by the Contractor for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any one (1) Calendar Day and forty (40) hours in any one (1) 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 employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay."

7-2.5 Registration with the DIR *[additional to the Greenbook]*.

A Contractor shall not be qualified to bid on, be listed in a Bid proposal (subject to the requirements of Public Contract Code Section 4104), or engage in the performance of any contract for public work, as defined in Labor Code Section 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered contractor may submit a Bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded.

7-2.6 Compliance Monitoring *[additional to the Greenbook]*.

This Project is subject to compliance monitoring and enforcement by the DIR.

7-2.7 Prevailing Wage Indemnity *[additional to the Greenbook]*.

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, 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 in this Section 7-2 of the General Provisions by anyone (including the Contractor and its officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses.

7-2.8 Survival *[additional to the Greenbook].*

All duties of the Contractor under this Section 7-2 shall survive expiration or termination of the Contract.

7-2.9 Living Wage Policy *[additional to the Greenbook].*

The Living Wage Policy of the City of Oxnard was adopted by the City Council on July 9, 2002, to be effective October 1, 2002. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

- Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;
- 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;
- 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
- 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.

These hourly rates will be adjusted July 1, 2017, and each July 1 thereafter, according to the percentage change in the Consumer Price Index 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.

Contractor shall compensate any employee who provides services under this Agreement in accordance with the Living Wage Policy. In fiscal year 2016-17, Contractor shall pay such employee no less than $15.14 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

7-2.10 Which Service Contractors Must Pay Living Wage *[additional to the Greenbook].*

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. 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.

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. 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 (5) people.

7-2.11 Posting Living Wage Policy *[additional to the Greenbook].*

Contractor 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.

7-2.12 Enforcement of Living Wage Policy *[additional to the Greenbook].*

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. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor shall pay to City a fine of five hundred dollars ($500) and shall pay to any employee providing services under this Agreement a penalty of three (3) times the amount or value of the compensation owed to such employee under the Living Wage Policy. Contractor shall pay such fine and penalty within fifteen (15) days after the City Manager or designee provides written notice to Contractor of the amount owed.

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 or 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. 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.

7-2.13 Amendment of Living Wage Policy *[additional to the Greenbook].*

This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

7-3 INSURANCE [see Greenbook].

Greenbook Section 7-3 is not incorporated and shall be replaced as follows:

"All insurance requirements are those listed in INS-B, which is attached to the Contract and incorporated to the Contract by this reference."

Greenbook Sections 7-3.1, 7-3.2, 7-3.3 and 7-3.4 are not incorporated into these Contract Documents.

7-4 INDEMNIFICATION [additional to the Greenbook].

The following indemnity provisions shall supersede the indemnity in Greenbook Section 7-3.

7-4.1 Contractor's Duty *[additional to the Greenbook].*

To the maximum extent permitted by law, the Contractor shall, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, material suppliers or any of their officers, agents, servants or employees, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

7-4.2 Nonwaiver of Rights *[additional to the Greenbook]*.

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

7-4.3 Waiver of Right of Subrogation *[additional to the Greenbook]*.

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

7-4.4 Survival *[additional to the Greenbook]*.

The provisions of this Section 7-4 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

7-5 PERMITS.

Before starting any Work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining an encroachment permit for Work within the public right-of-way, as well as all other permits and any required from all other agencies. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

The Contractor shall obtain a City Business License and shall be licensed in accordance with the California Business and Professions Code. The Contractor shall bear all costs for the City's Business License.

7-6 THE CONTRACTOR'S REPRESENTATIVE [see Greenbook].

7-7 COOPERATION AND COLLATERAL WORK.

The Contractor must coordinate all Work with the City's street sweeping, solid waste collection, and street maintenance contractors, Police and Fire Departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, so no additional payment shall be made.

7-8 WORKSITE MAINTENANCE.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition. Materials which need to be disposed shall not be stored at the Project site and cannot be "stockpiled" but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Project Manager, the cleaning will be done or contracted by the City, and the cost will be deducted from the Contract Price.

The Contractor shall make arrangement for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permit from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work all rubbish, debris, unused materials, concrete forms, equipment, and temporary structures and facilities used. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Work site.

All costs associated with the clean-up and storage required to complete the Work shall be the sole responsibility of the Contractor.

7-8.1 General *[see Greenbook].*

7-8.2 Air Pollution Control *[see Greenbook].*

7-8.3 Noise Control *[see Greenbook].*

To minimize the noise impact of construction, Contractor must properly muffle all construction related vehicles and equipment in accordance with the City's ordinances. The Contractor shall inform the public of proposed construction time frames to minimize potential annoyance related to the construction noise.

7-8.4 Storage of Equipment and Materials *[see Greenbook].*

7-8.4.1 General [see Greenbook].

7-8.4.2 Storage in Public Streets [see Greenbook].

7-8.5 Sanitary Sewers *[see Greenbook].*

7-8.5.1 General [see Greenbook].

7-8.5.2 Sewage Bypass and Pumping Plan [see Greenbook].

7-8.5.3 Spill Prevention and Emergency Response Plan [see Greenbook].

7-8.6 Water Pollution Control.

7-8.6.1 General [see Greenbook].

7-8.6.2 Best Management Practices (BMPs) [see Greenbook].

7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP) [see Greenbook].

7-8.6.4 Dewatering.

Failure to dewater per Contractor's approved dewatering plans shall lead to the immediate issuance of a stop payment notice. Any fees associated with the failure to perform dewatering will be passed onto the Contractor.

7-8.6.5 Payment [see Greenbook].

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall mark and protect all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by its operations. This shall be completed before start of that operation and approved by the City Inspector.

Where existing traffic striping, pavement markings, and curb markings are damaged, partially removed or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

7-10 SAFETY.

7-10.1 Access *[additional to the Greenbook].*

All Work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic during the Work.

Access to Street intersections, public and private parking lots, commercial businesses, residences and other public and private properties must be maintained at all times. The Contractor shall notify the Project Manager and occupants of all affected properties with written notice at least seventy-two (72) hours before any temporary obstruction of access. Vehicular access to property line shall be maintained at all times, except as required for Work that cannot otherwise be accomplished and for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager.

The Contractor's construction schedule shall allow affected people ample on-street parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Project Manager for approval at least forty-eight (48) hours before the scheduled operations on the Streets affected.

The Contractor shall post "TEMPORARY NO PARKING" signs at least forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of commencing the Work. When determined necessary by the Project Manager, the signs shall be placed no more than one hundred fifty (150) feet apart and at shorter intervals if conditions warrant. Contractor shall furnish and place barricades, if necessary, for posting of signs. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. The Contractor shall report the time of posting to the Oxnard Police Department for the purpose of towing. The Contractor shall remove all signs within forty-eight (48) hours after the portion of the Work affecting parking is completed. Should the Contractor fail to pick up signs within this time frame, the Contractor shall be charged a penalty of twenty-five dollars ($25) per sign per Calendar Day left in the public right-of-way. Said monies will be deducted from any monies due or to become due to the Contractor.

7-10.2 Traffic *[additional to the Greenbook].*

7-10.2.1 Traffic Control Plan (TCP) [additional to the Greenbook]

If Contractor's Work affects traffic in any way, the Contractor shall provide a detailed Traffic Control Plan (TCP) for review and shall conform to the Greenbook, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices (MUTCD), the SSS and the SSP and must be approved by the Project Manager before commencing any Work. The TCP shall be prepared under the supervision of and signed and stamped by a registered professional civil engineer or a traffic engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence Work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense.

Traffic control shall be provided by a qualified traffic control company specializing with a C-31 license during the construction of the Project. Traffic control shall address parking changes as well. Before the beginning of any Work or if there are changes to the proposed TCP and after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the Work area to ensure the adequacy of traffic control. During any period when two-way traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the area.

For Work in the vicinity of a school, the Contractor shall contact that school's district, obtain a school schedule and school circulation plan, and incorporate information into its schedule and traffic control, such that within one thousand (1,000) feet of the school on routes serving the school for student arrivals and departures are not impacted between one (1) hour before and one (1) hour after the schoolday start time and one (1) hour before or one (1) hour after schoolday end time. Contractor shall notify the relevant school district of any impacts.

The Contractor shall provide and maintain steel traffic plates recessed into the pavement securely over the trench whenever required or at the end of the Working Day.

7-10.2.2 Street Closures, Detours, Barricades [additional to the Greenbook]

Street closures will not be allowed, except as specifically permitted by the City's Traffic Engineer.

Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in this Section. Under no circumstances shall traffic signals be placed under flash operation without prior approval of the City. The Contractor shall contact the City Inspector at least five (5) Working Days in advance to coordinate signal service, unless a different time frame is required in the Special Provisions.

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the latest version of the California Manual of Uniform Traffic Control Devices (CA MUTCD). Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will, at its option, place needed devices or engage a private firm to place and maintain said traffic control devices. The cost incurred by the City in connection therewith will be deducted from the Contractor's next payment.

7-10.3 Haul Routes.

Greenbook Section 7-10.3 is not be incorporated and is replaced as follows:

"The Contractor must provide the Project Manager with a haul route plan, which must be approved by the Project Manager before anyone uses any haul routes on the Project. Further detail requirements for haul traffic may be delineated in the Special Provisions."

7-10.4 Safety *[see Greenbook]*.

7-10.4.1 Work Site Safety [see Greenbook].

7-10.4.1.1 General *[see Greenbook].*

7-10.4.1.2 Work Site Safety Official *[see Greenbook].*

7-10.4.2 Safety Orders [see Greenbook].

7-10.4.2.1 General *[see Greenbook].*

7-10.4.2.2 Shoring Plan *[see Greenbook].*

7-10.4.2.3 Payment *[see Greenbook].*

7-10.4.3 Use of Explosives [see Greenbook].

7-10.4.4 Hazardous Substances [see Greenbook].

7-10.4.5 Confined Spaces [see Greenbook].

7-10.4.5.1 Confined Space Entry Program (CSEP) *[see Greenbook].*

7-10.4.5.2 Permit-Required Confined Spaces *[see Greenbook].*

7-10.4.5.3 Payment *[see Greenbook].*

7-10.5 Security and Protective Devices.

7-10.5.1 General [see Greenbook].

7-10.5.2 Security Fencing [see Greenbook].

7-10.5.3 Steel Plate Covers [see Greenbook].

7-10.5.4 Protection of the Public [additional to the Greenbook].

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as the Contractor's operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed Work. Unusual conditions may arise on the Work that will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of Work under this Contract.

The Contractor shall take all actions necessary to protect persons and property at the job site from any injury or damages associated with the Work. Unless otherwise specified, the Contractor shall supervise and direct the Work and shall be solely responsible for all maintenance methods and sequences.

7-10.5.4.1 Emergencies *[additional to the Greenbook]*.

Whenever an emergency exists and the Contractor has not taken sufficient precautions for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations, and when immediate action is necessary to protect the public or property, the Project Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Project Manager may provide suitable protection by causing such Work to be done and material to be furnished to bring the Project into compliance with CalOSHA and federal OSHA requirements.

All expenses incurred by the City for emergency repairs will be deducted from the payments due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. The Contractor shall not be entitled to any delay claims for Work stopped by the City to correct an unsafe condition.

7-10.6 Public Notices *[additional to the Greenbook]*.

7-10.6.1 Notification to Property Owners and Businesses [additional to the Greenbook].

In addition to notices required elsewhere in the Contract Documents, the Contractor shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include the Contractor's name, the Contractor's phone number, a general description of the Work, and the Calendar Days and times when traffic will be restricted and parking will not be allowed along the Street scheduled for the Work. Contractor must get notice pre-approved by the Project Manager before distribution. All notices shall be hand-delivered by the Contractor to adjacent residents, business, and other areas directed by the Project Manager.

7-10.6.2 Residents' Complaints [additional to the Greenbook].

It is critical that residents' complaints be resolved expeditiously. To achieve this, the Project Manager will inform the Contractor of the complaint verbally or in writing. The Contractor shall offer a viable action to be taken within twenty-four (24) hours of the action to be taken. In any case, Contractor shall refer any residents with complaints to the Project Manager.

7-11 PATENT FEES OR ROYALTIES [see Greenbook].

7-12 ADVERTISING [see Greenbook].

Contractors vehicle shall clearly identify the company name. Other than on that vehicle or on equipment, Contractor shall not advertise or allow advertising at the Work site.

7-13 LAWS TO BE OBSERVED [see Greenbook].

7-14 ANTITRUST CLAIMS.

Greenbook Section 7-14 is not incorporated.

7-15 RECYCLING OF MATERIALS [additional to the Greenbook].

Contractor must adhere to the City's Recycling Plans, which are incorporated by this reference and available through the Project Manager.

7-16 CONFIDENTIALITY [additional to the Greenbook].

7-16.1 Confidential Information *[additional to the Greenbook].*

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

7-16.2 Information Provided by Contractor *[additional to the Greenbook].*

All information provided by the Contractor or developed by the Contractor at the expense of the City shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Contractor without the written consent of the City, except as may be necessary for Contractor to fulfill its obligations to the City.

7-16.3 Exemptions *[additional to the Greenbook].*

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

7-16.4 Enforcement *[additional to the Greenbook].*

Contractor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Contractor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The City and Contractor acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of Section 7-16 may result in irreparable injury to the City.

7-16.5 No Warranties by City *[additional to the Greenbook].*

Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Section 7-16 or for any business decisions made by Contractor in reliance on any Confidential Information disclosed under this Section 7-16.

7-16.6 Survival *[additional to the Greenbook].*

All duties of the Contractor under this Section 7-16 shall survive expiration or termination of the Contract.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL -- 8-6 BASIS OF PAYMENT.

Greenbook Sections 8-1 through 8.6 are not incorporated.

SECTION 9 MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General *[see Greenbook].*

9-1.2 Methods of Measurement.

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Work as outlined in these Contract Documents and as directed by the Project Manager.

9-1.3 Certified Weights *[see Greenbook].*

9-2 LUMP SUM WORK [see Greenbook].

9-3 PAYMENT.

9-3.1 General *[see Greenbook].*

9-3.2 Partial and Final Payment *[additional to Greenbook].*

Each month, Contractor shall submit its standard invoice to the City. Attached, Contractor shall submit one (1) Itemized Completed Monthly Maintenance Services Form per district (at the appropriate service level) that is the same or similar to the one on the next page.

CITY OF OXNARD CALIFORNIA

Itemized Monthly Completed Maintenance Services Form (Service Level A)

District Name:____________________

Turf Maintenance	Date(s) Completed				
Mowing, Edging and Trimming (every week)					
Aerate to relieve compaction (3x per year)					
Dethatch (annually)					
Overseed Stressed Areas (bi-annually)					
Fertilization Schedule					
Turf (quarterly)					
Shrubs, Ground Cover, Vines (monthly)					
Trash and Debris Removal					
Entire Area (daily)					
Pest Control					
Control and eradication of all plant pests within the landscape (as required)		(mark if completed)			
Weed Control					
Control and eradication of all weeds (daily)					
Pruning and Trimming					
Shrubs, Ground Cover, Vines (weekly)					
Trees - maintain all trees in their natural shape to 13.5' above street an 9' above sidewalks monthly		(mark if completed)			
General Site Maintenance					
Restrooms		(mark if completed)			
Play Structures		(mark if completed)			
Exercise Stations		(mark if completed)			
Graffiti (respond within 24 hours of notification)		(mark if completed)			
Irrigation Checks (daily)					
Electrical Checks					

the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."

Signed:________________________________ Date:______________

CITY OF OXNARD CALIFORNIA

Itemized Monthly Completed Maintenance Services Form (Service Level B)

District Name:____________________

Turf Maintenance	Date(s) Completed				
Mowing, Edging and Trimming (every week)					
Aerate to relieve compaction (3x per year)					
Dethatch (annually)					
Overseed Stressed Areas (bi-annually)					
Fertilization Schedule					
Turf (quarterly)					
Shrubs, Ground Cover, Vines (monthly)					
Trash and Debris Removal					
Entire Area (daily)					
Pest Control					
Control and eradication of all plant pests within the landscape (as required)		(mark if completed)			
Weed Control					
Control and eradication of all weeds (daily)					
Pruning and Trimming					
Shrubs, Ground Cover, Vines (weekly)					
Trees - maintain all trees in their natural shape to 13.5' above street an 9' above sidewalks monthly		(mark if completed)			
General Site Maintenance					
Restrooms		(mark if completed)			
Play Structures		(mark if completed)			
Exercise Stations		(mark if completed)			
Graffiti (respond within 24 hours of notification)		(mark if completed)			
Irrigation Checks (daily)					
Electrical Checks					

the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."

Signed:____ Date:______________

9-3.2.1 Monthly Closure Date and Invoice Date [additional to the Greenbook].

In accordance with Greenbook Section 9-3.2, the monthly closure date shall be the last Working Day of each month. Each invoice must be signed and submitted to the Project Manager before the tenth (10th) Calendar Day of the following month for verification and payment consideration.

9-3.2.2 Payments [additional to the Greenbook].

The City shall attempt to make payments within sixty (60) Calendar Days after receipt of the Contractor's undisputed and properly submitted payment request. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable and shall explain in writing the reasons why the payment request is not proper.

9-3.3 Delivered Materials *[see Greenbook].*

9-3.4 Mobilization.

Greenbook Section 9-3.4 is not incorporated and is replaced with the following:

"All mobilization and demobilization costs must be included in other Bid items. Contractor shall not receive additional compensation for mobilization and/or demobilization."

9-4 AUDIT [additional to the Greenbook].

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract.

SECTION 10. ADDITIONAL TERMS *[additional to the Greenbook]*

10-1 LICENSES [additional to the Greenbook].

The Contractor shall possess a valid Class C-27 Contractor's license issued by California State Contractors License Board. The Contractor will also be required to possess an Oxnard business license at the time of insurance submission. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws.

If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty Classification C-31.

10-2 NONDISCRIMINATORY EMPLOYMENT [additional to the Greenbook].

The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

10-3 ACCESS TO PRIVATE PROPERTY [additional to the Greenbook].

The Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion, and the Contractor shall obtain the required easement or license for the Project.

10-4 WORKING DAYS AND HOURS [additional to the Greenbook].

Contractor may not work on any day or during hours prohibited by the Project Manager. Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the Project Manager so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

10-5 CLAIM DISPUTE RESOLUTION [additional to the Greenbook].

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims. This Contract hereby incorporates those provisions as through fully set forth herein.

10-6 THIRD PARTY CLAIMS [additional to the Greenbook].

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City may notify the Contractor of the receipt of any third-party claim relating to the Project; if so, the City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Work; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

10-7 ADDITIONAL REPRESENTATIONS [additional to the Greenbook].

By signing the Contract, the Contractor represents, covenants and agrees that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; and (c) there is no litigation pending against the Contractor, and the Contractor is not the subject of any criminal investigation or proceeding.

10-8 CONFLICTS OF INTEREST [additional to the Greenbook].

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

10-9 APPLICABLE LAW [additional to the Greenbook].

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Contract shall be in the Ventura County Superior Court.

10-10 TIME [additional to the Greenbook].

Time is of the essence in these Contract Documents.

10-11 INDEPENDENT CONTRACTOR [additional to the Greenbook].

The Contractor and its employees and agents shall at all times remain, as to the City, wholly independent contractors rather than employees of the City. Contractor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Contractor. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor or any of its officers, employees, or agents, except as herein set forth, and the Contractor is free to dispose of all portions of its time and activities that it is not obligated to devote to the City in such a manner and to such Persons that the Contractor wishes except as expressly provided in these Contract Documents.

Except as Manager may specify in writing, the Contractor and its agents and employees shall have no power or authority, express or implied to act on behalf of City in any capacity, to bind City to any obligation, to incur any debt, obligation, or liability on behalf of the City or otherwise to act on behalf of the City as an agent. The Contractor and its employees and agents shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City.

The Contractor shall pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents.

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

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

10-12 CONSTRUCTION [additional to the Greenbook].

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

10-13 THIRD PARTY BENEFICIARIES [additional to the Greenbook].

Nothing in the Contract Documents is intended to make the public or any member thereof a third party beneficiary of the Contract; nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

10-14 WAIVER [additional to the Greenbook].

No failure or delay on the part of any party in exercising any right or remedy provided in these Contract Documents shall operate as a waiver thereof or preclude any exercise thereof, or the exercise of any other right or remedy provided under these Contract Documents, or otherwise available at law or in equity. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

10-15 CUMULATIVE REMEDIES [additional to the Greenbook].

Except if expressly provided herein, no remedy specified in these Contract Documents is intended to be exclusive of any other remedy, and each remedy shall be cumulative, in addition to every other right or remedy provided herein or otherwise available at law or in equity.

10-16 TERM [additional to the Greenbook].

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect for three (3) years thereafter unless the Contract has been otherwise terminated by the City. Additionally, the City Manager, in his or her sole discretion, may renew the Agreement for up to two (2) additional years; if the City Manager chooses to do so, all provisions that apply in the first three (3) years shall apply to the fourth and fifth years. Some provisions may survive the term listed within this Section, as stated in those provisions.

10-17 NOTICE [additional to the Greenbook].

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third Working Day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

10-18 SURVIVAL [additional to the Greenbook].

Any provision of these Contract Documents that contemplates performance or observance subsequent to termination (including but not limited to indemnification provisions) shall survive that termination, and shall continue in full force and effect thereafter.

10-19 SEVERABILITY [additional to the Greenbook].

To the extent that any term, provision or part of these Contract Documents is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of these Contract Documents shall not be impaired or affected, and shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 800. LANDSCAPING AND IRRIGATION

800-1 LANDSCAPING MATERIALS *[see Greenbook].*

800-1.1 Topsoil *[see Greenbook].*

800-1.1.2 Class "A" Topsoil *[see Greenbook].*

800-1.1.3 Class "B" Topsoil.

Greenbook Section 800-1.1.3 is not incorporated.

800-1.1.4 Class "C" Topsoil.

Greenbook Section 800-1.1.4 is not incorporated.

800-1.2 Soil Fertilizing and Conditioning Materials *[see Greenbook].*

800-1.2.1 General *[see Greenbook].*

800-1.2.2 Manure *[see Greenbook].*

800-1.2.3 Commerical Fertilizer *[see Greenbook].*

800-1.2.4 Organic Soil Amendment *[see Greenbook].*

800-1.2.5 Mulch *[see Greenbook].*

800-1.3 Seed *[see Greenbook].*

800-1.4 Plants *[see Greenbook].*

800-1.4.1 General ***[see Greenbook].***

800-1.4.2 Trees ***[see Greenbook],***

800-1.4.3 Shrubs ***[see Greenbook].***

800-1.4.4 Flatted Plants ***[see Greenbook].***

800-1.4.5 Sod and Stolons (turf grass) ***[see Greenbook].***

800-1.4.6 Cuttings ***[see Greenbook].***

800-1.5 Headers, Stakes, and Ties.

Greenbook Section 800-1.5 is not incorporated.

800-2 IRRIGATION SYSTEM MATERIALS.

Greenbook Section 800-2 is not incorporated.

800-3 ELECTRICAL MATERIALS.

Greenbook Section 800-3 is not incorporated.

SECTION 801 INSTALLATION

801-1 General ***[see Greenbook].***

801-2 EARTHWORK AND TOPSOIL PLACEMENT ***[see Greenbook].***

801-2.1 General.

The words "or Class B" shall be removed from Greenbook Section 801-2.1

801-2.2 Topsoil Preparationg and Conditioning ***[see Greenbook].***

801-2.2.1 General.

The following paragraph shall be removed from Greenbook Section 801-2.2.1:

"Class "C" topsoil shall be sacrified and cultivated to a finely divided condition to a depth of 8 inches (200 mm) minimum below finish grade. During this operation, all stones over 1 inch (25 mm) in greatest dimension shall be removed."

801-2.2.2 Fertilizing and Conditioning Procedures ***[see Greenbook].***

801-2.3 Finish Grading ***[see Greenbook].***

801-3 HEADER INSTALLATION ***[see Greenbook].***

801-4 PLANTING ***[see Greenbook].***

801-4.1 General ***[see Greenbook].***

801-4.2 Protection and Storage ***[see Greenbook].***

801-4.3 Layout and Plant Location ***[see Greenbook].***

801.4.4 Speciman Planting ***[see Greenbook].***

801.4.5 Tree and Shrub Planting ***[see Greenbook].***

801-4.6 Plant Staking and Guying ***[see Greenbook].***

801.4.6.1 Method "A" Tree Staking ***[see Greenbook].***

801.4.6.2 Method "B" Tree Staking ***[see Greenbook].***

801-4.6.3 Guying ***[see Greenbook].***

801-4.7 Ground Cover and Vine Planting ***[see Greenbook].***

801-4.8 Lawn Planting ***[see Greenbook].***

801-4.8.1 General ***[see Greenbook].***

801-4.8.2 Seed ***[see Greenbook].***

801-4.8.3 Sod ***[see Greenbook].***

801-4.8.4 Stolon Planting

Greenbook Section 801-4.8.4 is not incorporated.

801-4.9 Erosion Control Planting ***[see Greenbook].***

801-4.9.1 General ***[see Greenbook].***

801-4.9.2 Straw Stabilization

Greenbook Section 801.4.9.2 is not incorporated.

801-4.9.3 Seeding and Mulching ***[see Greenbook].***

801-4.9.4 Sprigging ***[see Greenbook].***

801-4.9.5 Watering ***[see Greenbook].***

801-5 IRRIGATION SYSTEM INSTALLATION

Greenbook Section 801-5 is not incorporated.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT *[see Greenbook].*

801-7 MEASUREMENT

Greenbook Section 801-7 is not incorporated.

801-8 PAYMENT

Greenbook Section 801-8 is not incorporated.

SPECIAL PROVISIONS

SECTION 1000. TURF MAINTENANCE

1000-1 MOWING AND EDGING OF TURF.

The Contractor shall mow and edge all turf grass. Generally, the turf grass shall be mowed to maintain a height of no less than one (1) inch and no more than two (2) inches; however, site-specific mowing height shall be designated by Project Manager or his or her representative. Mowing frequency shall occur according to the Service Level listed in the City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts Chart available at the end of these Special Provisions ("Chart") for that particular district; for example, in a district with Service Level B, Contractor shall mow once every two (2) weeks. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager or his or her representative. The Contractor shall pick up and dispose of all grass clippings after each mowing operation, or a mulching deck may be utilized upon approval by Project Manager or his or her representative.

1000-2 SOIL AERIFICATION AND THATCH REMOVAL.

The Contractor shall perform soil aerification for all turf grass areas according to the Service Level listed in the Chart for that particular district. For Service Level A, soil aerification shall be completed in October, March and June. For Service Level B and C, soil aerification shall be completed in March. Aerification shall be done with a power driven aerifier using ½ inch coring line. The schedule must be pre-approved by the Project Manager or his or her representative. Additionally, Contractor shall notify Project Manager or his or her representative with a written schedule one (1) week prior to the date of aerification commencement.

The Contractor shall remove thatch build up in the sod layer according to the Service Level listed in the Chart for that particular district; for example, in a district with Service Level A, Contractor must dethatch annually. Dethatching shall be completed in November. The schedule must be pre-approved by the Project Manager or his or her representative. Thatch removal shall be performed with a power-driver Verti-cutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. The thatch removal shall precede the aerification process. The verticutting shall be performed on all turf areas.

1000-3 FERTILIZATION.

The Contractor shall fertilize all turf grass, shrubs, ground cover and vines according to the Service Level listed in the Chart for that particular district. The schedule must be pre-approved by the Project Manager or his or her representative. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil. The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets.

Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative. All fertilization products must be pre-approved by the Project Manager or his or her representative prior to fertilizing.

1000-4 PESTICIDE APPLICATION.

The Contractor shall control and eliminate all weeds, insects, rodents, diseases and any other pests affecting all plant material. The Contractor's applicator shall hold a valid Qualified Applicator License issued by the California Department of Pesticide Regulation. Any quarterly pesticides used must be on the California Department of Pesticide Regulation's approved chemical list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application. The Contractor shall notify the Project Manager or his or her representative three (3) days before application of pesticides. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports. Contractor shall provide name and license number of personnel spraying the chemicals. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards.

1000-5 IRRIGATION.

The Contractor shall maintain all irrigation systems as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times of the day or night to ensure the health of all plants and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. The City reserves the right to require Contractor to change the watering schedule as necessary.

The Contractor shall carefully apply irrigation water in qualities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked by the Contractor according to the Service Level listed in the Chart for that particular district.

1000-5-1

The Contractor shall maintain and/or replace all irrigation systems and appurtenances. Replacement of irrigation labor costs to be included in this bid. Materials and supplies for the replacement of irrigation may be provided by contractor for an additional fee if pre-approved by the Project Manager or his or her representative. Each such system must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, quick cover boxes, valve box covers, all utility covers, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, vandal-proof enclosures and any other irrigation related items. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise pre-approved by the Project Manager or his or her representative. All other irrigation replacement shall be subject to approval by the Project Manager or his or her representative. Contractor shall maintain all irrigation equipment in good working condition such that it shall function properly at all times. Contractor shall regularly inspect irrigation systems, including a sprinkler coverage test, on designated service days. As determined by the City, all routine maintenance labor shall be provided at the Contractor's expense. Additional repair and replacement items not considered routine maintenance will be a separate item subject to the City's Public Projects bid requirements. Contractor shall turn off all irrigation controllers during periods of rain and turn them back on and reprogram them at the end of the rainy period.

1000-5-2

Watering schedule and maintenance of irrigation systems must adhere to the City's Water Ordinance No. 2810.

Once City notifies Contractor of any irrigation related issues, Contractor must respond within 24 hours with a resolution.

1000-6 TURF WEED CONTROL

Contractor shall keep all turf grass areas weed-free and treated for broadleaf weed control according to the Service Level listed in the Chart; for example, in a district with Service Level A, Contractor shall complete, control and eradicate all weeds weekly. Contractor shall do this for that particular district with a product to be pre-approved by the Project Manager or his or her representative.

Contractor shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, buildings and structures are free of all weeds. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative.

SECTION 2000. SHRUB, VINE AND GROUNDCOVER MAINTENANCE

2000-1 PRUNING AND EDGING.

The Contractor shall prune all shrubs, groundcover and vines. Shrubs shall be pruned as needed for natural shape, pest control and line of site issues for safe flow of traffic to the satisfaction of the Project Manager or his or her representative. Contractor shall prune according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Contractor shall prevent all plant growth from entering onto the walkways, roadways, hard surface areas, and along fences and walls. Contractor shall remove faded or dead flower heads or their stalks and plant leaves on a weekly basis or according to the Service Level listed in the Chart for that particular district. Contractor shall remove in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is pre-approved by the Project Manager his or her representative. Vines on walls shall be maintained at a height 4-6" below the top of the block wall and a depth no greater than four inches (4") from the wall.

2000-2 GROUNDCOVER PRUNING.

Groundcover shall be pruned as needed, according to the Project Manager or his or her representative, to maintain separation away from base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site.

2000-3 FERTILIZATION.

Contractor shall make recommendations as to the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants according to the Service Level listed in the Chart for that particular district. Final approval regarding which products to be used will be the responsibility of the Project Manager or his or her representative. Contractor shall apply any minor nutrients needed to maintain healthy plant material. Please refer to section 1000-3 for additional Fertilization information.

2000-4 INSECT AND DISEASE CONTROL.

On designated service days, Contractor shall inspect and treat for any insect or disease related problems.

2000-5 WATER.

Contractor shall monitor moisture levels in irrigated and in non-irrigated bed areas and report any problems, in writing, that may be present during maintenance visits. Contractor is responsible for damage to plants that were not reported to the City in writing and shall be responsible for replacement of these items. All watering must adhere to the City's Water Ordinance No. 2810.

Any standing water or puddles created in thoroughfares and paths of travel must be removed.

2000-6 BED WEED CONTROL.

Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. For example, in a district with Service Level A, Contractor shall inspect, control and eradicate all weeds weekly.

SECTION 3000. TREE MAINTENANCE

3000-1 PRUNING.

The Contractor or his or her representative shall possess a valid arborist certification from the International Society of Arboriculture or similar program approved by the City. This arborist must oversee all pruning work including root pruning and certifying all Work meets requirements. All pruning work shall conform to the current ANSI A300 5.3 Pruning Standard in conjunction with the International Society of Arboriculture Publication. Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, crossing, touching, and broken branches. Thinning shall consist of selective pruning to reduce density of live branches. Thinning should result in an even distribution of branches on individual limbs and throughout the crown of the tree. Raising shall consist of selective pruning to provide specified vertical clearance. Reduction shall consist of selective pruning to decrease height and/or spread as specified. Safety pruning is to trim a tree given careful consideration to the tree site, surroundings, height, overhang and potential of failure. Pollarding, topping and lion tailing shall be considered unacceptable pruning practices for trees.

Contractor shall prune, shape and structure trees according to the Service Level listed in the Chart for that particular district and root pruning as needed; for example, in a district with Service Level A, Contractor must selectively prune shrubs trees as required to prevent encroachment and maintain the shrub's and tree's natural form.

There shall not be any removal of trees under this Contract. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning is to be scheduled according to the Service Level listed in the Chart for that particular district. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A four inch (4") ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots. Roots growing around base of tree causing girdling to the trunk area are to be removed. Branches with growth that is crossing or causing rubbing shall be removed to ensure the health of the tree.

Contractor shall remove and dispose of dead or dying palm fronds weekly. Dying palm fronds shall be pruned in a manner that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to current ANSI A300 standards and ISA tree pruning guidelines in conjunction with the International Society of Arboriculture Publication.

3000-2 FERTILIZATION.

Contractor shall fertilize all palm trees using a combination of blood meal and Agriform (slow release) tablets as needed by installing eight (8) holes around the palm trees. These holes shall be two inches (2") in diameter by twelve inches (12") deep and shall be uniformly located around the base of the palm trees, filled with blood meal, and completely watered in. All other trees shall be maintained in accordance with current ANSI A300 fertilization standards in conjunction with the International Society of Arboriculture Publication.

3000-3 INSECT AND DISEASE CONTROL.

On designated service days, Contractor shall inspect and treat for any insect- or disease-related problems. Contractor is required to notify City and make recommendations, in writing, of all other trees that may need supplemental insect and disease control.

3000-4 WATER.

The Contractor shall provide proper watering of trees, whether done by automated irrigation systems or manually with the use of a hose. Trees shall be maintained in an upright manner and shall be staked as necessary to maintain this position per ANSI guidelines. Watering must adhere to the City's Water Ordinance No. 2810.

3000-5 STAKING.

The Contractor will attach tree stakes as needed to support tree growth. The Contractor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. The Contractor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract per ANSI guidelines.

SECTION 4000. GENERAL SITE MAINTENANCE

4000-1 LITTER AND DEBRIS CONTROL.

All areas of maintenance responsibility, including but not limited to paved parking that is not on-street parking in front of residences, shall be kept free of all trimmings, grass cuttings, dirt, mud and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense. Litter and debris pick-up and removal shall be done according to the Service Level listed in the Chart for that particular district and shall include sidewalks adjacent to areas of responsibility. This includes curb and gutter areas.

4000-2 PARK AMENITIES

Contractor must notify the Project Manager or his or her representative of any deficiencies to the park amenities including but not limited to play structures, exercise stations, restrooms, tennis courts, benches, picnic tables, trash receptacles, walking paths and mutt-mitt stations on designated service days. Maintenance of park amenities including restrooms, playgrounds, tennis courts, benches, picnic tables, trash receptacles, BBQs, and dog mutt-mitt dispensers will be maintained through a separate janitorial contract. However, if Contractor notices any park amenities that need service or repair, they are to be reported to the City for corrective action. It is the responsibility of the Contractor to ensure paths of travel are free of any sand, wood chips, or other material that may cause a hazard.

4000-3 ELECTRICAL SYSTEM LIGHTING.

If applicable to the district, the Contractor shall regularly inspect all electrical lighting systems, including, but not limited to, all lighting fixtures, luminaire, ballast or bulb located on the premises of the Work site and report deficiencies to the Project Manager or his or her representative. Contractor shall inspect all lights and timers on a weekly basis. All repairs shall be handled by an outside Electrician and is not included in this contract.

4000-4 WATER AND ELECTRICAL COSTS.

The City shall be responsible for paying all water and electrical costs at the site. However, the Contractor shall make every effort to conserve these resources and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City. Watering must adhere to the City's Water Ordinance No. 2810.

4000-5 GRAFFITI

The Contractor shall be responsible to remove small amounts of graffiti (licensed plate size) as it appears upon any walkways, walls or any appurtenant structures within the areas under the Contractor's maintenance. Contractor is required to notify the Project Manager or his or her designee of any graffiti discovered. All materials and processes used in graffiti eradication shall be non-injurious to the surfaces and approved by CAL-OSHA. Materials and processes used must be approved by the Project Manager or his or her designee prior to use.

The Contractor shall include all labor and material costs for removal of graffiti from contracted areas as stated in the Service Level document. Such items for repair, removal, replacement or other corrective measures resulting from graffiti include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item within the contracted district that has been vandalized by graffiti. The Contractor shall provide all labor and material to remove graffiti within 24 hours of notification. Any graffiti deemed by the City to be excessive, major or out of the scope of the contract may be assigned to another contractor to complete the removal.

4000-6 VANDALISM AND THEFT.

The Contractor shall include all labor costs for repairs within the Bid. City to provide all materials. Such items for repair, removal, replacement or other corrective measures resulting from vandalism and theft may include but are not limited to shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item that has been vandalized by methods other than graffiti or have been stolen from the property. The Contractor shall make all repairs within 24 hours, unless previously approved by the Project Manager or his or her representative, to remove, replace or otherwise correct items affected by vandalism and theft.

4000-7 LANDSCAPE REPLACEMENT.

Contractor must replant landscape areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

4000-8 INSPECTIONS.

Upon execution of the Contract, Contractor and City will perform a thorough inspection of all landscaping and irrigation in each district to determine if there are deficient areas prior to the beginning of services.

Contractor or representative shall be available to perform regular inspections of the assessment district(s) with the Project Manager or his or her representative. Inspections shall occur once per month at an agreed-upon time.

4000-9 RESPONSE AND INQUIRIES.

The Contractor shall be required to respond (within 30 minutes) to any inquires, telephone calls, and emergency situations emanating from City staff. The Contractor shall have the ability to be contacted by phone from its office whenever such situations occur on a 24 hour basis, seven (7) days per week. Contractor shall have sufficient staff available to respond to emergencies such as emergency tree work, water main break and irrigation failure.

4000-10 TRAFFIC CONTROL.

Traffic control is the responsibility of the Contractor rather than of the City. If required by the City, Contractor must submit a traffic control plan to the City Traffic Engineer. The City to pay for all traffic control permits.

4000-11 DETENTION BASIN FENCES AND GENERAL FENCE MAINTENANCE.

If applicable to the district, on designated service days, Contractor shall perform a visual inspection, looking for missing and/or damaged parts. Monthly, the fence will be thoroughly inspected for damaged or missing bars, loose footings, and chipped paint. Plants must be trimmed away from the fence and irrigation heads must be operating in a manner as to not spray the fence. Any issue found during inspections will be reported in writing to the Project Manager or his or her designated representative. If a hazardous condition exists, Contractor must make necessary adjustments to ensure the area is safe.

4000-12 SOFTWARE.

Contractor will be required to utilize the Cappsure program or any program designated by the Project Manager or his or her representative during the term of the contract. Usage of the program will include, but is not limited to property check ins, deficiency reporting, work orders, inventory management, etc.

SECTION 5000. LANDSCAPE MAINTENANCE, FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATION SHEET

5000-1 INSTRUCTIONS FOR USE.

All pesticides, insecticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. Applications must comply with all state and federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

5000-2 CHEMICALS AND FERTILIZERS.

Contractor, rather than the City, shall apply all chemicals and fertilizers.

5000-3 WEATHER.

Chemical types and applications must be applied based upon the weather conditions.

5000-4 INSECT, DISEASE AND NUTRIENT PROBLEMS.

Contractor shall control any insect, disease, or nutrient problems that may occur during the year.

5000-5 EXTRA VISITS.

Contractor shall make necessary visits during the year to correct any problems that may occur during the Contract Term.

5000-6 NUTRIENTS.

Contractor shall apply proper soil nutrients required to maintain a balanced soil. City to pay for all soil tests to determine what nutrients are needed for the soil.

5000-7 WATERWAYS RIPRAP

Contractor shall maintain the lose stone used to form the foundation for the breakwater along waterways within the district. This includes the treatment and abatement of weeds and removal of any debris from the riprap.

5000-8 VERTEBRATE (PEST) CONTROL.

Gopher and rodent problems are to be addressed according to the Service Level listed in the Chart for that particular district. Vertebrate pest control abatement shall include the following locations but are not limited to turf, planter beds, shrubbery, vines, ground cover or in association with tree maintenance. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager for pre-approval. All other vertebrate pest problems shall be handled on a case-by-case basis.

City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Version 3

Turf Maintenance Schedule	Frequency	Level of Service				
		A	B	C	D	F
Mowing, Edging & Trimming around sprinkler heads	Weekly	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X
Aerate to relieve compaction and stress	3x per Year	X				
	Annually		X	X	X	
	Not Performed					X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X		
	Not performed				X	X
Overseed Stressed Areas	Bi-Annually	X				
	Annually		X	X		
	Not Performed				X	X

Fertilization Schedule	Frequency	Level of Service				
		A	B	C	D	F
Turf	Quarterly	X				
	Bi-annually		X			
	Annually			X	X	
	None					X
Shrubs, Ground Cover and Vines	Monthly	X				
	Quarterly		X			
	Bi-annually			X		
	Annually				X	
	None					X

Trash and Debris Removal	Frequency	Level of Service				
		A	B	C	D	F
Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters	Daily	X				
	Weekly		X	X	X	
	Monthly					
	Not Performed					X

Graffiti	Frequency	Level of Service				
		A	B	C	D	F
Inspect and remove as needed	Daily	X				
	Weekly		X			
	Every two weeks			X		
	Monthly				X	
	When reported					X

Pest Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all plant pests within the landscape on designated service days	Spray and Treat as required	X	X	X	X	
	Not performed					X

Weed Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all weeds within the landscape as scheduled	Daily	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X

City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Version 3

Irrigation	Frequency	Level of Service A	B	C	D	F
Inspect and adjust/repair as needed	Daily	X				
	Every two weeks		X			
	Every Third week			X		
	Quarterly				X	
	Respond to complaints					X

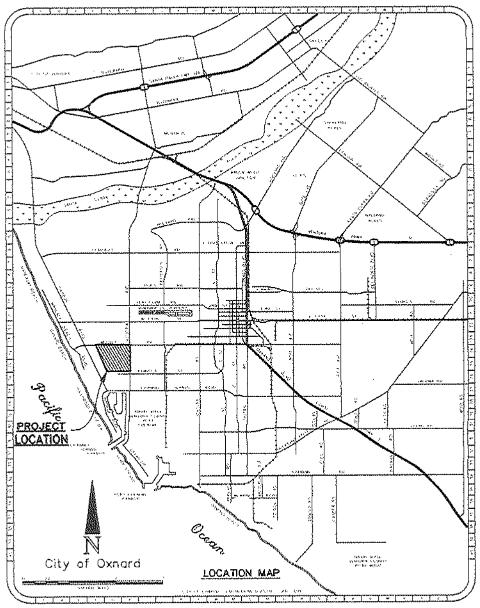
Pruning and Trimming Schedule		Frequency	Level of Service A	B	C	D	F
Groundcover/ Vines/Shrubs	Trim to prevent encroachment	Weekly	X				
		Monthly		X	X		
		Quarterly				X	
		Semi-annually					X
Trees	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly		X				
	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly			X			
	Trim as needed to prevent encroachments or hazards				X	X	
	Report encroachments or hazards						X

WESTPORT DISTRICTS' SITE MAP
(Copies are available for purchase at CyberCopy in Ventura)

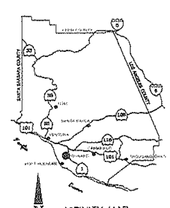
CITY OF OXNARD - CALIFORNIA

WESTPORT DEVELOPMENT
LANDSCAPE QUANTITIES STUDY

CITY OF OXNARD CALIFORNIA



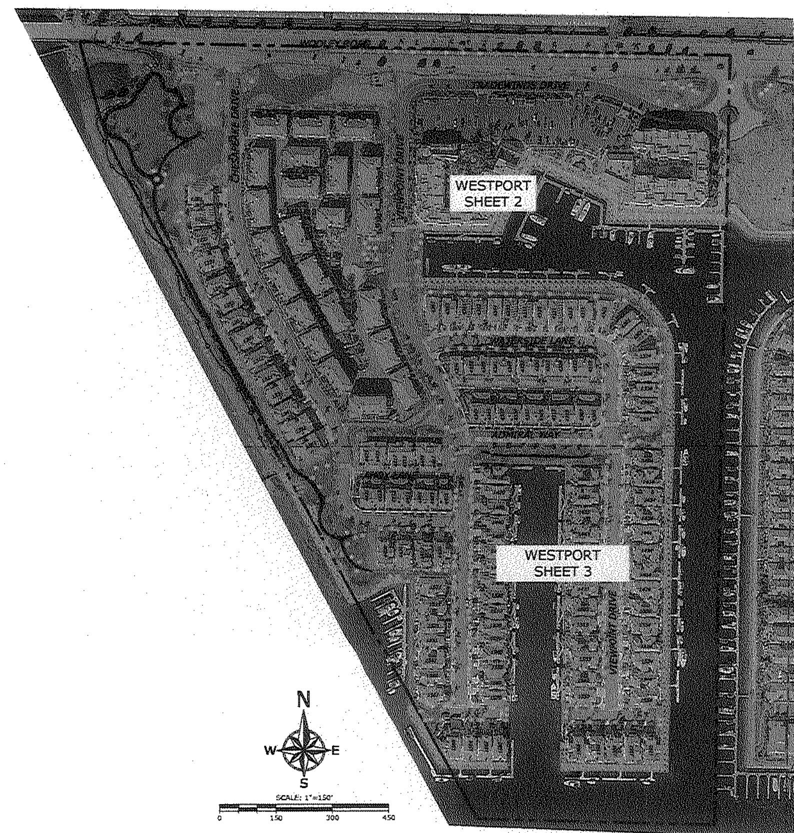
LOCATION MAP



VICINITY MAP

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 Encompass Consultant Group

SALVADOR CONTRERAS DATE: 04/27/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.05

REGISTERED PROFESSIONAL ENGINEER SALVADOR CONTRERAS, JR. NO 66720 CIVIL STATE OF CALIFORNIA

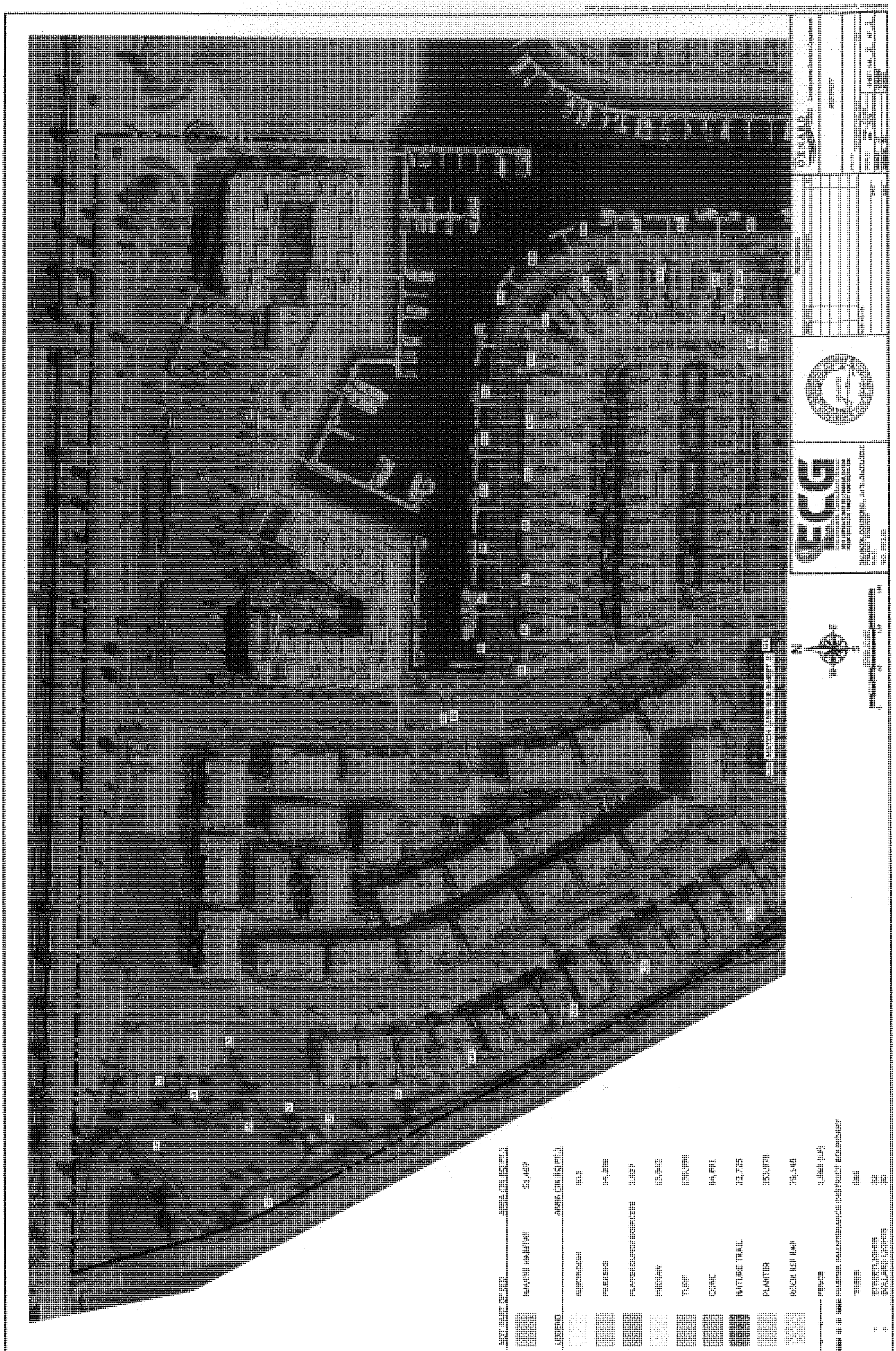
REVISIONS

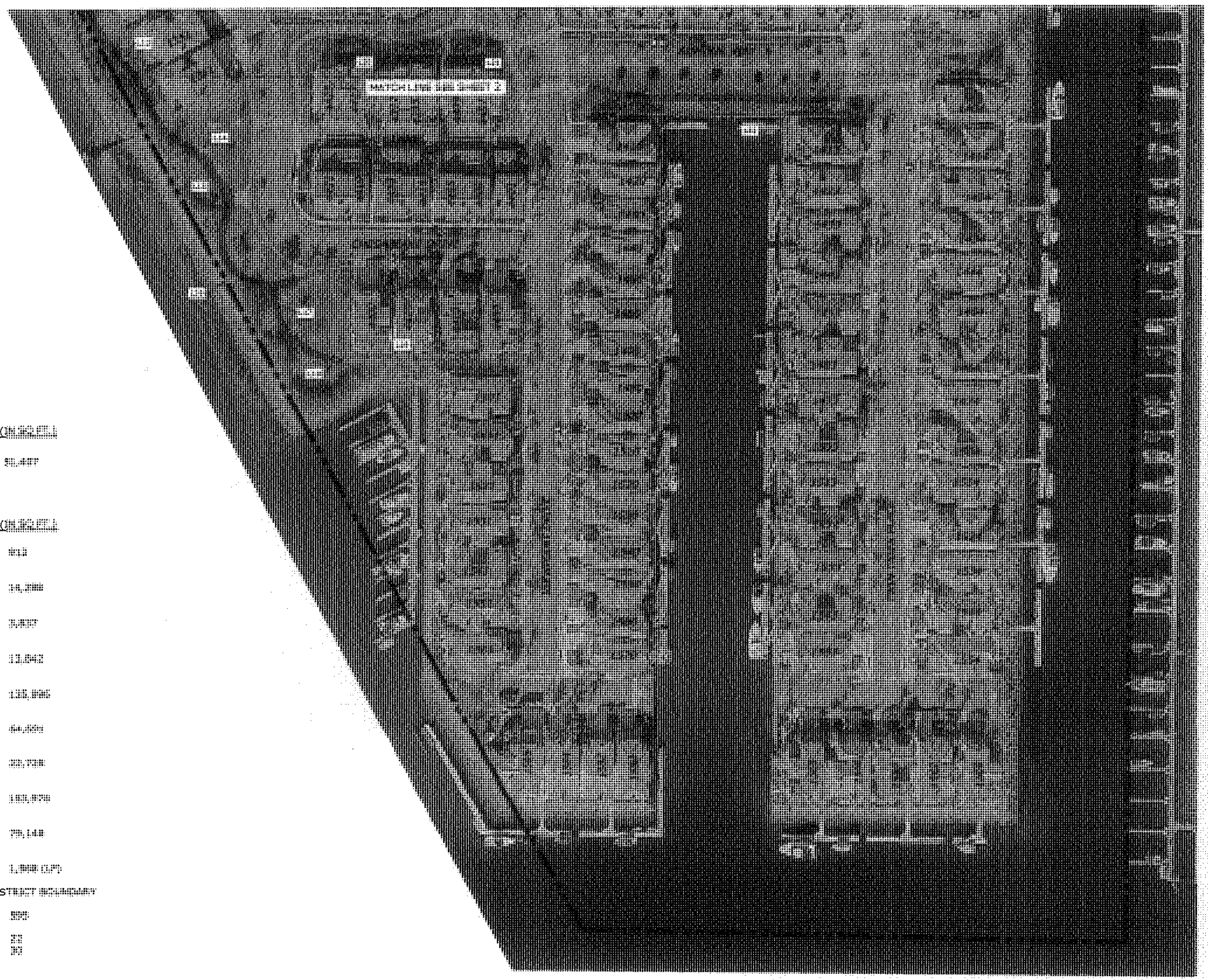
MARK	DATE	DESCRIPTION	BY

REVIEWED BY — DATE — DATE

OXNARD Development Services Department
WESTPORT
SCALE: HORZ. 1"=60' VERT. N/A
DRAWN BY: JG
CHECKED BY: SC
SHEET NO. 1 OF 3
DRAWING NUMBER

SAVE DATE: 10/4/2017 11:50:06 AM PLOT BY:Rsmith PLOT DATE:10/10/2017 8:00:04 AM





NOT PART OF BID	AREA (IN SQ.FT.)
NAVITE HABITAT	[illegible]

LEGEND	AREA (IN SQ.FT.)
RESTROOM	[illegible]
PARKING	[illegible]
PLAYGROUND/EXERCISE	[illegible]
MEDIAN	[illegible]
TURF	[illegible]
CONC	[illegible]
NATURE TRAIL	[illegible]
PLANTER	[illegible]
ROCK RIP RAP	[illegible]
FENCE	[illegible]
MASTER MAINTENANCE DISTRICT BOUNDARY	
TREES	[illegible]
STREETLIGHTS	[illegible]
BOLLARD LIGHTS	[illegible]

N W E S

SCALE: 1"=60'

0 60 120 180

SAVE DATE: 10/4/2017 11:50:06 AM PLOT BY:Rsmith PLOT DATE:10/10/2017 8:01:09 AM

ECG
Encompass Consultant Group

SALVADOR CONTRERAS DATE: 04/27/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.05

REGISTERED PROFESSIONAL ENGINEER
SALVADOR CONTRERAS, JR.
NO 66720
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY: DATE

CITY OF OXNARD
Development Services Department

WESTPORT

APPROVED: City Engineer R.C.E. DATE

SCALE: HORIZ. 1"=60' VERT. N/A

DRAWN BY: JG
CHECKED BY: SC

SHEET NO. 3 OF 3

DRAWING NUMBER

DRAWING: n:\projects\0013\0013.05-seabridge-westport\engineering\cadd\exhibits\0013-05 quant-westport.dwg

CITY OF OXNARD CONTRACT FOR MAINTENANCE WESTPORT COMMUNITY FACILITIES DISTRICTS

THIS CONTRACT ("Contract") is made and entered this ______ day of _____________, 2018 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and _____________________ ("Contractor").

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

1. Incorporation. The Contract consists of all Contract Documents—including the Prequalification Packet, Instructions to Bidders, General Provisions, Special Provisions, Maps, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), INS-B and all insurance documentation, the City business license, permits from regulatory agencies, Addenda and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the Maintenance of Various Community Facilities Districts, a Waterways Assessment District and Landscape Maintenance Districts ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Extra Work. As needed, City may contact Contractor to perform work in a good and workmanlike manner for the maintenance of other landscape maintenance districts. If Contractor accepts that work either in writing or by beginning any part of the requested work, it shall be paid in accordance with the prices as submitted in its Bid. There is no guarantee of this extra work.

4. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of ___________________ dollars ($_____) in accordance with the prices as submitted in the Bid. More specifically, City shall pay Contractor a not to exceed amount as specified below for each district:

5. Wages. Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor 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. Contractor shall compensate any employee of Contractor 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, Contractor shall pay such employee no less than $15.14 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, 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, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Contractor 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 Contractor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Contractor, effective immediately.

d. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor 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. Contractor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Contractor of the amount owed.

e. In accordance with Labor Code Section 1770 et seq., the Project is a "public work." The Contractor 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 Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Contractor shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as **Exhibit B** and incorporated herein by this reference.

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

____
(Contractor's Name)

By: _________________________________

Title: _______________________________

Dated: _____________________________

By: _________________________________

Title: _______________________________

CITY OF OXNARD

By: _________________________________
☐ Mayor ☐ City Manager

ATTEST:

By: _________________________________
City Clerk
(Only required if Mayor signs)

APPROVED AS TO INSURANCE:

By: _________________________________
Risk Manager

APPROVED AS TO FORM:

By: _________________________________
City Attorney

APPROVED AS TO CONTENT:

By: _________________________________
Project Manager

By: _________________________________
Finance Director

City requires the following for any contract: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners. If your entity has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind Contractor.

Exhibit INS-B

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

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

2 Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. 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. ______
300 West Third Street, Suite 302
Oxnard, California 93030

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

4 Consultant 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 Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available. CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

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

10/17

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 notes 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-B.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**				

SAMPLE

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

CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager Reference No. _________ 300 W. Third Street, Suite 302 Oxnard CA 93030	**CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

☐ Deductible ☐ Self-Insured Retention (check which) of $ ______ with an Aggregate of $ ______ coverage. ☐ Per Occurrence

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date ____________
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

COVERAGES

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

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No.______
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____________

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

Signature ____________________
(original signature required)

Telephone: ( ) Date Signed ____________

Rev. 10/17 INS-B.doc

Agreement No. [Enter #]

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ ______________ **per accident, for bodily injury and property damage.**

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. ______
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____________

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

Signature ______________________________
(original signature required)

Telephone: ( ) Date Signed ____________

Agreement No. [Enter #]

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.

Agreement No. [Enter #]

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 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 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.

Agreement No. [Enter #]

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2017

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.

PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the Project defined in the Agreement between Contractor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).
4. Contractor 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. Contractor 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 Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor 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. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Contractor must immediately notify City.
8. Contractor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Contractor 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 Contractor'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. Contractor 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. Contractor 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. Contractor 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, Contractor shall diligently take corrective action to halt or rectify any failure.

To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination.

BID PACKET

CITY OF
OXNARD
CALIFORNIA

FOR

LANDSCAPE MAINTENANCE OF WESTPORT COMMUNITY FACILITIES DISTRICT

Submitted by:

Contractor's Name: ______________________________

Address: ______________________________

City: ____________ State: ________ Zip Code: ________

Contact Person: ____________ Phone: ____________

Email: ____________ Date: ____________

BID FOR MAINTENANCE OF WESTPORT COMMUNITY FACILITIES DISTRICT

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Westport Community Facilities District ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed and materials to be furnished.

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

3. The Bid includes all taxes, fees, transportation and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.

4. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.

2. If the Contract is awarded to Bidder, within fourteen (14) Calendar Days, Bidder shall execute the Contract and all Addenda, submit the required insurance documentation and provide a copy of its business license.

Bidder acknowledges receipt of all addenda:

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on __________________________ [date], at ____ __________________ [city], ____________________ [state].

Bidder's Name (Company): ____

Signature: ______________________________________ Title: ___________________________

Print: ____ Date: ___________________________

CITY OF OXNARD BID SHEETS FOR MAINTENANCE OF WESTPORT COMMNITY FACILITIES DISTRICT

	MONTHLY SERVICE LEVELS		
District Name	**A Level of Service[1]**	**B Level of Service[1]**	**Total (for each row)**
Westport CFD	$	$	$

[1]Please refer to City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Chart, available at the end of the Special Provisions, for service levels and frequency of operations.

Bidder's Name (Company): ______________________________ Date: ____________________

Print: _______________ Signature: ______________________ Title: ____________________

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org

CITY OF OXNARD CALIFORNIA

October 19, 2017

ADDENDUM #1
BID No. Landscape Maintenance of Westport Community Facility District
Scheduled Bid Closing Date: Thursday, November 2, 2017 at 2:00 p.m.

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- Regarding the map all areas colored coded will be considered as "common area" and be considered for bidding purposes?

  Yes, all areas should be considered as part of the bid. Specifically, if you visit the site and see areas that are not accurate according to the map, for example, the map shows turf, but the area is dead or bald, assume there is turf there. In the case of shrubs and plant materials, if the area is dead or bald, assume a like material will be planted at some point and you will be responsible for maintaining it.

- 4000-5 Define "Small" amounts of graffiti?

  Any graffiti 12" x 12" or smaller is considered a small amount.

- 4000-5 this seems difficult to foreshadow in to our total labor cost. Can this be a case by case cost?

  This item is to be included in your total bid. The expectation is that you will be utilizing the crew you already having working on property. Because your team is on the property all week long, it is more efficient to utilize the existing crew for clean-up for small graffiti jobs.

- 4000-6 this seems difficult to foreshadow in to our total labor cost. Can this be a case by case cost?

This item is to be included in your total bid. As mentioned previously, utilizing the crew already on the property is more cost effective than hiring an outside company.

- 4000-5 What does the city deem as excessive graffiti?

  Anything larger than 12" x 12" in size

- What is the expectation regarding days of service and crew requirements?

  For A level of service, the crew should be on property 8 hours a day, 3 days per week, Monday-Friday. This must include a full time irrigation technician and a crew supervisor. On the other two days, one employee is required to be on site for trash pick-up, graffiti removal, etc. as needed. For B level of Service, there is no minimum on property requirement, but there must be a full time irrigation technician and a crew supervisor on site during scheduled service days, excluding trash pick-up days.

Addendum #1 received: Date____

Received by:____

Name & Title, printed:____

Company:____

Address:____

____

Telephone Number, including Area Code:______________________________

Fax Number, including Area Code: ______________________________

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org

CITY OF OXNARD CALIFORNIA

October 24, 2017

ADDENDUM #2
BID No. Landscape Maintenance of Westport CFD
Scheduled Bid Closing Date: November 2, 2017 at 2:00 p.m.

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- How do you determine Service level A, B, C etc. What are the levels of service and where on the map?

  City Response: **You should be bidding for the entire project (the District) under Service Level A and Service Level B. Please do not attempt to split out the District into sections that are Level A and Level B. The lowest bidder will be determined by the monthly cost for Service Level A and Service Level B. Those two monthly costs will be added together and the lowest bidder will be awarded the contract, this is why it is critical that you bid the entire District at that service level.**

- I wanted to clarify that all trees highlighted in Blue will be part of the bid? Is this trimming up to 12' or is it pricing for "Full" tree service?

  City Response: **All of the trees noted on the map are included within the scope of the contract. You are expected to maintain the trees according to the tree section in the Service Level document. The only exception is the tall palm trees located on Wooley Road. Those palm trees will be trimmed annually by an outside contractor. However, if any palm fronds or other debris fall from those palm trees, you are expected to dispose of it. You are also still responsible for fertilization, weed and pest control, etc. per the scope and Service Level Document. Only the annual tree trimming is excluded from this contract.**

Addendum #1 received: Date____

Received by:____

Name & Title, printed:____

Company:____

Address:____

____

Telephone Number, including Area Code:________________________________

Fax Number, including Area Code: __________________________________

BID PACKET

CITY OF OXNARD CALIFORNIA

FOR

LANDSCAPE MAINTENANCE OF WESTPORT COMMUNITY FACILITIES DISTRICT

Submitted by:

Contractor's Name: Garcia's Landscaping Maintenance Inc.

Address: 2101 Hughes Dr.

City: Oxnard State: CA. Zip Code: 93033

Contact Person: Tenley Garcia Phone: 805-479-0168

Email: garciasbiz@gmail.com Date: 10-30-17

BID FOR MAINTENANCE OF WESTPORT COMMUNITY FACILITIES DISTRICT

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Westport Community Facilities District ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed and materials to be furnished.

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

3. The Bid includes all taxes, fees, transportation and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.

4. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.

2. If the Contract is awarded to Bidder, within fourteen (14) Calendar Days, Bidder shall execute the Contract and all Addenda, submit the required insurance documentation and provide a copy of its business license.

Bidder acknowledges receipt of all addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	10-19-17	#03	10-12-17
#02	10-25-17	#04	10-12-17

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 30, 2017 [date], at Oxnard [city], California [state].

Bidder's Name (Company): Garcia's Landscaping Maintenance Inc.

Signature: [signature] Title: Secretary

Print: Tenley Garcia Date: 10-30-17

CITY OF OXNARD BID SHEETS FOR MAINTENANCE OF WESTPORT COMMNITY FACILITIES DISTRICT

	MONTHLY SERVICE LEVELS		
District Name	A Level of Service[1]	B Level of Service[1]	Total (for each row)
Westport CFD	$ 13,466	$ 8,986	$ 22,452.—

[1]Please refer to City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Chart, available at the end of the Special Provisions, for service levels and frequency of operations.

Bidder's Name (Company): Garcia's Landscaping Date: 10-30-17

Print: Terley Garcia Signature: [signature] Title: Secretary

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org

CITY OF OXNARD CALIFORNIA

October 19, 2017

ADDENDUM #1
BID No. Landscape Maintenance of Westport Community Facility District
Scheduled Bid Closing Date: Thursday, November 2, 2017 at 2:00 p.m.

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- Regarding the map all areas colored coded will be considered as "common area" and be considered for bidding purposes?

  Yes, all areas should be considered as part of the bid. Specifically, if you visit the site and see areas that are not accurate according to the map, for example, the map shows turf, but the area is dead or bald, assume there is turf there. In the case of shrubs and plant materials, if the area is dead or bald, assume a like material will be planted at some point and you will be responsible for maintaining it.

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- What is the expectation regarding days of service and crew requirements?

  For A level of service, the crew should be on property 8 hours a day, 3 days per week, Monday-Friday. This must include a full time irrigation technician and a crew supervisor. On the other two days, one employee is required to be on site for trash pick-up, graffiti removal, etc. as needed. For B level of Service, there is no minimum on property requirement, but there must be a full time irrigation technician and a crew supervisor on site during scheduled service days, excluding trash pick-up days.

Addendum #1 received: Date 10-19-17

Received by: [signature]

Name & Title, printed: Tenley Garcia, Secretary

Company: Garcia's Landscaping Maintenance Inc.

Address: 2101 Hughes Dr.

Oxnard, CA 93033

Telephone Number, including Area Code: 805-479-0168

Fax Number, including Area Code: 805-485-9627

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org

CITY OF OXNARD CALIFORNIA

October 24, 2017

ADDENDUM #2
BID No. Landscape Maintenance of Westport CFD
Scheduled Bid Closing Date: November 2, 2017 at 2:00 p.m.

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- How do you determine Service level A, B, C etc. What are the levels of service and where on the map?

  City Response: **You should be bidding for the entire project (the District) under Service Level A and Service Level B. Please do not attempt to split out the District into sections that are Level A and Level B. The lowest bidder will be determined by the monthly cost for Service Level A and Service Level B. Those two monthly costs will be added together and the lowest bidder will be awarded the contract, this is why it is critical that you bid the entire District at that service level.**

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Addendum #1 received: Date 10-25-17

Received by: [signature]

Name & Title, printed: Tenley Garcia, Secretary

Company: Garcia's Landscaping Maintenance Inc.

Address: 2101 Hughes Dr.

Oxnard, CA. 93033

Telephone Number, including Area Code: 805-479-0168

Fax Number, including Area Code: 805-485-9627

BID PACKET

CITY OF OXNARD CALIFORNIA

FOR

LANDSCAPE MAINTENANCE OF WESTPORT COMMUNITY FACILITIES DISTRICT

Submitted by:

Contractor's Name: LANDSCAPE DEVELOPMENT, INC.

Address: 28447 WITHERSPOON PKWY

City: VALENCIA State: CA Zip Code: 91355

Contact Person: RON REITZ Phone: 661-295-1970

Email: rreitz@landscapedevelopment.com Date: 11/1/17

BID FOR MAINTENANCE OF WESTPORT COMMUNITY FACILITIES DISTRICT

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Westport Community Facilities District ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed and materials to be furnished.

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

3. The Bid includes all taxes, fees, transportation and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.

4. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.

2. If the Contract is awarded to Bidder, within fourteen (14) Calendar Days, Bidder shall execute the Contract and all Addenda, submit the required insurance documentation and provide a copy of its business license.

Bidder acknowledges receipt of all addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	10/19	#03	
#02	10/24	#04	

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11/1/17 [date], at VALENCIA [city], CALIFORNIA [state].

Bidder's Name (Company): LANDSCAPE DEVELOPMENT, INC.

Signature: [signature] Title: DIVISION PRESIDENT

Print: RON KEITZ Date: 11/1/17

CITY OF OXNARD BID SHEETS FOR MAINTENANCE OF WESTPORT COMMNITY FACILITIES DISTRICT

	MONTHLY SERVICE LEVELS		
District Name	A Level of Service[1]	B Level of Service[1]	Total (for each row)
Westport CFD	$ 17,200	$ 10,750	$ 27,950

[1]Please refer to City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Chart, available at the end of the Special Provisions, for service levels and frequency of operations.

Bidder's Name (Company): LANDSCAPE DEVELOPMENT, INC. Date: 11/1/17

Print: RON REITZ Signature: [signature] Title: DIVISION PRESIDENT

Addendum #1 received: Date 10/24/17

Received by: Ron Reitz

Name & Title, printed: Division President

Company: Landscape Development, Inc.

Address: 28447 Witherspoon Pkwy
Valencia, CA 91355

Telephone Number, including Area Code: 661-295-1970

Fax Number, including Area Code: 661-295-1969

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org

CITY OF OXNARD CALIFORNIA

October 24, 2017

ADDENDUM #2
BID No. Landscape Maintenance of Westport CFD
Scheduled Bid Closing Date: November 2, 2017 at 2:00 p.m.

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- How do you determine Service level A, B, C etc. What are the levels of service and where on the map?

  City Response: **You should be bidding for the entire project (the District) under Service Level A and Service Level B. Please do not attempt to split out the District into sections that are Level A and Level B. The lowest bidder will be determined by the monthly cost for Service Level A and Service Level B. Those two monthly costs will be added together and the lowest bidder will be awarded the contract, this is why it is critical that you bid the entire District at that service level.**

- I wanted to clarify that all trees highlighted in Blue will be part of the bid? Is this trimming up to 12' or is it pricing for "Full" tree service?

  City Response: **All of the trees noted on the map are included within the scope of the contract. You are expected to maintain the trees according to the tree section in the Service Level document. The only exception is the tall palm trees located on Wooley Road. Those palm trees will be trimmed annually by an outside contractor. However, if any palm fronds or other debris fall from those palm trees, you are expected to dispose of it. You are also still responsible for fertilization, weed and pest control, etc. per the scope and Service Level Document. Only the annual tree trimming is excluded from this contract.**

This item is to be included in your total bid. As mentioned previously, utilizing the crew already on the property is more cost effective than hiring an outside company.

- 4000-5 What does the city deem as excessive graffiti?

  Anything larger than 12" x 12" in size

- What is the expectation regarding days of service and crew requirements?

  For A level of service, the crew should be on property 8 hours a day, 3 days per week, Monday-Friday. This must include a full time irrigation technician and a crew supervisor. On the other two days, one employee is required to be on site for trash pick-up, graffiti removal, etc. as needed. For B level of Service, there is no minimum on property requirement, but there must be a full time irrigation technician and a crew supervisor on site during scheduled service days, excluding trash pick-up days.

Addendum #1 received: Date 10/19/17

Received by: RON REITZ

Name & Title, printed: DIVISION PRESIDENT

Company: LANDSCAPE DEVELOPMENT, INC.

Address: 28447 WITHERSPOON PKWY
VALENCIA, CA 91355

Telephone Number, including Area Code: 661-295-1970

Fax Number, including Area Code: 661-295-1969

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org

CITY OF
OXNARD
CALIFORNIA

October 19, 2017

ADDENDUM #1
BID No. Landscape Maintenance of Westport Community Facility District
Scheduled Bid Closing Date: Thursday, November 2, 2017 at 2:00 p.m.

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- Regarding the map all areas colored coded will be considered as "common area" and be considered for bidding purposes?

  Yes, all areas should be considered as part of the bid. Specifically, if you visit the site and see areas that are not accurate according to the map, for example, the map shows turf, but the area is dead or bald, assume there is turf there. In the case of shrubs and plant materials, if the area is dead or bald, assume a like material will be planted at some point and you will be responsible for maintaining it.

- 4000-5 Define "Small" amounts of graffiti?

  Any graffiti 12" x 12" or smaller is considered a small amount.

- 4000-5 this seems difficult to foreshadow in to our total labor cost. Can this be a case by case cost?

  This item is to be included in your total bid. The expectation is that you will be utilizing the crew you already having working on property. Because your team is on the property all week long, it is more efficient to utilize the existing crew for clean-up for small graffiti jobs.

- 4000-6 this seems difficult to foreshadow in to our total labor cost. Can this be a case by case cost?

BID PACKET

CITY OF
OXNARD
CALIFORNIA

FOR

LANDSCAPE MAINTENANCE OF WESTPORT COMMUNITY FACILITIES DISTRICT

Submitted by: Bill Jacobson

Contractor's Name: BrightView Landscape

Address: 2910 Sherwin Ave

City: Ventura State: CA Zip Code: 93003

Contact Person: Bill Jacobson Phone: 818-384-6667

Email: William.jacobson@brightview.com Date 11/1/2017

BID FOR MAINTENANCE OF WESTPORT COMMUNITY FACILITIES DISTRICT

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Westport Community Facilities District ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed and materials to be furnished.

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

3. The Bid includes all taxes, fees, transportation and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.

4. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.

2. If the Contract is awarded to Bidder, within fourteen (14) Calendar Days, Bidder shall execute the Contract and all Addenda, submit the required insurance documentation and provide a copy of its business license.

Bidder acknowledges receipt of all addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	10/19/2017	#03	
#02	10/25/2017	#04	

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on [date], at 11/2/2017 Oxnard [city], CA [state].

Bidder's Name (Company): BrightView Landscape Services Inc.

Title: Regional VP of Operations

Signature: RR

Date: 11/2/17

Print: Rene Rivera

CITY OF OXNARD BID SHEETS FOR MAINTENANCE OF WESTPORT COMMNITY FACILITIES DISTRICT

	MONTHLY SERVICE LEVELS		
District Name	A level of Service[1]	B level of Service[1]	Total(for each row)
Westport CFD	$15,444 per month	$11,336 per month	$26,780 per month

[1]Please refer to City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Chart, available at the end of the Special Provisions, for service levels and frequency of operations.

Bidder's Name (Company): BrightView Landscape Services Inc. Date:

Print: Rene Rivera Signature: RR Title: Regional VP of Operations

City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Version 3

Turf Maintenance Schedule	Frequency	Level of Service				
		A	B	C	D	F
Mowing, Edging & Trimming around sprinkler heads	Weekly	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X
Aerate to relieve compaction and stress	3x per Year	X				
	Annually		X	X	X	
	Not Performed					X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X		
	Not performed				X	X
Overseed Stressed Areas	Bi-Annually	X				
	Annually		X	X		
	Not Performed				X	X

Fertilization Schedule	Frequency	Level of Service				
		A	B	C	D	F
Turf	Quarterly	X				
	Bi-annually		X			
	Annually			X	X	
	None					X
Shrubs, Ground Cover and Vines	Monthly	X				
	Quarterly		X			
	Bi-annually			X		
	Annually				X	
	None					X

Trash and Debris Removal	Frequency	Level of Service				
		A	B	C	D	F
Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters	Daily	X				
	Weekly		X	X	X	
	Monthly					
	Not Performed					X

Graffiti	Frequency	Level of Service				
		A	B	C	D	F
Inspect and remove as needed	Daily	X				
	Weekly		X			
	Every two weeks			X		
	Monthly				X	
	When reported					X

Pest Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all plant pests. within the landscape on designated service days	Spray and Treat as required	X	X	X	X	
	Not performed					X

Weed Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all weeds within the landscapeas scheduled	Daily	X				
	Every 2 Weeks		X			
	Every Third Week			X Monthly		
				X Quarterly		
					X	

City of Oxnard Landscape Maintenance Service Levels and Frequency of Olperat1ons for Assessment O1stncts Vers1on 3

Irrigation	Frequency	Level of Service A	B	C	D	F
Inspect and adjust/repair as needed	Daily	X				
	Every two weeks		X			
	EvervThird week			X		
	Quarterly				X	
	Respond to complaints					X

Pruning and Trimming Schedule		Frequency	Level of Service A	B	C	D	F
Groundcover/ Vines/Shrubs	Trim to prevent encroachment	Weekly	X				
		Monthly		X	X		
		Quarterly				X	
		Semi-annually					X
Trees	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly		X				
	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly			X			
	Trim as needed to prevent encroachments or hazards				X	X	
	Report encroachments or hazards						X

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 5**

DATE: December 13, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Steve Naveau
Director of Human Resources

SUBJECT: Budget Appropriation from Fund Balance - Public Liability Fund

CONTACT: Steve Naveau, Director of Human Resources
Steve.Naveau@oxnard.org, 385-7947

RECOMMENDATION:

That City Council approve a budget appropriation in the amount of $900,000 from the Public Liability Fund for the purpose of increasing the budget for liability claims expenses. This request is due to the increase in liability premiums and liability claims. This has no impact on the City's General Fund reserves.

BACKGROUND

Though November of the current Fiscal Year 2017-18, the Public Liability Fund (Fund 701) has experienced higher-than-normal costs to date. The increase is a result of the following two factors:

Increased Excess Insurance Premium

The City pays excess liability insurance premiums to the Big Independent Cities Excess Pool ("BICEP") which provides $25 million in liability insurance coverage to the City in excess of a $1 million self-insured retention. Compared to FY 2016-17, the cost for this coverage rose by 13%, from $1,123,296 in Fiscal Year 2016-17 to $1,268,248 in Fiscal Year 2017-18. This is a result of a tightening insurance market coupled with an increase in losses reported by BICEP. The increase was not offset by a corresponding dividend for prior

years' loss experience, as it had been in recent years. For example, in FY 2016-17, Oxnard received a dividend distribution of $595,992 from BICEP, resulting in a net premium of $527,304 (e.g., $1,123,296 - $595,992). In Fiscal Year 2017-18, no such dividend was issued. As a result, the City had to pay the full premium of $1,268,248.

It should be noted that BICEP does not know the premium amount for the upcoming fiscal year until late June annually, well after the City has already finalized its budget. Due to the volatile insurance marketplace, this makes projecting the insurance premium more challenging.

<u>**Increased Liability Claims Expenses**</u>

Through November 30, 2017, liability claims expenses have totaled $1,140,339. Of this total, nearly 65% ($735,000) is related to the settlement of one large claim. Over the past three fiscal years, liability claims expenses have averaged approximately $2 million annually. Therefore, an increase in the budget for liability claims of $900,000 is warranted.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no impact to the City's General Fund in Fiscal Year 2017-18 as a result of this appropriation. The Public Liability Fund Balance estimated at $1,370,114.49 at 6/30/2017 (unaudited) will be reduced to an estimated $470,114.49. In future years beginning in Fiscal Year 2018-19, increased internal service fund charges to all funds (including the General Fund) will likely be necessary in order to increase reserves for future claims expenses.

ATTACHMENTS:

Attachment A: Budget Appropriation

REQUEST FOR BUDGET APPROPRIATION

Department: Human Resources **Date:** December 6, 2017

Project/Program Manager: Mike More **Phone:** (805) 385-7480

Reason for Appropriation:

Increase Liability Claims Expense Account Budget.

Accounts and Descriptions		**AMOUNT**
Fund: Public Liability Fund (701)		
Expenditures/Transfers Out		
Human Resources Department		
701-1704-852-8251	LIABILITY CLAIMS EXPENSE	900,000
	Sub-total Expenditures	900,000
	Net Change to Fund Balance	**(900,000)**
	Net Appropriation Change	**900,000**

Approvals

Department Director Mike More for

Chief Financial Officer ____________________

City Manager ____________________

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only)____________

BA Doc# (Finance Use Only)__________

Revised : 2/23/2012

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 6**

DATE: December 13, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Scott Whitney
Police Chief

SUBJECT: Resolution Commending Margaret Tobin for Over Thirty-Four Years of Service.

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

RECOMMENDATION:

That City Council adopt a resolution commending Margaret Tobin for over thirty-four years of exemplary service to the City of Oxnard.

ATTACHMENTS:

Attachment A: - Resolution - Margaret Tobin

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD COMMENDING MARGARET TOBIN FOR OVER THIRTY-FOUR YEARS OF SERVICE TO THE CITY OF OXNARD

WHEREAS, Margaret Tobin has given over thirty-four years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Margaret Tobin began her career with the City of Oxnard as a temporary Police Cadet on October 31, 1983. On March 20, 1988, she became a permanent City employee as a Police Cadet. She became a Police Clerk I in 1993 and quickly rose up the ranks as a Police Clerk II in 1994 and a Police Clerk III in 1996. On April 4, 2005, she was promoted to her position as Police Records Supervisor where she helped oversee the Police Records Unit for over twelve (12) years. Ms. Tobin remained as the Police Records Supervisor until her departure on November 3, 2017; and

WHEREAS, Margaret Tobin assisted with the digitalization of all records within the Police Department and was instrumental in numerous philanthropic and community-based efforts including the American Cancer Society's Relay for Life, Breast Cancer Awareness Month, and annual Department blood drives.

WHEREAS, Margaret Tobin, a graduate of Santa Clara High School, always maintained a deep connection to the City she grew up in and will continue to live in Oxnard with her husband, Tim. Margaret's legacy at the Oxnard Police Department lives on with her daughter, Shana, who is a Public Safety Dispatcher with the Department. Margaret will be sorely missed at the Police Department as she always placed an emphasis on customer service and was respected by everyone she worked with as someone who had a huge heart.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Margaret Tobin for over thirty-four years of outstanding service to the City of Oxnard and extend best wishes to her in her continuing endeavors.

PASSED AND ADOPTED this 13th day of December, 2017 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 OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: 7

DATE: December 13, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Thien Ng
Interim Public Works Director

Thien Ng

SUBJECT: First Amendment to Purchase Order No. 5738 with Toter, Incorporated for Supply and Delivery of Residential Waste and Recycle Containers

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That the City Council approves and authorizes the Mayor to execute a First Amendment to Purchase Order No. 5738 with Toter Incorporated (Toter) to increase the total amount by $65,000 from an original purchase order value of $229,325 to $294,325, and to extend the term to January 31, 2018, for the supply and delivery of residential waste and recycle containers. Funding is from the Environmental Resources Enterprise fund and grant-related funding.

BACKGROUND

The Environmental Resources Division (ER) is recommending a First Amendment to Purchase Order No. 5738 for up to 950 automated residential waste collection carts and parts such as wheels, axles, and lids. The amended Purchase Order will not exceed the amount of $65,000 for the term ending January 31, 2018. The Purchase Order addresses the container replacement program for the residential collection program that includes an assortment of residential waste, recycling, green waste carts and assorted parts. It also allows the City to purchase carts for recently annexed areas and community developments. The City was awarded a grant from CalRecycle that provides funding to purchase recycling carts for multi-family complexes that are now required to have commercial recycling. Over time and through regular use, residential containers wear out. Containers overtime are reported damaged or lost, and their replacement depletes the City's inventory. Adequate inventories of containers and parts on hand will allow the City to continue providing excellent customer service and shorter response times.

Due to customer demand and a depleted container inventory, the timely acquisition of containers is required. ER has obtained pricing of containers from the National Intergovernmental Purchasing Alliance Company (National IPA). The National IPA maintains a collection of pre-negotiated contracts from vendors for government agencies to view and make competitive purchases with the knowledge that all legal procurement obligations have been verified. The City is a member agency of the National IPA. The pre-negotiated contracts enable government agencies to simplify and accelerate their procurement processes. Using the National IPA agreement, the City will acquire the new containers with competitive pricing, and the containers will be delivered as soon as possible.

The National IPA awarded an agreement to the firm Toter, Incorporated to provide residential refuse containers. Toter meets all container specifications compatible with the City's operation. Toter manufactures containers using advanced rotational molding making their containers more durable with longer lasting life cycles compared to companies that use injection molded containers. Toter containers are delivered fully stacked, nestled and assembled allowing for productive and greater payload deliveries at reduced freight cost. Toter has a manufacturing facility in Fresno, California, which provides a reasonable proximity for quicker response time for maintenance and replacement parts. Toter containers are made with 50% recycled content with fully sealed construction for refuse, recycle and organics collections.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is sufficient funding for this contact amendment in Fiscal Year 2017-18. The cost will be funded from budgeted ER Residential Collection Minor Equipment (Account Number 631-6307-843-8134) and CalRecycle Grant Project No. 775554 (Account No. 219-5550-805-8109) to provide for the purchase of containers and parts. Based on current expenditure appropriations of $44.59 Million, the estimated unaudited year-end undesignated FY17-18 Fund Balance for ER Unrestricted Operating Fund 631 based on current appropriation is $17.08 Million.

ATTACHMENTS:

Attachment A: Amended Purchase Order No. 5738

CITY OF OXNARD CALIFORNIA

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 005738

DATE: 10/30/2017

VENDOR PHONE: (559)875-7130
VENDOR FAX: (559)875-7135
VENDOR #: 5050
VENDOR ADDRESS: TOTER INCORPORATED
P.O. BOX 5338
STATESVILLE, NC 28687-5338

SHIP TO: ENVIRONMENTAL RESOURCES
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
01/13/2016	0000002521	01/13/2016	SHERRY HUNT/CREDIT MANAGE
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	63163078438134		PATRICIA GARCIA

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
		CHANGE ORDER		
1	229,325.00 / DL	RESIDENTIAL CARTS AND PARTS	1.0000	229,325.00
2	65,000.00 / DL	RESIDENTIAL CARTS AND PARTS	1.0000	65,000.00

7/28/16 - CCRC OK 01/12/16 - JOINT PURCHASE AGREEMENT WITH NIPA. CITY MANAGER APPROVED ON (CC MEETING OF 2/23/16). EXPIRES: 12/31/17.

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO.
005738

DATE: 10/30/2017

VENDOR PHONE: (559)875-7130
VENDOR FAX: (559)875-7135
VENDOR #: 5050
VENDOR ADDRESS: TOTER INCORPORATED
P.O. BOX 5338
STATESVILLE, NC 28687-5338

SHIP TO: ENVIRONMENTAL RESOURCES
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
01/13/2016	0000002521	01/13/2016	SHERRY HUNT/CREDIT MANAGE
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	63163078438134		PATRICIA GARCIA

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

TOTAL PURCHASE AMOUNT	**$294,325.00**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE. ________________________

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
      ii. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
   a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
   b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
   c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
   d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 1

DATE: December 13, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Budget Appropriation for Donations (5/15/5)

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, 385-7475

RECOMMENDATION:

That the City Council approves the budget appropriation of $106,955, as per the attached Budget Adjustment form, for the operational costs of the Senior Excursions, Tamale Festival and the Showmobile for FY2017-18. There is no General Fund impact from this recommendation; rather the funds being appropriated originated in the Fund 571 – Donations.

BACKGROUND

Historically, certain donation activities, of recreation programs and services were set up via privation donation trust fund for staff to make deposits for programs and services, and subsequently expend from the same account without budget consideration. In some cases, the revenues received were true donations, and in other cases, the revenue was for services provided.

However, all expenditures, regardless of funding sources, require City Council approval. This request for new appropriation will align the necessary expenditures with the services provided by the Recreation department. The requested budget appropriations for tonight’s agenda item are for the Tamale Festival, Senior Excursions, and the Showmobile. The funds requested are not from the General Fund Reserves; rather these are funds that were transferred from the old Donations Fund and into the General Fund. This appropriation will only allow for those funds that were transferred to be expensed.

<u>Senior Excursions - $45,582</u>

The Senior Excursions donations account was established to assist in recovering costs for both day and weekend trips for the participants and caregivers within the Senior Services program. The excursions are common components of Senior Services throughout the country as a quality of life benefit for the older citizens by providing opportunities for seniors to engage in cultural arts activities, socialization, and continued education. The participants and caregivers pay a fee for their costs to participate, the fees would then be deposited into the donation account and the excursion costs would be charged to the same account providing full cost recovery for each of the excursions.

<u>Showmobile - $28,860</u>

The Showmobile Donations account was established to offset the costs for maintenance and operation. The Showmobile is a large mobile stage that is towed to locations all over Oxnard, and opens up into an outdoor raised performance stage operated by Oxnard City Corps. The stage is used for both City Events and by outside organizations. The fees for use of the stage were developed based on staff costs and periodic maintenance to the equipment. When the stage is reserved the fees are collected and deposited into the donations account which would then be charged for staff costs and repairs as needed, this is done to ensure that there is not an impact to the general fund which would in turn impact available programming to the community.

<u>Tamale Festival - $32,513</u>

In 2015, the Recreation Division was instructed by City Management to completely assume the operation and management for the annual Tamale Festival and to recover 100% of the costs. The Tamale Festival donation account was then established by Finance in order to collect sponsorship funds and to directly pay for the expenditures associated with the event. For the past two years the event has been able to not only meet but exceed the cost recovery expectations for the event. Since there is no General Fund budget for the event it is imperative that an account is available to not only deposit these revenues, but charge expenditures to ensure the continued cost recovery requirement.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no additional financial impact to the City's General Fund or its reserves. Of the

$106,955 requested for appropriation, $45,132 had originally been placed into Fund 571 – Private Donation Trust Fund. These funds should have actually been deposited into the City's General Fund and then a budget appropriation requested to spend the funds. However, past practice was to deposit and spend from the same account without budgeted appropriation. This new process will account for all donation revenue and for appropriation to spend the funds. The budget appropriation recognizes and appropriate 1) revenue anticipated for FY17-18 for each program and 2) transfer of donations received to date from Private Donation Trust Fund to the program as follows:

Program	**FY17-18 Anticipated Revenue**	**Revenues previously received & transfer from Private Donation Trust Fund**	**Total Appropriation**
Senior Excursions	20,150	25,432	45,582
Showmobile	23,460	5,400	28,860
Tamale Festival	18,213	14,300	32,513
Total	**$ 61,823**	**$ 45,132**	**$ 106,955**

ATTACHMENTS:

11-27-17 BA Request - RECREATION

REQUEST FOR BUDGET APPROPRIATION

Department: Recreation & Community
Project/Program Various
Manager: Terrel Harrison
Date: November 9, 2017
Phone: x7994

Reason for Appropriation:

1) Appropriate FY17 funds to expenditure accounts for Senior Excursions, Showmobile and Tamale Festival. Cash transferred from Donations to GF per JV 1713-616. 2) Recognize anticipated revenue and expenditures for FY18 for Senior Excursions, Showmobile and Tamale Festival.

Accounts and Descriptions		**AMOUNT**
Fund: 101-5501-GENERAL FUND		
(1) Expenditures/Transfers Out		
Senior Excursions (I55181)		
101-5501-805-8104	Supplies-Shop & Field	3,000
101-5501-805-8209	Services/Other Professional/Contract	17,150
Showmobile (I55182)		
101-5501-805-8104	Supplies-Shop & Field	1,500
101-5501-805-8439		21,960
Tamale Festival (I55183)		
101-5501-805-8136	Supplies-Shop & Field	9,173
101-5501-805-8209	Services/Other Professional/Contract	8,412
101-5501-805-8216	Printing & Binding	628
	Sub-total Expenditures	61,823
(2) Revenues/Transfers In		
Senior Excursions/Showmobile/Tamale Festival		
101-5501-554-7366	Special Activity Fees	45,132
	Sub-total Revenues	45,132
(2) Expenditures/Transfers Out		
Senior Excursions (I55181)		
101-5501-805-8001	Direct Labor - Regular	4,000
101-5501-805-8104	Supplies-Shop & Field	12,000
101-5501-805-8209	Services/Other Professional/Contract	9,432
Showmobile (I55182)		
101-5501-805-8001	Direct Labor - Regular	3,132
101-5501-805-8002	Direct Labor - Temporary	2,084
101-5501-805-8104	Supplies-Shop & Field	184
Tamale Festival (I55183)		
101-5501-805-8001	Direct Labor - Regular	5,053
101-5501-805-8002	Direct Labor - Temporary	8,657
101-5501-805-8216	Printing & Binding	590
	Sub-total Expenditures	45,132
	Net Change to Fund Balance	**(61,823)**
	Net Appropriation Change	**106,955**

Approvals

Department Director ______________________

Chief Financial Officer ______________________

City Manager ______________________ ACM Initial

REQUEST FOR BUDGET APPROPRIATION

Department: Recreation & Community
Project/Program Senior Centers
Manager: Terrel Harrison

Date: November 9, 2017
Phone: x7994

Reason for Appropriation:

Recognize revenue and expenditures for City's three senior centers. Program revenues helps offset the costs to provide Senior programming such as luncheons, bingo, holiday parties, and supplies.

Accounts and Descriptions		**AMOUNT**
Fund: 101-5503-GENERAL FUND		
Revenues/Transfers In		
Senior Center (I55184)		
101-5503-554-7366	Special Activity Fees	17,880
	Sub-total Revenues	17,880
Expenditures/Transfers Out		
Senior Center (I55184)		
101-5503-805-8104	Supplies-Shop & Field	2,500
101-5503-805-8109	Supplies-Other	9,810
101-5503-805-8209	Services/Other Professional/Contracts	5,570
	Sub-total Expenditures	17,880
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**0**

Approvals

Department Director ______________________

Chief Financial Officer BV ______________________

City Manager ______________________ ACM Initial

BA# (Finance Use Only)____________
BA Doc# (Finance Use Only)__________
Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

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CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 2

CITY OF OXNARD CALIFORNIA

DATE: December 13, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Jim Throop
Chief Financial Officer

Deanne Purcell

SUBJECT: Approval of a Budget Appropriation from Waterways District to Remove/Replace Cypress Trees (5/5/5)

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, 385-7475

RECOMMENDATION:

That the City Council:
1. Approve a budget appropriation in the amount of $42,000 for the emergency removal of fifty (50) dead Cypress Trees along Harbor Blvd. in the Waterways Assessment District.
2. Approve a budget appropriation in the amount of $15,000 for irrigation repairs and the replacement of trees with a similar tree and/or plant material along Harbor Boulevard.

BACKGROUND

In the Waterways Assessment District, along the east side of Harbor Boulevard between Eastbourne Bay and Channel Islands Boulevard, the street is lined with Cypress Trees. Fifty (50) of the Cypress trees have died. These dead trees pose a potential risk to public safety. During this past winter season, seven (7) trees fell. During the most recent wind events, an additional two (2) trees fell.

During a recent inspection by City staff, it was noted that the majority of these dead trees are on the side of a slanted hill and may have posed a risk to the public and personal property. As a result, City staff deemed it necessary to remove the trees immediately in order to alleviate the potential risk. Fifty (50) Cypress trees were removed the week of November 13, 2017. The cost for the removals was $42,000.

Additionally, as a result of the removals, residents requested replanting to provide a sound barrier from the busy roadway. The additional cost for irrigation repairs and replanting will be $15,000.

The Channel Islands Waterfront Homeowners Association has submitted a letter of support for this project, Attachment A.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The funding for the trees removals and replanting requires additional appropriations in the amount of $57,000 from Waterways Assessment District Fund 121 Fund Balance (Attachment B). The estimated undesignated unreserved fund balance after this appropriation will be approximately $730,000 based on FY17-18 Budget and preliminary unaudited fund balance for FY16-17.

ATTACHMENTS:

Attachment A: CIWHA Correspondence, 11/13/17

Attachment B: Request for Budget Adjustment

Channel Islands
Waterfront Homeowners Association

November 13, 2017

Ms. Sandra Burkhart
Special Districts Manager
City of Oxnard

RE: Tree removal along Harbor Blvd

Dear Ms. Burkhart,

The Board of the Channel Islands Waterfront Homeowners Association is concerned about the dying trees along Harbor Blvd. The trees have become an eyesore and no longer provide a visual separation between the highway and the adjacent homes. The trees have also become a hazard. The homeowners in the area are worried that the dying trees may fall and either injure a pedestrian or damage adjacent property.

As a Board, we feel that is imperative that these trees be removed before the winter storms uproot them. We request that the City of Oxnard remove the trees and replace them as soon as possible with similar vegetation.

Thank you for your assistance.

Sincerely,

Bill Clark

Bill Clark
President of the CIWHOA

ATTACHMENT B
REQUEST FOR BUDGET APPROPRIATION

Department: Finance

Date: December 13, 2017

Project/Program Manager: Sandra Burkhart

Phone: (805) 385-7496

Reason for Appropriation:

Appropriate funds from surplus fund balance of the Waterways Assessment District for removal of dead Cypress trees and replanting along Harbor Blvd., cost exceeding the Fiscal Year 2017-18 adopted budget

Accounts and Descriptions		AMOUNT
Fund: WATERWAYS ASSESSMENT DISTRICT (121)		
Expenditures/Transfers Out		
STREET LANDSCAPING (5702)		
121-5702-804.82-09	CONTRACTS AND SERVICES/OTHER-PROF	57,000
	Sub-total Expenditures	57,000
	Net Change to Fund Balance	**(57,000)**
	Net Appropriation Change	**57,000**

Approvals

Department Director ____________

Chief Financial Officer ____________

City Manager ____________ ACM

BA# (Finance Use Only)____________

BA Doc# (Finance Use Only)____________

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 3

CITY OF OXNARD CALIFORNIA

DATE: December 13, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Urgent Request for Assessment District and Other Contract Amendments (5/10/5)

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, 385-7475

RECOMMENDATION:

That City Council:
1. Authorize the City Manager to immediately terminate all City agreements with Kaneko Landscaping, Inc. (Kaneko);
2. Authorize the City Manager to award and execute an amendment to the agreement with Garcia's Landscape Maintenance (Garcia's) in order to:
   a) Add new districts/projects to Garcia's agreement;
   b) Adjust the levels of service based upon negotiated rates; and
   c) Amend the rates per district/project in accordance with, at most, Garcia's bid rates.
3. Approve a resolution creating a one-time exemption from Resolution No. 13,932's requirement to obtain three (3) price quotations for trade services and authorizing the City Manager to award—for the purposes of providing a) landscape maintenance services to the Waterways Assessment District and b) any other services under any other Kaneko agreement(s) in which no bidding information is available—an agreement or amendment to an existing agreement for up to six (6) months to any licensed company.
4. Approve a budget appropriation in the amount of $13,827 for the current Fiscal Year 2017-18 from fund balance of two Landscape Maintenance Districts for landscape maintenance costs exceeding the current approved budget amount.

BACKGROUND

On Friday, December 1, 2017, we received news that the owner of Kaneko Landscaping, Inc. (Kaneko) passed away unexpectedly. As a result, Kaneko is unable to conduct business with the City until further notice.

Kaneko currently has contracts to maintain 37 landscape maintenance districts (LMDs), the Waterways Assessment District and possibly several other City contracts. Because maintenance services have ended abruptly, the City needs to move quickly to find a new contractor to take over those maintenance responsibilities.

The LMDs were bid out in May 2017. The second lowest bidder was Garcia's Landscape Maintenance, Inc. (Garcia's). City staff have met with Garcia's, discussed the needs within the districts and initiated negotiations of pricing below or at Garcia's bid rates. Garcia's is hiring staff and gearing up in order to take on the additional responsibilities.

The Waterways Assessment District has not been bid out since 2015, and there is no bidding information available. In order to allow staff time to properly bid out this District, City staff is asking for a one-time exemption from the bidding requirement to award a six (6) month agreement during which time staff will property bid out the property. Since that requirement is in Resolution Number 13,932, staff proposes the Council pass the attached resolution for this exemption.

Finally, as staff discovers more Kaneko contracts, if they exist, we need authorization to transfer that work to the second lowest bidder if known and possible, and if not, to a responsible company for up to six (6) months while staff initiates the bidding process.

All such contracts and amendments will be awarded and executed by the City Manager and approved as to form by the City Attorney. If the Council desires, staff can update the Council in three to six months as to the status of this situation.

FINANCIAL IMPACT

All costs associated with these agreements will be charged to the LMDs. Two Districts require a budget appropriation from available fund balances as the new contract costs exceed the current adopted budget. Greystone #23 requires an additional $1,017 and Cameron Ranch #49 requires an additional $12,810 per the attached budget appropriation (Attachment C). All remaining districts funding is within the current adopted Fiscal Year 2017-18 budget.

ATTACHMENTS:

Attachment A: Resolution for bidding exemption

Attachment B: Resolution No. 13932

Attachment C: Budget Appropriation

RESOLUTION NO. ___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD CREATING A ONE-TIME EXEMPTION FROM RESOLUTION NO. 13,932'S REQUIREMENT TO OBTAIN THREE (3) PRICE QUOTATIONS FOR TRADE SERVICES AND AUTHORIZING THE CITY MANAGER TO AWARD—FOR THE PURPOSES OF PROVIDING a) LANDSCAPE MAINTENANCE SERVICES TO THE WATERWAYS ASSESSMENT DISTRICT AND b) ANY OTHER SERVICES UNDER ANY OTHER KANEKO AGREEMENT(S) IN WHICH NO BIDDING INFORMATION IS AVAILABLE—AN AGREEMENT OR AMENDMENT TO AN EXISTING AGREEMENT FOR UP TO SIX (6) MONTHS TO ANY LICENSED COMPANY

THE CITY COUNCIL OF THE CITY OF OXNARD HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

WHEREAS, Section 2(b) of City Council Resolution No. 13,932 requires City staff to obtain price quotations from three (3) vendors before entering into an agreement for trade services, which includes landscape maintenance;

WHEREAS, the City entered into Agreement Nos. 7059-15-CM and 7060-15-CM with Kaneko Landscaping Services, Inc. ("Kaneko"), which agreements have since been amended to expire on June 30, 2018, for the purposes of providing landscape maintenance services to the Waterways Assessment District ("District");

WHEREAS, City staff was notified on December 1, 2017, that due to an emergency, Kaneko will no longer be able to maintain the District or otherwise work for the City, effective immediately;

WHEREAS, the City is amending an existing agreement with Garcia's Landscape Maintenance, Inc. ("Garcia's") to transfer the landscape maintenance districts ("LMDs") that were also maintained by Kaneko since Garcia's was the second lowest bidder for those LMDs;

WHEREAS, the City does not have bid documentation for landscape maintenance of the District and possibly regarding other Kaneko services, so the City is obligated under Resolution No. 13,932 to obtain three (3) price quotations for each such project or services;

WHEREAS, City staff is still searching for any other Kaneko agreements;

WHEREAS, the City does not wish to allow the District and possibly other City landscape maintenance projects to be neglected for the period of time it takes to prepare bid packets, advertise, allow a fair time for bidders to prepare their bids, review the bids, prepare agreements and come before the Council to award those agreements; and

WHEREAS, due to the urgency of the situation, the City Council now wishes to exempt City staff from the requirement of bidding for landscape maintenance at the District and under any other Kaneko agreement(s) and instead award the work for up to six (6) months to a licensed company while staff bids for further landscape maintenance services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1: The Council hereby finds and determines that the foregoing recitals are true and correct.

Section 2: The City Council now wishes to exempt City staff from Resolution Number 13,932's requirement to obtain three (3) price quotations for trade services formerly handled by Kaneko through agreements with the City. This is a one-time exemption.

Section 3: The City Manager is hereby authorized to award—for the purposes of providing a) landscape maintenance services to the District and b) any other services under any other Kaneko agreement(s) in which no bidding information is available—an agreement or amendment to an existing agreement for up to six (6) months to any licensed company, during which time City staff shall bid for further landscape maintenance services.

Section 4: This Resolution shall take effect immediately upon its adoption.

Section 5: The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 13th day of December, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

____
Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

____
Michelle Ascencion, City Clerk

____
Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 13,932

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ESTABLISHING PURCHASING PROCEDURES

WHEREAS, on March 8, 1994, the City Council adopted Resolution No. 10,696, adopting purchasing procedures to implement the City's purchasing ordinance; and

WHEREAS, on February 14, 1995, the City Council adopted Resolution No. 10,854, amending the purchasing procedures; and

WHEREAS, on May 2, 2000, the City Council adopted Resolution No. 11,716 amending the purchasing procedures; and

WHEREAS, on March 7, 2006, the City Council adopted Resolution No. 13,014, amending the purchasing procedures; and

WHEREAS, the City Council wishes to further amend the purchasing procedures in their entirety.

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

1. The purchasing procedures attached hereto as Exhibit A and incorporated herein by reference are adopted.

2. Resolution Nos. 10,696 and 10,854, 11,716, and 13,014 are repealed.

PASSED AND ADOPTED this 16 day of Nov., 2010 by the following vote:

AYES: Councilmembers Holden, Herrera, Maulhardt, Pinkard, and MacDonald.

NOES: None.

ABSENT: None.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

EXHIBIT A

PURCHASING PROCEDURES

Supplies, Equipment and Trade Services

1. Definitions

Definitions of "purchasing agent," "trade services," "professional services," "services" and "certain professional services" are contained in sections 4-1(B), 4-30(A), 4-30(B) and 4-41 of the city code, respectively. For purposes of this resolution, the following additional definition shall apply:

a. "Purchase" includes acquisition by the city or transfer to the city by purchase, lease, lease-purchase, trade or any other method involving the expenditure of money, the relinquishment of property or the creation of debt.

b. "Supplies" and "equipment" are personal property bought, sold or used for and by the city.

2. Purchase of supplies, equipment and trade services

a. City staff may purchase supplies, equipment and trade services costing $2,500 or less and need not obtain bids therefore.

b. After obtaining price quotations from three vendors, city staff may request the purchasing agent to purchase supplies, equipment and trade services costing from $2,500.01 to $25,000.

c. Without complying with the foregoing subsections (a) through (e) of this section 2, city staff and the purchasing agent, as designated by subsections (a) through (e) of this section 2, may purchase supplies, equipment and trade services in cooperation with other public entities by entering into contracts made available through the auspices of another public entity that has complied with its own procedures for making such purchase; provided, however, that if the amount of the purchase exceeds $25,000, the purchasing agent shall first obtain City Council approval of the purchase.

d. If the supplies, equipment or trade services to be purchased can be obtained from only one source, bids or price quotations are not required.

e. City staff and the purchasing agent shall not split or separate purchases into smaller purchases in order to evade the provisions of this resolution.

f. All purchases of supplies, equipment or trade services shall be made by written purchase order, contract or lease, in a form approved by the city attorney, and any amendments thereto or termination thereof shall be in writing in a form approved by the city attorney. Amendments and terminations of purchase orders, contracts and leases may be executed by the persons authorized to execute the purchase orders, contracts and leases; provided, however that such purchase orders, contracts and leases may not be amended to extend the term for more than three years, including the original term.

g. The purchasing agent is authorized to execute purchase orders, contracts and leases for supplies and equipment and contracts for trade services if the amount of the purchase order, contract or lease does not exceed $25,000. The purchasing agent is authorized to execute amendments to purchase orders, contracts and leases for supplies authorized to execute amendments to purchase orders, contracts and leases for supplies and equipment or trade services if the combined amount of the purchase order, contract or lease and the amendment and all previous amendments thereto does not exceed $25,000.

h. Purchase orders, contracts and leases for supplies and equipment and contracts for trade services in an amount over $25,000, and amendments thereto for which the combined amount of the purchase order, contract or lease and the amendment and all previous amendments thereto exceeds $25,000, shall be placed on a city council agenda for approval and execution. In addition, if an executed contract contains a scope of services or line items detailing the cost of particular supplies, equipment or services and any change in such scope of services or line items exceeding $25,000 shall be placed on a City Council agenda for approval.

i. If the city council is not in session and there is an immediate need for execution of a purchase order, contract or lease or amendment thereto referred to in subsection h above, the purchase order, contract or lease or amendment thereto may be executed jointly by the city manager and the highest-ranking available member of the city council. The city manager shall place the jointly executed document on the agenda for ratification at the next regular city council meeting occurring more than five days after execution. All purchase orders, contracts or leases or amendments thereto that are executed jointly shall contain a provision that the document will automatically terminate on the date that ratification is denied.

Professional Services and Certain Professional Services

a. On the request of city staff, the purchasing agent may purchase professional services and certain professional services and execute contracts therefore and amendments thereto and terminations thereof. Contracts for professional services and certain professional services in an amount over $25,000, and amendments thereto for which the combined amount of the contract and the amendment and all previous amendments thereto exceeds $25,000, shall be placed on a city council agenda for approval and execution. If an executed contract contains a scope of services or line of items detailing the cost of particular services, any change in such services or line items exceeding $25,000 shall be placed on a city council agenda for approval. If the city council is not in session and there is an immediate need for execution of such a contract or amendment, the contract or amendment may be executed jointly by the city manager and the highest-ranking available member of the city council. The city manager shall place the jointly executed document on the agenda for ratification at the next regular city council meeting occurring more than five days after execution. All contracts or amendments thereto that are executed jointly shall contain a provision that the document will automatically terminated on the date that ratification is denied.

b. Every purchase of professional services or certain professional services shall be by written contract in a form approved by the city attorney, and every amendment thereto and termination thereof shall be in writing in a form approved by the city attorney.

<u>Compliance with Procedures</u>

Failure of city staff of the purchasing agent to comply with the procedures established by this resolution shall be grounds for disciplinary action and for loss of the privilege to make purchases on behalf of the City.

REQUEST FOR BUDGET APPROPRIATION

Department: Finance **Date:** December 13, 2017

Project/Program Manager: Sandra Burkhart **Phone:** 805-385-7496

Reason for Appropriation:

Due to contractor death, the current LMD contract is being transferred to the second lowest bidder, Garcia's and as a result of higher prices, additional funds are needed exceeding the current year adopted FY 17-18 budget.

Accounts and Descriptions		**AMOUNT**
Fund: Greystone - LMD 23 (143)		
Expenditures/Transfers Out		
STREET LANDSCAPING (5702)		
143-5702-805.82-09	CONTRACTS AND SERVICES/OTHER-PROF	1,017
	Sub-total Revenues	1,017
	Net Change to Fund Balance	**(1,017)**
Fund: Cameron Ranch - LMD 49 (170-8006)		
Expenditures/Transfers Out		
STREET LANDSCAPING (5702)		
170-8006-899.82-09	CONTRACTS AND SERVICES/OTHER-PROF	12,810
	Sub-total Revenues	12,810
	Net Change to Fund Balance	**(12,810)**
	Net Appropriation Change	**(13,827)**

Approvals

Department Director ____________________

Chief Financial Officer ____________________

City Manager ____________________

BA# (Finance Use Only)______________

BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

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CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 4

DATE: December 13, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Arturo Casillas
Housing Director

Arturo Casillas

SUBJECT: Authorization for Reuse of CalHome & BEGIN Program Income (5/5/5)

CONTACT: Arturo Casillas, Housing Director
Arturo.Casillas@oxnard.org, 385-8094

RECOMMENDATION:

That the City Council:

1. Approve a budget appropriation of $272,745 from CalHome program income previously received for Cal Home Reuse 2015, of which $13,637 will be used for administration (5%), and $259,108 will be used for homeowner rehabilitation loans or for housing assistance loans for first-time homebuyers;
2. Approve budget appropriation for $295,977 from BEGIN grant program income previously received for BEGIN Reuse Program, of which $14,799 will be used for administration (5%), and $281,178 will be used for homeowner rehabilitation loans or for housing assistance loans for first-time homebuyers; and
3. Authorize future CalHome grant or BEGIN grant program income to be used for homeowner rehabilitation loans or downpayment assistance and allowable administration expenditures, and authorize the City Manager or designee to execute documents related to implementation of these grant programs.

BACKGROUND

The Housing Department's Affordable Housing and Rehabilitation Division (AHRD) uses funds from the California Department of Housing and Community Development (HCD) to provide loans for homeowner rehabilitation for eligible families, or to provide downpayment assistance to low and moderate-income residents of the City of Oxnard. Generally, loans are in an amount of up to $30,000, interest rates are deferred, and due in 30 years or repayable upon transfer of title.

When the term of the loan matures or there is a transfer of title, the City receives repayment of the original loan amount plus accrued interest. During fiscal years 2015 to 2017, the City received loan repayments totaling $272,745 for CalHome loans and $295,977 for Building Equity and Growth in Neighborhoods (BEGIN) loans. Prior City Council authorizations provided for use of the two grant funds in question but did not specifically address the expenditure of program income.

DISCUSSION

Program income, according to the AHRD program policies, may only be used for loans to homeowners for housing rehabilitation or for downpayment assistance to first-time homebuyers, and for administration of the program (5%). Families must meet low-and moderate-income thresholds in order to qualify for assistance.

Staff is recommending that program income realized from CalHome and BEGIN loan repayments be appropriated for 5% Administration expenditures for each loan program and the remainder in both programs will be appropriated for downpayment assistance or homeowner rehabilitation for eligible families as indicated in the table below.

Fund Effect	Budget Adjustment	CalHome	BEGIN
Program Income	Loan Repayments	$272,745	$295,977
Appropriation	Administration (5%)	13,637	14,799
Appropriation	New Affordable Housing Loans	259,108	281,178

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 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

Approval of the recommended actions will appropriate $272,745 from CalHome program income previously received and deposited to Fund 117 to Cal Home Reuse 2015 Project#779103 and $295,977 BEGIN grant program income previously received to Fund 219 to Begin Reuse Program I51501 previously established to provide homeowner rehabilitation loans and downpayment assistance to first time low-and-moderate-income buyers for the CalHome and BEGIN loan programs.

ATTACHMENTS:

BA - Staff Report 1940 Housing CalHome & Begin Reuse

REQUEST FOR BUDGET APPROPRIATION

Department: Affordable Housing & Rehabilitation

Date: December 5, 2017

Project/Program Manager: Arturo / Brenda Lopez

Phone: 805-385-8092

Reason for Appropriation:

To appropriate $272,745 from CalHome program income (Fund 117) previously received to Cal Home Reuse 2015 Project#779103 and $295,977 BEGIN grant program income (Fund 219) previously received to Begin Reuse Program I51501 previously established for program program administration and housing assistance loans.

Accounts and Descriptions		AMOUNT
Fund: CALHOME PROGRAM-STATE GRT (117)		
Expenditures/Transfers Out		
CAL HOME REUSE 2015 (779103)		
117-5134-804.80-01	PERSONNEL SERVICES / DIRECT LABOR-REGULAR	13,637
117-5134-804.83-64	MAINTENANCE SERVICES / HOUSING ASSIST LOAN/GRAN	259,108
	Sub-total Expenditures	272,745
	Net Change to Fund Balance	**(272,745)**
Fund: STATE/LOCAL-MY GRANTS (219)		
Revenues /Transfers In		
Expenditures/Transfers Out		
BEGIN REUSE (I51501)		
219-5127-836.80-01	PERSONNEL SERVICES / DIRECT LABOR-REGULAR	14,799
219-5127-836.83-64	MAINTENANCE SERVICES / HOUSING ASSIST LOAN/GRAN	281,178
	Sub-total Expenditures	295,977
	Net Change to Fund Balance	**(295,977)**
	Net Appropriation Change	**568,722**

Approvals

Department Director ____________________

Chief Financial Officer ____________________

City Manager ____________________ ACM

BA# (Finance Use Only)______________

BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

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CITY OF OXNARD CALIFORNIA

CITY COUNCIL

AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 5

DATE: December 13, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Thien Ng
Interim Public Works Director

Thien Ng

SUBJECT: Award Contract for Redwood Neighborhood Street Resurfacing and Water Improvement Project PW 16-14 (5/5/5)

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That City Council:
1. Award and authorize the Mayor to execute Agreement A-8031 with Granite Construction Company in the amount of $3,241,339.50 for the Redwood Neighborhood Street Resurfacing and Water Improvement Project PW 16-14; and
2. Approve an appropriation of $3,570,000 for Redwood Neighborhood Street Resurfacing and Water Project No. 183103.

BACKGROUND

The Project

The Redwood Neighborhood Resurfacing and Water Improvement Project (Project) is part of a suite of street resurfacing projects approved by the City Council on October 21, 2014, through the issuance of the Lease Revenue Project and Refunding bonds, Series 2014. There were fourteen residential neighborhoods approved that were selected based on a 2012 pavement assessment report. The streets in the Redwood neighborhood are scheduled to be resurfaced at this time to prevent the need for a complete reconstruction in the future.

The location of the Project is shown on the attached map and will include the following locations: Redwood Street, south N Street, west Olive Street, west Polar Street, Lassen Street, south M Street, Jackson Street, Spruce Street, Napa Street, Monterey Street, south L Street, Kern Street, south K Street, Bryce Canyon Avenue, Palomar Way and Portola Way.

The specific work for this Project within the Redwood neighborhood includes furnishing all necessary labor, materials, equipment and other incidentals for resurfacing of existing asphalt concrete pavement. This work will also include the milling of existing AC pavement, placement and compaction of AC pavement, slurry seal and crackfill, digout and reconstruction of failed areas, and striping. The contracted amount for this portion of the Project is $1,688,210. The Project also includes replacing 11,800 linear feet of cast iron pipe main waterlines with PVC and the contract amount for this portion of the work is $1,553,129.50. The total contract amount is $3,241,339.50.

Lowest Responsive Bid

The notice inviting formal bids (NIFB) on the Project was published on October 19, 2017, and all bids were due on November 8, 2017. The City received the bids listed below:

Granite Construction Company	$3,241,339.50
Toro Enterprises, Inc.	$3,321,965.50
Sam Hill & Sons	$4,513,933.00
Blois Construction	$5,284,295.00

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

The contract is attached for review; however, it will not be sent to the contractor for signatures until Council has approved the award. The contractor will then have 14 days to sign and return the contract along with the necessary insurance and bond documents.

Additionally, funds estimated in the amount of $328,660 are needed for Project contingency and the cost for City staff to perform the following activities during construction: engineering, inspection, survey and Project management. The indirect cost and expense for Project procurement are also included in this estimate. The total estimated cost of the Project is $3,570,000.

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.

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

Approval of this action would require an appropriation of $3,570,000 for Redwood Neighborhood Street Resurfacing and Water Project No. 183103 as follows in the table below:

Fund	Account No.	Amount
2014 Lease Revenue Fund	314-3015-826.86-10	$ 1,700,000
2014 Lease Revenue Fund	314-3015-826.84-51	$ 160,000
Water Operating Fund	601-6551-826.86-10	$ 1,560,000
Water Operating Fund	601-6551.826.84-51	$ 150,000
	Total	$ 3,570,000

2014 Lease Revenue estimated fund balance as of FY 2017 is $4.8 million and the estimated unaudited FY17-18 Water Operating Fund 601 undesignated fund balance is $8.0 million.

ATTACHMENTS:

Attachment A: Redwood Neighborhood Bid Tabulation

Attachment B: Granite Construction Bid Package

Attachment C: Redwood Neighborhood Map

Attachment D: Agreement No. A-8031 with Granite Construction

Attachment E: Budget Appropriation

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

PW 16-14 Redwood Neighborhood Street Resurfacing and Water Improvement Project

Owner: City of Oxnard

Bid Opening: 11/8/17					**Granite Construction Company**		**Toro Enterprises, Inc.**		**Sam Hill & Sons**		**Blois Construction**	
					5335 Debbie Lane Santa Barbara, CA 993111 US		2101 E. Ventura Blvd Oxnard, Ca 93036 US		2627 Beene Road Ventura, CA 93003 US		4230 Drake Drive Oxnard, CA 93030 US	
					#1		**#2**		**#3**		**#4**	
Item #	***Item Description***	***Payment Code***	***Unit of Measure***	***Quantity***	***Unit Price***	***Item Total***	***Unit Price***	***Item Total***	***Unit Price***	***Item Total***	***Unit Price***	***Item Total***
1	Mobilization/Demobilization (5% maximum)	1001-3	LS	1	$160,000.00	$160,000.00	$140,000.00	$140,000.00	$114,050.00	$114,050.00	$180,000.00	$180,000.00
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	$65,010.00	$65,010.00	$65,000.00	$65,000.00	$119,511.00	$119,511.00	$110,000.00	$110,000.00
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	$8,500.00	$8,500.00	$11,500.00	$11,500.00	$20,056.00	$20,056.00	$25,000.00	$25,000.00
	Street Improvement											
4	Cold Mill AC Pavement (2" Max)	1110-3	SY	36,280	$2.00	$72,560.00	$1.70	$61,676.00	$5.00	$181,400.00	$3.40	$123,352.00
5	Unclassified Excavation	1120-4	CY	170	$100.00	$17,000.00	$50.00	$8,500.00	$148.00	$25,160.00	$100.00	$17,000.00
6	Class 2 Aggregate Base	1130-4	TN	120	$55.00	$6,600.00	$54.00	$6,480.00	$57.00	$6,840.00	$120.00	$14,400.00
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	320	$125.00	$40,000.00	$130.00	$41,600.00	$160.00	$51,200.00	$160.00	$51,200.00
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	110	$125.00	$13,750.00	$145.00	$15,950.00	$264.00	$29,040.00	$160.00	$17,600.00
9	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	400	$110.00	$44,000.00	$108.00	$43,200.00	$158.00	$63,200.00	$150.00	$60,000.00
10	Asphalt Rubber Aggregate Membrane (ARAM)	1151.4	SY	8,500	$4.50	$38,250.00	$5.05	$42,925.00	$8.00	$68,000.00	$7.50	$63,750.00
11	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152.1	TN	6,900	$105.00	$724,500.00	$93.50	$645,150.00	$131.00	$903,900.00	$115.00	$793,500.00
12	Crack Seal	1155-4	LF	1,800	$3.70	$6,660.00	$5.60	$10,080.00	$5.00	$9,000.00	$10.00	$18,000.00
13	Slurry Seal Type II (RAP)	1160-5	SY	39,000	$1.70	$66,300.00	$1.70	$66,300.00	$2.00	$78,000.00	$2.30	$89,700.00
14	Remove And Replace PCC Driveway	1174-6	SF	820	$20.00	$16,400.00	$9.80	$8,036.00	$25.00	$20,500.00	$35.00	$28,700.00
15	Remove and Replace PCC Curb and Gutter (Type A2-6)	1174-6	LF	2,320	$60.00	$139,200.00	$47.00	$109,040.00	$57.00	$132,240.00	$120.00	$278,400.00
16	Remove and Replace PCC Sidewalk	1174-6	SF	3,600	$14.00	$50,400.00	$7.40	$26,640.00	$13.00	$46,800.00	$20.00	$72,000.00
17	Remove and Replace PCC Cross Gutter and Spandrel	1174-6	SF	1,900	$25.00	$47,500.00	$19.25	$36,575.00	$25.00	$47,500.00	$30.00	$57,000.00
18	Install PCC Curb Ramp, Case B Type 1	1174-6	EA	2	$2,500.00	$5,000.00	$2,000.00	$4,000.00	$2,715.00	$5,430.00	$10,000.00	$20,000.00
19	Install PCC Curb Ramp, Case B Type 2	1174-6	EA	38	$2,500.00	$95,000.00	$2,000.00	$76,000.00	$2,541.00	$96,558.00	$9,500.00	$361,000.00
20	Install 24-Inch Root Barrier	1174-6	EA	800	$15.00	$12,000.00	$31.00	$24,800.00	$27.00	$21,600.00	$20.00	$16,000.00
21	Grind PCC Sidewalk	1174-6	EA	200	$16.00	$3,200.00	$21.00	$4,200.00	$19.00	$3,800.00	$60.00	$12,000.00
22	Adjust Manhole Cover to Finished Grade	1185-3	EA	10	$700.00	$7,000.00	$600.00	$6,000.00	$1,406.00	$14,060.00	$575.00	$5,750.00
23	Adjust Water Valve Cover to Finished Grade	1185-3	EA	8	$650.00	$5,200.00	$400.00	$3,200.00	$872.00	$6,976.00	$350.00	$2,800.00
24	Adjust Survey Monument Cover to Finished Grade	1185-3	EA	10	$700.00	$7,000.00	$600.00	$6,000.00	$872.00	$8,720.00	$900.00	$9,000.00
25	Install "STOP" Pavement Parking (T)	1515-4	EA	22	$120.00	$2,640.00	$127.00	$2,794.00	$147.00	$3,234.00	$150.00	$3,300.00
26	Install "SLOW" Pavement Marking (T)	1515-4	EA	2	$120.00	$240.00	$127.00	$254.00	$147.00	$294.00	$150.00	$300.00
27	Install "SCHOOL" Pavement Marking (T)	1515-4	EA	2	$150.00	$300.00	$159.00	$318.00	$196.00	$392.00	$200.00	$400.00

28	Install "XING" Pavement Marking (T)	1515-4	EA	2	$120.00	$240.00	$127.00	$254.00	$135.00	$270.00	$130.00	$260.00
29	Install 24" Yellow Crosswalk – Ladder Type (T)	1515-4	EA	440	$6.00	$2,640.00	$6.35	$2,794.00	$4.00	$1,760.00	$4.00	$1,760.00
30	Install 12" Solid White (T)	1515-4	LF	440	$3.00	$1,320.00	$3.20	$1,408.00	$4.00	$1,760.00	$4.00	$1,760.00
31	Install 12" Solid Yellow (T)	1515-4	LF	330	$3.00	$990.00	$3.20	$1,056.00	$4.00	$1,320.00	$4.00	$1,320.00
32	Install Detail 22 (T)	1515-4	LF	220	$2.00	$440.00	$2.15	$473.00	$2.00	$440.00	$2.30	$506.00
33	Paint Curb Red	1515-4	LF	200	$2.00	$400.00	$2.15	$430.00	$2.00	$400.00	$1.70	$340.00
34	Install Blue RPM	1515-4	EA	65	$8.00	$520.00	$8.50	$552.50	$9.00	$585.00	$8.00	$520.00
35	Install Traffic Inductive Loop Detectors	1520-3	EA	5	$700.00	$3,500.00	$745.00	$3,725.00	$859.00	$4,295.00	$700.00	$3,500.00
36	Remove And Replace Street Name Sign	1530-4	EA	90	$175.00	$15,750.00	$187.00	$16,830.00	$172.00	$15,480.00	$175.00	$15,750.00
37	Remove And Replace Sign Post	1530-4	EA	47	$100.00	$4,700.00	$105.00	$4,935.00	$295.00	$13,865.00	$300.00	$14,100.00
38	Remove and Replace School Crosswalk Warning Sign SW24-2(CA) and Post	1530-4	EA	4	$250.00	$1,000.00	$265.00	$1,060.00	$675.00	$2,700.00	$675.00	$2,700.00
39	Remove and Replace Slow School Xing W	1530-4	EA	2	$250.00	$500.00	$265.00	$530.00	$626.00	$1,252.00	$625.00	$1,250.00
40	Re-Install Traffic Sign	1530-4	EA	20	$100.00	$2,000.00	$106.00	$2,120.00	$25.00	$500.00	$25.00	$500.00
	WATER IMPROVEMENT											
41	Install 8" PVC Class 200	1407-3	LF	11,800	$78.00	$920,400.00	$99.00	$1,168,200.00	$114.00	$1,345,200.00	$150.00	$1,770,000.00
42	Abandon Exist ACP In-Place	1408	LF	11,670	$3.85	$44,929.50	$6.00	$70,020.00	$7.00	$81,690.00	$7.00	$81,690.00
43	Install 8" R.S. Gate Valve	1409-5	EA	36	$2,050.00	$73,800.00	$1,780.00	$64,080.00	$1,683.00	$60,588.00	$2,400.00	$86,400.00
44	Remove and Replace Fire Hydrant	1410-3	EA	6	$7,500.00	$45,000.00	$6,000.00	$36,000.00	$9,093.00	$54,558.00	$12,000.00	$72,000.00
45	Reconnect Fire Hydrant	1410-3	EA	10	$3,500.00	$35,000.00	$3,250.00	$32,500.00	$5,149.00	$51,490.00	$6,300.00	$63,000.00
46	Water Services Replaced up to 2 inches	1411-3	EA	267	$1,300.00	$347,100.00	$1,400.00	$373,800.00	$1,931.00	$515,577.00	$2,050.00	$547,350.00
47	Install 4" Blow-Off Assembly	1414-2	EA	4	$6,000.00	$24,000.00	$7,500.00	$30,000.00	$9,978.00	$39,912.00	$6,800.00	$27,200.00
48	Inistall 2" Air-Vacuum Assembly	1414-2	EA	4	$5,200.00	$20,800.00	$6,070.00	$24,280.00	$5,671.00	$22,684.00	$6,200.00	$24,800.00
49	Dewatering	1901-3	LS	1	$3,500.00	$3,500.00	$7,900.00	$7,900.00	$111,065.00	$111,065.00	$10,937.00	$10,937.00
50	Trench Safety, adequate sheeting, shoring and bracing or an equivalent method for the protection of life and limb.	1902-3	LS	1	$30,000.00	$30,000.00	$5,600.00	$5,600.00	$68,581.00	$68,581.00	$17,000.00	$17,000.00
	Additive Item 1											
51	Temporary Water Services Replaced Up to 2 Inches	1412-3	EA	60	$85.00	$5,100.00	$20.00	$1,200.00	$540.00	$32,400.00	$1,600.00	$96,000.00
	Additive Item 2											
52	Trench Stabilization	1903-4	TN	100	$35.00	$3,500.00	$60.00	$6,000.00	$81.00	$8,100.00	$135.00	$13,500.00
				Bid List Total -SUBMITTED		**$3,241,339.50**		**$3,321,965.50**		**$4,513,933.00**		**$5,284,295.00**
				Total Bid Amount -VERIFIED		**$3,241,339.50**		**$3,321,965.50**		**$4,513,933.00**		**$5,284,295.00**
					Granite Construction Company		**Toro Enterprises, Inc.**		**Sam Hill & Sons**		**Blois Construction**	

Listed Subs	Granite Construction Company	Toro Enterprises, Inc.	Sam Hill & Sons	Blois Construction
	Chrisp Company 2280 South Lilac Avenue Bloomington, CA 92316	**Pavement Coatings** 10240 San Sevain Way Jurupa Valley, CA	**Chrisp Company** 2280 South Lilac Avenue Bloomington, CA 92316	**Pavement Coatings** Jurupa Valley, CA
	Pavement Coatings 10240 San Sevain Way Jurupa Valley, CA	**Chrisp Company** 2280 South Lilac Avenue Bloomington, CA 92316	**Pavement Coatings** 10240 San Sevain Way Jurupa Valley, CA	**Manhole Adjusting, Inc.** Pico Rivera, Ca 90660
	CTI P.O. Box 385 La Habra, CA 90631	**American Pavement Systems, Inc.** 1012 11th Street Modesto, CA 95354	**Manhole Adjusting, Inc.** 9500 Beverly Road Pico Rivera, Ca 90660	**Hardy & Harper** Santa Ana, CA
	American Pavement Systems, Inc. 1012 11th Street Modesto, CA 95354	**Caseland Surveying** 614 N. Eckhoff Street Orange, CA	**Berry General Engineering** P.O. box 1457 Ventura, CA	**Super, Seal & Stripe** Fillmore, CA

BID PACKET

CITY OF OXNARD CALIFORNIA

FOR

REDWOOD NEIGHBORHOOD STREET RESURFACING AND WATER IMPROVEMENT PROJECT

PW 16-14

Submitted by:

Contractor's Name: GRANITE CONSTRUCTION COMPANY

Address: 5335 DEBBIE LANE

City: SANTA BARBARA State: CA Zip Code: 93111

Contact Person: BRIAN LARINAN Phone: 805 964-9951

Email: BRIAN.LARINAN@GCINC.COM Date: NOVEMBER 8, 2017

BID FOR REDWOOD NEIGHBORHOOD STREET RESURFACING AND WATER IMPROVEMENT PROJECT PW 16-14

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Redwood Neighborhood Street Resurfacing and Water Improvement Project ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed, and the materials to be furnished.

2. The Bid includes all taxes, fees and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.

3. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.

2. Accompanying this Bid is a permissible form of Bid security in an amount equal to at least ten percent (10%) of the total Bid price submitted. The Bid security is given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, provide evidence of all required insurance, provide a copy of its City business license and furnish the Performance and Payment Bonds (as well as a photocopy of each Bond)—each in the amount of one hundred percent (100%) of the Contract Price—within fourteen (14) Calendar Days of the date of delivery of the Contract to the Bidder. If the Bidder refuses or fails to do so, the City may award the Contract to the next lowest responsible Bidder, and this Bid security may be forfeited to the City as permitted by law.

3. In the event the Contract is awarded to the Bidder, the Bidder shall execute the Contract to perform the Project in accordance with the Contract Documents. Should the undersigned be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of its City business license, insurance and Bonds (plus photocopies) within fourteen (14) Calendar Days after the Contract award, then the Bid Bond, cash, cashier's check or certified check shall be forfeited to the City to the extent permitted by law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on SANTA BARBARA [date], at SANTA BARBARA [city], CALIFORNIA [state].

Bidder's Name (Company): GRANITE CONSTRUCTION COMPANY

Signature: ______________ Title: VICE PRESIDENT

Print: JIGISHA DESAI Date: NOVEMBER 8, 2017

CITY OF OXNARD

BID SHEETS FOR REDWOOD NEIGHBORHOOD STREET RESURFACING AND WATER IMPROVEMENT PROJECT PW 16-14

Bidder's Name: GRANITE CONSTRUCTION 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 Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

BASE AMOUNT:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (5% maximum)	1001-3	LS	1	160,000.00	160,000.00
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	65,010.00	65,010.00
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	8,500.00	8,500.00
	STREET IMPROVEMENT					
4	Cold Mill AC Pavement (2" Max)	1110-3	SY	36,280	2.00	72,560.00
5	Unclassified Excavation	1120-4	CY	170	100.00	17,000.00
6	Class 2 Aggregate Base	1130-4	TN	120	55.00	6,600.00
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	320	125.00	40,000.00
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	110	125.00	13,750.00
9	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TN	400	110.00	44,000.00
10	Asphalt Rubber Aggregate Membrane (ARAM)	1151-4	SY	8,500	4.50	38,250.00
11	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TN	6,900	105.00	724,500.00
12	Crack Seal	1155-4	LB	1,800	3.70	6,660.00
13	Slurry Seal Type II (RAP)	1160-5	SY	39,000	1.70	66,300.00
14	Remove And Replace PCC Driveway	1174-6	SF	820	20.00	16,400.00
15	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	2,320	60.00	139,200.00
16	Remove And Replace PCC Sidewalk	1174-6	SF	3,600	14.00	50,400.00
17	Remove And Replace PCC Cross Gutter and Spandrel	1174-6	SF	1,900	25.00	47,500.00

18	Install PCC Curb Ramp, Case B Type 1	1174-6	EA	2	2,500.00	5,000.00
19	Install PCC Curb Ramp, Case B Type 2	1174-6	EA	38	2,500.00	95,000.00
20	Install 24-Inch Root Barrier	1174-6	LF	800	15.00	12,000.00
21	Grind PCC Sidewalk	1174-6	SF	200	16.00	3,200.00
22	Adjust Manhole Cover To Finished Grade	1185-3	EA	10	700.00	7,000.00
23	Adjust Water Valve Cover To Finished Grade	1185-3	EA	8	650.00	5,200.00
24	Adjust Survey Monument Cover To Finished Grade	1185-3	EA	10	700.00	7,000.00
25	Install "STOP" Pavement Marking (T)	1515-4	EA	22	120.00	2,640.00
26	Install "SLOW" Pavement Marking (T)	1515-4	EA	2	120.00	240.00
27	Install "SCHOOL" Pavement Marking (T)	1515-4	EA	2	150.00	300.00
28	Install "XING" Pavement Marking (T)	1515-4	EA	2	120.00	240.00
29	Install 24" Yellow Crosswalk – Ladder Type (T)	1515-4	EA	440	6.00	2,640.00
30	Install 12" Solid White (T)	1515-4	LF	440	3.00	1,320.00
31	Install 12" Solid Yellow (T)	1515-4	LF	330	3.00	990.00
32	Install Detail 22 (T)	1515-4	LF	220	2.00	440.00
33	Paint Curb Red	1515-4	LF	200	2.00	400.00
34	Install Blue RPM	1515-4	EA	65	8.00	520.00
35	Install Traffic Inductive Loop Detectors	1520-3	EA	5	700.00	3,500.00
36	Remove And Replace Street Name Sign	1530-4	EA	90	175.00	15,750.00
37	Remove And Replace Sign Post	1530-4	EA	47	100.00	4,700.00
38	Remove and Replace School Crosswalk Warning Sign SW24-2(CA) and Post	1530-4	EA	4	250.00	1,000.00
39	Remove and Replace Slow School Xing Warning Sign SW24-3(CA) and Post	1530-4	EA	2	250.00	500.00
40	Re-Install Traffic Sign	1530-4	EA	20	100.00	2,000.00
	WATER IMPROVEMENT					
41	Install 8" PVC Class 200	1407-3	LF	11,800	78.00	920,400.00
42	Abandon Exist ACP In-Place	1408	LF	11,670	3.85	44,929.50

43	Install 8" R.S. Gate Valve	1409-5	EA	36	2,050.00	73,800.00
44	Remove And Replace Fire Hydrant	1410-3	EA	6	7,500.00	45,000.00
45	Reconnect Fire Hydrant	1410-3	EA	10	3,500.00	35,000.00
46	Water Services Replaced Up To 2 Inches	1411-3	EA	267	1,300.00	347,100.00
47	Install 4" Blow-Off Assembly	1414-2	EA	4	6,000.00	24,000.00
48	Install 2" Air-Vacuum Assembly	1414-2	EA	4	5,200.00	20,800.00
49	Dewatering	1901-3	LS	1	3,500.00	3,500.00
50	Trench Safety, adequate sheeting, shoring and bracing or an equivalent method for the protection of life and limb.	1902-3	LS	1	30,000.00	30,000.00
	BASE AMOUNT TOTAL					$ 3,232,739.50

ADDITIVE ITEM 1:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION . QUANTITY	UNIT PRICE	EXTENDED AMOUNT
51	Temporary Water Services Replaced Up To 2 Inches	1412-3	EA	60	85.00	5,100.00
	TOTAL ADDITIVE ITEM 1:					$ 5,100.00

ADDITIVE ITEM 2:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION . QUANTITY	UNIT PRICE	EXTENDED AMOUNT
52	Trench Stabilization	1903-4	TN	100	35.00	3,500.00
	TOTAL ADDITIVE ITEM 2:					$ 3,500.00

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT + ALL ADDITIVE ITEMS

TOTAL BID PRICE IN DIGITS: $ 3,241,339.50

TOTAL BID PRICE IN WORDS: three million two hundred forty one thousand three hundred thirty nine and fifty cents

*** The lowest Bid shall be the lowest Total Bid Price, including the Base Amount Total and Additive Items.

.

Contractor must complete all Work within ninety (90) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	11/2/2017	#05	
#02		#06	
#03		#07	
#04		#08	

Bidder's Name (Company): GRANITE CONSTRUCTION COMPANY

Signature: ______________ Title: VICE PRESIDENT

Print: JIGISHA DESAI Date: NOVEMBER 8, 2017

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL JAN. 4, 1922 CALIFORNIA

QUESTIONNAIRE FORM

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

(1) Bidder's Name: GRANITE CONSTRUCTION COMPANY

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

N/A

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

(3) Business Address: 5335 DEBBIE LANE
SANTA BARBARA CA 93111

Phone 1: 805 964-9951 Phone 2: 805 967-1431

Email: BRIAN.LARINAN@GCINC.COM

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

Organized under the laws of the State of: CALIFORNIA

(5) California State Contractor's License Number and Class: 89 A

Original Date Issued: 10/1/1929 Expiration Date: 5/31/2019

(6) DIR Contractor Registration Number: 1000000085

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

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

SEE APPENDIX A1

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

SEE APPENDIX B1

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

N/A

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

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

SEE APPENDIX B2

b. Briefly summarize the parties' claims and defenses:

SEE APPENDIX B2

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

SEE APPENDIX B2

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

NO

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

NO

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

SEE APPENDIX C1

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

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

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

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

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

d. By Subcontractors? Circle one: Yes No

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

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

SEE APPENDIX C2

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

1. ORCHARD PRK
2. SIERRA LINDA
3. CAMINO DEL SOL

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

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

Signature: JIGISHA DESAI Title: VICE PRESIDENT Date: NOVEMBER 8, 2017

GRANITE CONSTRUCTION COMPANY
CORPORATE SEAL
Jan. 4, 1922
CALIFORNIA

This Questionnaire Form must be notarized below.

SEE ATTACHED CALIFORNIA ACKNOWLEDGEMENT

State of California)

County of ______________________________) ss

City of ________________________________)

On ___________________________ before me, ____

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

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

Signature ________________________________

(Seal)

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

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

On November 8, 2017 before me, Duc Van Le, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

DUC VAN LE
Notary Public - California
Santa Cruz County
Commission # 2198583
My Comm. Expires May 22, 2021

Signature ______ **(Seal)**
Duc Van Le, Notary Public

REFERENCES FORM

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

Project 1 Description: 2016 PAVEMENT OVERLAY & RESURFACING PROGRAM

Construction Dates From: 8/8/2016 To: 10/4/2016

Agency Name: CITY OF THOUSAND OAKS

Project Manager: MICHELLE MCCARTY Telephone: 805 449-2477

Original Contract Amount: $ 2,751,503 Final Contract Amount: $ 2,581,236

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

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

Project 2 Description: SIERRA LINDA NEIGHBORHOOD STREET RESURFACING

Construction Dates From: 3/1/2016 To: 5/20/2016

Agency Name: CITY OF OXNARD

Project Manager: RAYMOND WILLIAMS Telephone: 805 385-7909

Original Contract Amount: $ 1,907,963 Final Contract Amount: $ 1,955,264

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

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

Project 3 Description: HWY 101 CATHEDRAL OAKS/REFUGIO RHMA OGFC OVERLAY

Construction Dates From: 9/2016 To: 2/2017

Agency Name: CALTRANS

Project Manager: TIM CAMPBELL Telephone: 805 549-3101 *805 549 3247*

Original Contract Amount: $ 4,707,677 Final Contract Amount: $ 5,016,999

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

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

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

Bidder's Name: GRANITE CONSTRUCTION COMPANY

Signature: JIGISHA DESAI Title: VICE PRESIDENT Date: NOVEMBER 8, 2017

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of Bids or offers for the construction of Streets, highways, or bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or $10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy this page onto blue paper and attach that additional page or those pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*
Chrisp Company	374600 A	1000000306	2280 South Lilac Ave. Bloomington CA 92316 ~~Bl. Sec~~ (909) 746-0356	Striping & signs	1%
Pavement Coatings Co.	303609 A, C32	1000003382	10240 San Sevaine Way Jurupa Valley CA 95776 (714) 826-3011	Slurry Seal TypeII	2%
C.T.I.	754500 A	1000008423	P.O. Box 385 La Habra, CA 90631 (562) 697-2286	Cold Mill	2%
American Pavement Systems Inc.	1766307 A	1000000207	102 11th Street Modesto, CA 95354 (209) 522-2277	ARAM	2%

Bidder's Name: GRANITE CONSTRUCTION COMPANY Signature: JIGISHA DESAI Title: VICE PRESIDENT Date: 11/8/2017

* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of Bids or offers for the construction of Streets, highways, or bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or $10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy this page onto blue paper and attach that additional page or those pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

Bidder's Name: GRANITE CONSTRUCTION COMPANY Signature: [signature] JIGISHA DESAI Title: VICE PRESIDENT Date: 11/8/2017

* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

INDUSTRIAL SAFETY RECORD FORM

SEE APPENDIX C3

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

	2017 (so far)	2016	2015	2014	2013	2012	Total
Number of contracts							
Total dollar amount of contracts (in thousands)							
Number of fatalities							
Number of lost workday cases							
Number of lost workday cases involving permanent transfer to another job or termination of employment							

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

Bidder's Name: GRANITE CONSTRUCTION COMPANY

Signature: JIGISHA DESAI Title: VICE PRESIDENT Date: NOVEMBER 8, 2017

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declare(s):

I/we am/are the VICE PRESIDENT of GRANITE CONSTRUCTION COMPANY, the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on NOVEMBER 8, 2017 [date], at WATSONVILLE [city], CALIFORNIA [state].

Bidder's Name: GRANITE CONSRUCTION COMPANY

Signature: ______________ Title: VICE PRESIDENT Date: NOVEMBER 8, 2017
JIGISHA DESAI

This Noncollusion Declaration must be notarized on the following page.

GRANITE CONSTRUCTION COMPANY
CALIFORNIA CORPORATE SEAL Jan. 4, 1922

(Continuation of Noncollusion Declaration)

State of California)
SEE ATTACHED CALIFORNIA ACKNOWLEDGEMENT

County of ______________________) ss

City of ______________________________)

On ______________________ before me,

__________________________________ (insert name and title of the officer)

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

Signature ___________________________

(Seal)

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

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

On November 8, 2017 before me, Duc Van Le, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

DUC VAN LE
Notary Public - California
Santa Cruz County
Commission # 2198583
My Comm. Expires May 22, 2021

Signature ______________________ **(Seal)**
Duc Van Le, Notary Public

CITY OF OXNARD
Redwood Neighborhood Street Resurfacing and Water Improvement Project
PW 16-14

ESCROW BID DOCUMENTS COVER PAGE

ESCROW BID DOCUMENT CERTIFICATION

The undersigned hereby certifies under penalty of perjury that the bid documentation contained herein constitutes the complete, only and all documentary information used in preparation of the bid for the Redwood Neighborhood Street Resurfacing and Water Improvement Project, and that I have personally examined these contents and have found that this bid documentation is complete.

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

By: [signature]
Title: JIGISHA DESAI, VICE PRESIDENT
Firm: GRANITE CONSTRUCTION COMPANY
Date: NOVEMBER 8, 2017

*IF PROJECT BID IS IN EXCESS OF $500,000, IT REQUIRES SUBMITTAL OF ESCROW BID DOCUMENTS BY THE THREE LOWEST BIDDERS AND THIS DOCUMENT WILL BE INCLUDED WITH THOSE ESCROW BID DOCUMENTS. THIS DOCUMENT PACKAGE IS DUE WITHIN THREE (3) BUSINESS DAYS FOLLOWING BID OPENING.

THIS DOCUMENT PACKAGE IS TO BE SUBMITTED TO:

Public Works
305 W. 3rd Street, East Wing, 3rd floor
Oxnard, CA 93030
Attn: Renee Hatcher

N/A

SMALL LOCAL BUSINESS PURCHASING PREFERENCE: BIDDER'S CERTIFICATION

Please refer to Oxnard City Code Section 4-2 to verify that your company is eligible for this Small Local Business Purchasing Preference Program.

The undersigned hereby certifies under penalty of perjury that:

- ☐ At least 50 percent of the Bidder's employees are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid; or

- ☐ For a Bidder who intends to hire employees and/or obtain Subcontractors for the Project, the Bidder has verified its own proposed employee base for performance of the Contract and confirmed with all Subcontractors providing bids used to formulate the Bid that at least 50 percent of the labor hours devoted to performance of the Contract will be provided by residents of the City of Oxnard.

Any person(s) executing this certification on behalf of the Bidder hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

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

N/A

By: ______________________	By: ______________________
Title: ______________________	Title: ______________________
Bidder: ______________________	Bidder: ______________________
Date: ______________________	Date: ______________________

*If the Bidder is not requesting a Small Local Business Purchasing Preference, this form is not required to be completed and submitted with Bid.

Please note: The Small Local Business Purchasing Preference is not applicable for projects funded by grants or programs outside the City's General Fund, such as federal or State grants.

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

I, Richard A. Watts, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted on December 8, 2016 by a Unanimous Written Consent of the Board of Directors in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to execute and deliver on behalf of the Company all documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

James H. Roberts	President & Chief Executive Officer
Christopher S. Miller	Executive Vice President, Chief Operating Officer & Assistant Secretary
Laurel J. Krzeminski	Executive Vice President, Chief Financial Officer & Assistant Secretary
Philip M. DeCocco	Senior Vice President of Human Resources & Assistant Secretary
Michael F. Donnino	Senior Vice President & Assistant Secretary
Martin P. Matheson	Senior Vice President, Group Manager & Assistant Secretary
Richard M. Rantala	Senior Vice President, Business Development & Assistant Secretary
James D. Richards	Senior Vice President, Group Manager & Assistant Secretary
Dale A. Swanberg	Senior Vice President, Group Manager & Assistant Secretary
Mathew C. Tyler	Senior Vice President, Federal Group Operations & Assistant Secretary
Richard A. Watts	Senior Vice President, General Counsel, Corporate Compliance Officer & Secretary
Jigisha Desai	Vice President of Corporate Finance, Treasurer, Assistant Financial Officer & Assistant Secretary
Bradley G. Graham	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
Kent H. Marshall	Vice President and Director, Public Private Partnerships & Assistant Secretary
Nicholas B. Blackburn	Director of Corporate Taxation & Assistant Secretary
Kenneth B. Olson	Assistant Treasurer & Assistant Secretary

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to attest documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

James H. Roberts	President & Chief Executive Officer
Christopher S. Miller	Executive Vice President, Chief Operating Officer & Assistant Secretary
Laurel J. Krzeminski	Executive Vice President, Chief Financial Officer & Assistant Secretary
Philip M. DeCocco	Senior Vice President of Human Resources & Assistant Secretary
Michael F. Donnino	Senior Vice President & Assistant Secretary
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Kent H. Marshall	Vice President and Director, Public Private Partnerships & Assistant Secretary
Nicholas B. Blackburn	Director of Corporate Taxation & Assistant Secretary
Kenneth B. Olson	Assistant Treasurer & Assistant Secretary
Kenneth M. Smith	Group Counsel & Assistant Secretary
Jason M. Jasper	Group Counsel & Assistant Secretary

Dated: January 4, 2017

Richard A. Watts

GRANITE CONSTRUCTION COMPANY
CORPORATE SEAL
Jan. 4, 1922
CALIFORNIA

GRANITE

Granite Construction Company
Current Operating Names and DBAs

Names of Joint Venture Companies
AGL Constructors
Ames/Granite Joint Venture
Audubon Bridge Constructors, a Joint Venture
California Corridor Constructors, a Joint Venture
Connect 202 Partners
Eastside Corridor Constructors
FCI Constructors/Granite, A Joint Venture
GCC/MCM, A JV
Granite Hensel Phelps JV
Granite/Ames Joint Venture
Granite/PCL, A Joint Venture
Granite/RLW Joint Venture
Granite-Healy Tibbitts A Joint Venture
Hensel Phelps Granite Hangar Joint Venture
Houston Rapid Transit, a Joint Venture
Intercounty Constructors
Las Vegas Monorail Team
Old Pueblo Trackworks
Paso Del Norte Trackworks
Pulice-Granite JV
Pulice-Granite Red Mtn JV
Raleigh-Durham Roadbuilders
Shimmick/Traylor/Granite, JV
Skanska-Granite-Lane, a Joint Venture
Tangerine Corridor Constructors
Walsh/Granite JV
Washington County Constructors
Yaquina River Constructors, A Joint Venture

DBA Names
Granite Construction Company of California (Florida)
Granite Construction Company, Inc. (Alabama)
Granite Construction Company of Connecticut (Connecticut)
Granite Construction Company dba Granite Construction Supply
Granite Construction Company dba Wilder Construction Company

ARBITRATION / LITIGATION PROCEEDINGS FILED BY GRANITE CONSTRUCTION COMPANY (GCC) WITHIN THE PAST FIVE (5) YEARS
(As of June 2017)

Work/ payment issues over $50,000 only; Granite Construction Company can only provide a list of arbitration and lawsuits.

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
5/29/12	GCC v. CADOT (Hwy 14) (Arb)	Non-payment; Improperly assessed LDs. $108,000.00	Office of Administrative Hearings – Public Works and Contract Arbitration Program 2349 Gateway Oaks Dr., STE 200 Sacramento, CA 95833-4321	8/12 – Settled	CA DOT, District 6 1352 West Olive Ave. P.O. Box 12616 Fresno, CA 93778-2616 Sherri Bender Ehlert (559) 488-4195
8/1/12	GCC v. Mountain Chief Management Services (Arb)	Indemnity on claim against GCC's bond. $160,505.40	American Arbitration Association, WA	12/12 - Arbitration demand withdrawn	Mountain Chief Management Services P.O. Box 369, 4156 Hwy 89 Babb, MT 59411 (406) 200-8369
10/5/12	GCC v. Balfour Beatty Infrastructure, Inc., et al.	Breach of contract, enforcement of payment bond. $511,135.66	Sacramento County Superior Court, CA 34-2012-00133210	7/13 - Settled	Balfour Betty Infrastructure, Inc. 10151 Florin Road Sacramento, CA 95029 Chris Rutherford (916) 681-2001
10/9/12	GCC v. So Pac Rail, Inc., et al.	Indemnity for breach of contract. $655,178.59	San Mateo County Superior Court, CA CIV517206	3/13 – Settled	So Pac Rail, Inc. 1450 W. 228th St., Unit 33 Torrance, CA 90501 Tom Clancy (310) 326-0022
4/1/13	GCC v. Legg, et al., including CADOT (Cross Complaint filed)	Non-payment; breach of contract; quantum meruit; fraud & deceit; enforcement of stop notice and enforcement of payment bond (Cross complaint filed) $330,897.31	Kern County Superior Court, CA S -1500-CV 278646 DRL	12/15 – GCC obtained default judgment against Legg	CADOT Legal Division, MS-57 1120 N. St. Sacramento, CA 95814 Jidi Wong, Esq. (916) 654-2630
9/17/13	GCC and MS DOT (US82 Bridge Demo) (Arb)	Delay damages due to high river levels. $750,000.00	State Transportation Arbitration Board 406 Treeline Dr. Brandon, MS 39042 63	11/13 – Award issued in GCC's favor	MS DOT P.O. Box 1850 Jackson, MS 39215 Mark McConnell Phone: (601) 359-7001
10/28/13	GCC v. Disney Construction; CADOT, et al.	Non-payment; Enforcement of stop notices and payment bond. $573,359.39	Mono County Superior Court, CA CV130116	7/14 – Settled	isney Construction, Inc. 875 Mahler Rd., #188 Burlingame, CA 94010 (650) 259-9545

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START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
12/6/13	GCC v. Andrewglen Development, LLC, et al.	Breach of contract for non-payment; Enforcement of payment bond. $674,440.08	Los Angeles County Superior Court, North District MC024325	3/15 – Judgment for GCC	Slater Law, APC Theodore Slater 9663 Santa Monica Blvd., #609 Beverly Hills, CA 90210 (818) 970-2241
3/26/14	GCC v. CADOT (I-805 North)(Arb)	GCC alleges defective plans & specs, constrained access, differing site conditions $3,936,373.73	Office of Administrative Hearings CA 2349 Gateway Oaks Dr, STE 200 Sacramento, CA 95833 A-0009-2015	Pending	CADOT Legal Division – MS 130 4050 Taylor Street San Diego, CA 92110 (619) 688-2351
4/16/14	GCC v. Earth Systems Southern California (Arb)	Defective mix design for asphalt pavement causing delay & damage to GCC. $340,000.00	American Arbitration Association 01-14-0000-1913	10/14 – Settled	Earth System South California 895-Aero Vista Place, STE 102 San Luis Obispo, CA 93401 (805) 781-0112 ishin@earthsys.com R. Stellwagen, Jr., Esq. (626) 243-1100 rstellwagen@ccmslaw.com
4/23/14	GCC v. CADOT (Bridgeport Project) (Arb)	Non-payment for delay and extra costs. GCC seeks recovery in contract deductions assessed by Caltrans and extra costs incurred. $1,342,25.95	Office of Administrative Hearings – Public Works Contracts OAH No. A-0009-2014	9/16 – Arbitration award for GCC	CADOT 1120 N Street MS-49 Sacramento, CA 95814 Phone: (260) 872-5211 Brent.Green@dot.ca.gov
6/23/14	GCC v. Chester Bross	Non-payment; breach of contract; enforcement of stop notices and payment bond; quantum meruit. $141,965.00	San Francisco County Superior Court, CA CGC-14-541521	8/15 - Settled	Chester Bross Construction Company P.O. Box 430 Hannibal, MO 63401 (209) 747-3595 Shawn.simmons@chesterbross.com
1/2/15	GCC v. Meadow Valley Contractors, Inc.; Liberty Mutual	Non-payment $115,166.94	Washoe County 2nd District Court, NV CV14-00230	12/15 – Settled	Meadow Valley Contractors, Inc. Lance Harris (702) 643-9472
2/23/15	GCC v. CADOT (Interstate 10 Overlay, Riverside Co)	Non-payment for delay and extra costs $247,070.15	Office of Administrative Hearings – Public Works Contracts A-0001-2015	6/15 - Settled	CADOT 464 W. 4th Street, MS1104 San Bernardino, CA 92401-1400 Gerardo De Santos (909) 383-4563
4/20/15	GCC v. CADOT (I-805 South) (Arb)	GCC alleges defective plans & specs, constrained access, differing site	Office of Administrative Hearings 2349	Pending	CADOT, District 11

Appendix B2

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
		conditions $5,800,000.00	Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0010-2015		8863 Airway Rd San Diego, CA 92154 (519) 6970217 paul.y.hsu@dot.ca.gov
6/26/15	GCC v. CADOT (Lonepine Cottonwood) (Arb)	Non-payment; breach of contract, breach of warranty, breach of implied good faith & fair dealing. $864,964.51	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0013-2015	3/17 - Settled	CADOT Legal Division 1120 N. Street, MS-57 Sacramento, CA 95814-5680 Dave Bishop or Lauren A. Machado (916) 654-2630 Dave_bishop@dot.ca.gov
7/8/15	GCC v. CADOT (395 Conway Summit) (Arb)	GCC seeks recovery in extra costs it incurred in attempting to comply with the defective specification. $125,453.17	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0014-2015	10/16 – Settled GCC	Caltrans - Construction 500 S. Main Street Bishop, CA 93514 Phone: (760) -872-5211 tim.shultz@dot.ca.gov
3/17/16	GCC and RS&H Architects/ I40 Reconstruction (Arb)	Breach of contract based on RSL&H's failure to meet standard of care and negligence. $3,390,322.00	American Arbitration Association, North Carolina	1/17 – Arbitration award for GCC	RS&H Architects-Engineers-Planners, Inc. 10748 Deerwood Park Blvd. S. Jacksonville, FL 32256 (904) 256-2272 Ken.jacobson@rsandh.com
6/10/16	GCC/MCM JV v. CADOT (PiP 101) (Arb)	Breach of contract including implied covenant of good faith and fair dealing. $1,203,308.77	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0012-2016	Pending	CADOT, Dist. 5 50 Higuera St. San Luis Obispo, CA 93401 Phone: (805) 549-3111 Deputy Atty. Elizabeth Reed
8/17/16	GCC v. JLR Engineering	Breach of contract; default. $1,719,563.61	Third District Court of Salt Lake County, UT 160906566	5/17 – Judgment for GCC	JLR Engineering, Inc. 5282 S Commerce Drive, STE D292 Murray, UT 84107-5309 (801) 791-9922 Shuana Shurtliff

Appendix B2

ARBITRATION/ LITIGATION FILED AGAINST GRANITE CONSTRUCTION COMPANY WITHIN THE PAST FIVE (5) YEARS
As of May 2017

Work/Payment issues over $50,000 only; Granite Construction Company can only provide a list of arbitration and lawsuits.

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
6/25/12	Aggregate Technologies, Inc. v. Goldshire Developers, LLC, GCI dba Houston Rapid Transit JV;	Payment bond claim filed by subcontractor against HRT and payment bond sureties $253,108.00	152nd District, Harris County, TX 2012-34382	12/15 – Settled	William B. Westcott, Esq. 3900 Essex Ln., STE 800 Houston, TX 77027 (713) 850-4200
7/16/12	Yaquina River Constructors JV v. T.Y. Lin Int., et al. (counter claim filed)(Arb)	Non-payment By YRC $36,000,000.00 Against YRC $1,800,000.00	American Arbitration Association 75 441 Y 00085 12 VIAM	5/14 – Settled	Janelle Chorzempa, Esq. Marvin Chorzempa & Larson 4380 SW Macadam Ave., STE 515 Portland, OR 97239 (501) 232-1410
8/13/12	Bulldog Erectors, Inv. v. Flatiron Constructors, Inc., et al. (including GCC)	Non-payment for rental equipment $175,035	Court of Common Pleas, Newberry County, SC 2012-CP-36-413	4/13 - Settled	M. Alan Peace, Esq. 1331 Elmwood Ave., STE 300 Columbia, SC 29211-1656 (803) 779-4997
11/1/12	Skyline Electric v. Wilder, GCC	Non-payment; Subcontractor dispute for add'l compensation $120,037.81 against GCC $30,000.00 by GCC	Superior Ct., Third Judicial District At Anchorage, AK 3AN 12 10686 C	10/13 – Settled	Grant E. Watts, Esq. Holmes Weddle & Barcott PC 701 W. 8th Ave., STE 700 Anchorage, AK 99501-3408
2/5/13	Griffin Sign, Inc. v. Intercounty Constructors, GCC et al.	Non-payment $296,095.25	Circuit Court, Montgomery Co., MD 372682-V	3/14 – Settled	James, H. West West & Gaarder, LLC 409 Washington Ave., STE 1010 Baltimore, MD 21204 (410) 296-4655 Jay.west@westgaarder.com
4/1/13	American Caisson, Inc. dba The Mahaffey Companies v. GCC (Arb)	Non-Payment $55,843.69	American Arbitration Association 72 110 E 00297 13 LGB	8/13 – Settled	Kirk S. MacDonald, Esq. Gill & Baldwin, PC 130 N. Brand Blvd, STE 405 Glendale, CA 91203 (818) 500-7755
4/1/13	Jack Davenport Sweeping Services, Inc., et al. v. Legg, Inc., et al. (including GCC)	Non-payment (Cross Complaints filed) $330,897.31 by GCC	Superior Ct., Kern Co. (Metropolitan Division), CA S -1500-CV 278646 DRL	9/15 – GCC obtained default judgment against Legg	Legg, Inc. 2551 2nd St. Livermore, CA 94550 Robert Legg, II

Appendix B2

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
7/16/13	Bard Water District v. GCC	Declaratory Relieve Action to Invalidate a Judgment entered against Bard $185,235.94 +	Supreme Court of CA, Imperial County ECU 07750	11/14 – Judgment for GCC	James D. Crosby, Esq. Klinedinst PC 501 West Broadway, STE 600 San Diego, CA 92101 619-239-8131
7/26/13	Trenchless Construction, et al. v. ECC a JV of GCC (Counter complaint filed)	Non-payment for services and material (Counterclaim by GCC) $158,920.98 by ECC Against ECC $68,547.00	Superior Court of King County, WA 132270897SEA	3/14 - Settled	Kristi D. Favard, Esq. Anderson Hunter Law Firm 2707 Colby Ave., STE 1001 Everett, WA 98206-5161 (425) 252-5181
9/6/13	Earth Reinforcement Specialists v. GCC (Arb)	Contract issues; alleges it underbid work $117,000.00 by GCC Against GCC $72,000.00	Office of Administrative Hearings, AZ	1/14 – Awarded for GCC	George H. King Michael W. Thal Lang Baker & Klain, PLC 8767 E. Via de Commercio, STE 102 Scottdale, AZ 85258
1/13/14	Oceanside Construction, Inc. and GCC (Arb)	Extra work and Non-payment alleged by OCI against GCC Delay and other damages alleged by GCC against OCI $239,476.77 by GCC Against GCC $200,000.00	American Arbitration Association 75 110 00003 14	7/14 – Settled	Shawn Hicks, Esq. 800 5th Avenue, STE 3825 Seattle, WA 98104 (206) 812-1414 shawnhicks@att.net
1/24/14	Cemex Construction Materials Pacific, LLC v. GCC, et al.	Complaint to enforce stop notice; payment bond for breach of contract Against GCC $388,614.82	Superior Court of Los Angeles County, CA BC531252	4/15 – Settled	Mark A. Walsh, Esq. Walsh & Walsh PC 420 Exchange, STE 270 Irvine, CA 92602 (714) 544-6609
2/18/14	Dig-It, Inc. (counterclaim) v. Timothy P. Charlwood, et al. v. GCC	Breach of contract, unjust enrichment, declaratory judgment Unspecified damages	Second District Court of Weber County, UT 130901138	3/14 – Dismissed without prejudice	Mark D. Taylor The Judge Building, STE 410 8 E. Broadway Salt Lake City, UT 84111 (801) 746-6300
6/24/14	Consolidated Systems, Inc. v. GCC, FIC, et al.	Non-payment Unspecified damages	13th Circuit Ct., Hillsborough County, FL 2014CA64554B	10/14 – Settled	Stephen O. Cole Macfarlane Ferguson & McMullen PO Box 1669 Clearwater, FL 33757 (727) 441-8966

Appendix B2

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
12/31/14	Green v. Granite Ames Joint Venture, et al. (JV)	Breach of right of entry and breach of contract $75,000 by Granite-Ames JV $300,00 by Green	Second Judicial District Court, Davis County, Farmington Dept., UT 140701079	Pending	Gregory S. Moesinger Kirton McConkie 50 East South Temple Salt Lake City, UT 84111 (801) 328-3600
1/2/15	Construction Ahead, Inc. v. dba Pavement Surface Control v. Eastside Corridor Constructors JV ("ECC")	Breach of contract; non-payment $2,824,407.19	Superior Court of Thurston County, WA 15-2-00344-2	5/15 - Settled	John P. Ahlers Lindsay K. Taft Ahlers & Cressman PLLC 999 3rd Avenue, STE 3800 Seattle, WA 98104-1088
4/8/15	Safeway v. GCC	Breach of contract; breach of express an implied warranties. Unspecified damages.	Alaska District - U.S. District Court - Anchorage Division, AK 3AN1511239CI	Pending	Cynthia L. Ducey Delaney Wiles, Inc., STE 400 1007 W. 3rd Avenue Anchorage, AK 99501 (907) 279-3581
4/15/15	HW Lochner and ECC (GCC JV) (Arb)	Breach of contract for failure to meet standard of care and negligence related to Lochner's professional design services. $45,000,000 By ECC $24,000,000 against ECC	American Arbitration Association 02-15-0003-7129	3/17 - Settled	Michelle R. Epstein, Esq. Donovan Hatem LLP 53 State Street Boston, MA 02109 (617) 406-4500 mepstein@donovanhatem.com
8/11/15	City of Sacramento v. TranSystems Corp., et al.	Breach of contract, breach of warranty, and negligence	Sacramento County Superior Court, CA 34201500179619	Pending	Sari Myers Dierking 915 I Street Room 4010 Sacramento, CA 95814-2608 916-808-2608
9/30/15	Cemex Construction v. Tab Constructors, GCC, *FIC, State of CA, et al.*	Non-payment; enforce stop payment notice $141,244.00	Superior Court of Ventura County, CA 56201500469243CUORVTA	4/16 – Settled	Cemex Construction Materials Pacific, LLC 1501 Belvedere Rd. West Palm Beach, FL 33406 Carmona German (800) 226-5521 Mark A. Walsh, Esq. (714) 544 - 6609
5/3/16	Robertson's Ready Mix, LTD v. San Diego Association of Government, GCC, et al.	Breach of contract; non-payment. $122,966.34	San Diego County Superior Court, CA 37-2016-00013474-CU-MC-CTL	8/16 – Dismissed	Mervyn Y. Encarnacion, Esq. 200 S. Main Street, STE 200 Corona, CA 92882 (951) 493-5454

Appendix B2

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
6/2/16	Trinity Highway Products, LLC v. DRG Fence, Inc., CADOT, GCC; et al.	Non-payment. Granite substituted into the place and in place of Trinity before obtaining a default judgment against DRG Fence, Inc. $139,855.98 by GCC	Superior Court of Santa Barbara County, CA 16CV02289	11/16 – GCC obtained a default judgment against DRG Fence, Inc.	Trinity Highway Products, LLC 2525 N. Stemmons Freeway Dallas, TX 75207 (800) 527-6050 Mark J. Elmore Michael I. Wayne, Esq. (310) 926-6453
8/9/16	North Coast Electric v. Elcon Corp, GCC	Breach of contract; surety bond claim by materials supplier By GCC $334,354.00 Against GCC $169,656.00	Pierce County Superior Court, WA 16-2-09861-0	Pending	Todd R. Johnston Hershner Hunter, LLP PO Box 1475 Eugene, OR 97440 (541) 686-8511
5/4/17	PTG-HTG, et al. v. AGL Constructors JV, et al. (including GCC)	Breach of contract; non-payment $6,200,000 (designer claim)	District Court of Travis County, TX DC1705165	Pending	Gregory N. Ziegler, Esq. 1201 Elm Street 3800 Renaissance Tower Dallas, TX 75270 (214) 744-3300

Appendix B2

GRANITE™

Granite Construction Company

Termination for Convenience

Granite Construction Company, in its 95th year of business, performs over $1.8 billion worth of construction work annually on thousands of different construction projects. Granite is involved with public and private works contracts which as a general rule contain a termination for convenience clause. As such, there have been a minimal number of contracts terminated for the convenience of the project owner.

Granite has an excellent reputation in the industry for completing projects in a timely and competent manner.

(16e)

PENDING ARBITRATION / LITIGATION PROCEEDINGS FILED BY GRANITE CONSTRUCTION COMPANY (GCC) WITHIN THE PAST FIVE (5) YEARS
(As of June 2017)

Work/ payment issues over $50,000 only; Granite Construction Company can only provide a list of arbitration and lawsuits.

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
3/26/14	GCC v. CADOT (I-805 North)(Arb)	GCC alleges defective plans & specs, constrained access, differing site conditions $3,936,373.73	Office of Administrative Hearings CA 2349 Gateway Oaks Dr, STE 200 Sacramento, CA 95833 A-0009-2015	Pending	CADOT Legal Division – MS 130 4050 Taylor Street San Diego, CA 92110 (619) 688-2351
4/20/15	GCC v. CADOT (I-805 South) (Arb)	GCC alleges defective plans & specs, constrained access, differing site conditions $5,800,000.00	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0010-2015	Pending	CADOT, District 11 8863 Airway Rd San Diego, CA 92154 (519) 6970217 paul.y.hsu@dot.ca.gov
6/10/16	GCC/MCM JV v. CADOT (PIP 101) (Arb)	Breach of contract including implied covenant of good faith and fair dealing. $1,203,308.77	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0012-2016	Pending	CADOT, Dist. 5 50 Higuera St. San Luis Obispo, CA 93401 Phone: (805) 549-3111 Deputy Atty. Elizabeth Reed

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(16e)

PENDING ARBITRATION / LITIGATION PROCEEDINGS FILED BY GRANITE CONSTRUCTION COMPANY (GCC) WITHIN THE PAST FIVE (5) YEARS
(As of June 2017)

PENDING ARBITRATION/ LITIGATION FILED AGAINST GRANITE CONSTRUCTION COMPANY WITHIN THE PAST FIVE (5) YEARS
As of May 2017

Work/Payment issues over $50,000 only; Granite Construction Company can only provide a list of arbitration and lawsuits.

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
12/31/14	Green v. Granite Ames Joint Venture, et al. (JV)	Breach of right of entry and breach of contract $75,000 by Granite-Ames JV $300,00 by Green	Second Judicial District Court, Davis County, Farmington Dept., UT 140701079	Pending	Gregory S. Moesinger Kirton McConkie 50 East South Temple Salt Lake City, UT 84111 (801) 328-3600
4/8/15	Safeway v. GCC	Breach of contract; breach of express and implied warranties. Unspecified damages.	Alaska District - U.S. District Court - Anchorage Division, AK 3AN1511239CI	Pending	Cynthia L. Ducey Delaney Wiles, Inc., STE 400 1007 W. 3rd Avenue Anchorage, AK 99501 (907) 279-3581
8/11/15	City of Sacramento v. TranSystems Corp., et al.	Breach of contract, breach of warranty, and negligence	Sacramento County Superior Court, CA 34201500179619	Pending	Sari Myers Dierking 915 I Street Room 4010 Sacramento, CA 95814-2608 916-808-2608
8/9/16	North Coast Electric v. Elcon Corp, GCC	Breach of contract; surety bond claim by materials supplier By GCC $334,354.00 Against GCC $169,656.00	Pierce County Superior Court, WA 16-2-09861-0	Pending	Todd R. Johnston Hershner Hunter, LLP PO Box 1475 Eugene, OR 97440 (541) 686-8511
5/4/17	PTG-HTG, et al. v. AGL Constructors JV, et al. (including GCC)	Breach of contract; non-payment $6,200,000 (designer claim)	District Court of Travis County, TX DC1705165	Pending	Gregory N. Ziegler, Esq. 1201 Elm Street 3800 Renaissance Tower Dallas, TX 75270 (214) 744-3300

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(16a)

ARBITRATION / LITIGATION PROCEEDINGS FILED BY GRANITE CONSTRUCTION COMPANY (GCC) AGAINST PROJECT OWNERS WITHIN THE PAST FIVE (5) YEARS
As of May 2017

Work/ payment issues over $50,000 only; Granite Construction Company can only provide a list of arbitration and lawsuits.

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
5/29/12	GCC v. CADOT (Hwy 14) (Arb)	Non-payment; Improperly assessed LDs. $108,000.00	Office of Administrative Hearings – Public Works and Contract Arbitration Program 2349 Gateway Oaks Dr., STE 200 Sacramento, CA 95833-4321	8/12 – Settled	CA DOT, District 6 1352 West Olive Ave. P.O. Box 12616 Fresno, CA 93778-2616 Sherri Bender Ehlert (559) 488-4195
8/1/12	GCC v. Mountain Chief Management Services (Arb)	Indemnity on claim against GCC's bond. $160,505.40	American Arbitration Association, WA	12/12 - Arbitration demand withdrawn	Mountain Chief Management Services P.O. Box 369, 4156 Hwy 89 Babb, MT 59411 (406) 200-8369
10/5/12	GCC v. Balfour Beatty Infrastructure, Inc., et al.	Breach of contract, enforcement of payment bond. $511,135.66	Sacramento County Superior Court, CA 34-2012-00133210	7/13 - Settled	Balfour Betty Infrastructure, Inc. 10151 Florin Road Sacramento, CA 95029 Chris Rutherford (916) 681-2001
10/9/12	GCC v. So Pac Rail, Inc., et al.	Indemnity for breach of contract. $655,178.59	San Mateo County Superior Court, CA CIV517206	3/13 – Settled	So Pac Rail, Inc. 1450 W. 228th St., Unit 33 Torrance, CA 90501 Tom Clancy (310) 326-0022
4/1/13	GCC v. Legg, et al., including CADOT (Cross Complaint filed)	Non-payment; breach of contract; quantum meruit; fraud & deceit; enforcement of stop notice and enforcement of payment bond (Cross complaint filed) $330,897.31	Kern County Superior Court, CA S -1500-CV 278646 DRL	12/15 – GCC obtained default judgment against Legg	CADOT Legal Division, MS-57 1120 N. St. Sacramento, CA 95814 Jidi Wong, Esq. (916) 654-2630
9/17/13	GCC and MS DOT (US82 Bridge Demo) (Arb)	Delay damages due to high river levels. $750,000.00	State Transportation Arbitration Board 406 Treeline Dr. Brandon, MS 39042 63	11/13 – Award issued in GCC's favor	MS DOT P.O. Box 1850 Jackson, MS 39215 Mark McConnell Phone: (601) 359-7001

Appendix C2

(16a)

ARBITRATION / LITIGATION PROCEEDINGS FILED BY GRANITE CONSTRUCTION COMPANY (GCC) AGAINST PROJECT OWNERS WITHIN THE PAST FIVE (5) YEARS
As of May 2017

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
10/28/13	GCC v. Disney Construction; CADOT, et al.	Non-payment; Enforcement of stop notices and payment bond. $573,359.39	Mono County Superior Court, CA CV130116	7/14 – Settled	Disney Construction, Inc. 875 Mahler Rd., #188 Burlingame, CA 94010 (650) 259-9545
12/6/13	GCC v. Andrewglen Development, LLC, et al.	Breach of contract for non-payment; Enforcement of payment bond. $674,440.08	Los Angeles County Superior Court, North District MC024325	3/15 – Judgment for GCC	Slater Law, APC Theodore Slater 9663 Santa Monica Blvd., #609 Beverly Hills, CA 90210 (818) 970-2241
3/26/14	GCC v. CADOT (I-805 North)(Arb)	GCC alleges defective plans & specs, constrained access, differing site conditions $3,936,373.73	Office of Administrative Hearings CA 2349 Gateway Oaks Dr, STE 200 Sacramento, CA 95833 A-0009-2015	Pending	CADOT Legal Division – MS 130 4050 Taylor Street San Diego, CA 92110 (619) 688-2351
4/23/14	GCC v. CADOT (Bridgeport Project) (Arb)	Non-payment for delay and extra costs. GCC seeks recovery in contract deductions assessed by Caltrans and extra costs incurred. $1,342,25.95	Office of Administrative Hearings – Public Works Contracts OAH No. A-0009-2014	9/16 – Arbitration award for GCC	CADOT 1120 N Street MS-49 Sacramento, CA 95814 Phone: (260) 872-5211 Brent.Green@dot.ca.gov
2/23/15	GCC v. CADOT (Interstate 10 Overlay, Riverside Co)	Non-payment for delay and extra costs $247,070.15	Office of Administrative Hearings – Public Works Contracts A-0001-2015	6/15 - Settled	CADOT 464 W. 4th Street, MS1104 San Bernardino, CA 92401-1400 Gerardo De Santos (909) 383-4563
4/20/15	GCC v. CADOT (I-805 South) (Arb)	GCC alleges defective plans & specs, constrained access, differing site conditions $5,800,000.00	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0010-2015	Pending	CADOT, District 11 8863 Airway Rd San Diego, CA 92154 Paul Hsu (519) 6970217 paul.y.hsu@dot.ca.gov
6/26/15	GCC v. CADOT (Lonepine Cottonwood) (Arb)	Non-payment; breach of contract, breach of warranty, breach of implied good faith & fair dealing. $864,964.51	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833	3/17 - Settled	CADOT Legal Division 1120 N. Street, MS-57 Sacramento, CA 95814-

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(16a)

ARBITRATION / LITIGATION PROCEEDINGS FILED BY GRANITE CONSTRUCTION COMPANY (GCC) AGAINST PROJECT OWNERS WITHIN THE PAST FIVE (5) YEARS
As of May 2017

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
			A-0013-2015		5680 Dave Bishop or Lauren A. Machado (916) 654-2630 Dave_bishop@dot.ca.gov
7/8/15	GCC v. CADOT (395 Conway Summit) (Arb)	GCC seeks recovery in extra costs it incurred in attempting to comply with the defective specification. $125,453.17	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0014-2015	10/16 – Settled GCC	Caltrans - Construction 500 S. Main Street Bishop, CA 93514 Phone: (760) -872-5211 Tim Shultz tim.shultz@dot.ca.gov
6/10/16	GCC/MCM JV v. CADOT (PIP 101) (Arb)	Breach of contract including implied covenant of good faith and fair dealing. $1,203,308.77	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0012-2016	Pending	CADOT, Dist. 5 50 Higuera St. San Luis Obispo, CA 93401 Phone: (805) 549-3111 Deputy Atty. Elizabeth Reed

Appendix C2

(16a)

ARBITRATION / LITIGATION PROCEEDINGS FILED BY GRANITE CONSTRUCTION COMPANY (GCC) AGAINST PROJECT OWNERS WITHIN THE PAST FIVE (5) YEARS
As of May 2017

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8/1/12	GCC v. Mountain Chief Management Services (Arb)	Indemnity on claim against GCC's bond. $160,505.40	American Arbitration Association, WA	12/12 - Arbitration demand withdrawn	Mountain Chief Management Services P.O. Box 369, 4156 Hwy 89 Babb, MT 59411 (406) 200-8369
10/5/12	GCC v. Balfour Beatty Infrastructure, Inc., et al.	Breach of contract, enforcement of payment bond. $511,135.66	Sacramento County Superior Court, CA 34-2012-00133210	7/13 - Settled	Balfour Betty Infrastructure, Inc. 10151 Florin Road Sacramento, CA 95029 Chris Rutherford (916) 681-2001
10/9/12	GCC v. So Pac Rail, Inc., et al.	Indemnity for breach of contract. $655,178.59	San Mateo County Superior Court, CA CIV517206	3/13 – Settled	So Pac Rail, Inc. 1450 W. 228th St., Unit 33 Torrance, CA 90501 Tom Clancy (310) 326-0022
4/1/13	GCC v. Legg, et al., including CADOT (Cross Complaint filed)	Non-payment; breach of contract; quantum meruit; fraud & deceit; enforcement of stop notice and enforcement of payment bond (Cross complaint filed) $330,897.31	Kern County Superior Court, CA S -1500-CV 278646 DRL	12/15 – GCC obtained default judgment against Legg	CADOT Legal Division, MS-57 1120 N. St. Sacramento, CA 95814 Jidi Wong, Esq. (916) 654-2630
9/17/13	GCC and MS DOT (US82 Bridge Demo) (Arb)	Delay damages due to high river levels. $750,000.00	State Transportation Arbitration Board 406 Treeline Dr. Brandon, MS 39042 63	11/13 – Award issued in GCC's favor	MS DOT P.O. Box 1850 Jackson, MS 39215 Mark McConnell Phone: (601) 359-7001

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(16a)

ARBITRATION / LITIGATION PROCEEDINGS FILED BY GRANITE CONSTRUCTION COMPANY (GCC) AGAINST PROJECT OWNERS WITHIN THE PAST FIVE (5) YEARS
As of May 2017

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
10/28/13	GCC v. Disney Construction; CADOT, et al.	Non-payment; Enforcement of stop notices and payment bond. $573,359.39	Mono County Superior Court, CA CV130116	7/14 – Settled	Disney Construction, Inc. 875 Mahler Rd., #188 Burlingame, CA 94010 (650) 259-9545
12/6/13	GCC v. Andrewglen Development, LLC, et al.	Breach of contract for non-payment; Enforcement of payment bond. $674,440.08	Los Angeles County Superior Court, North District MC024325	3/15 – Judgment for GCC	Slater Law, APC Theodore Slater 9663 Santa Monica Blvd., #609 Beverly Hills, CA 90210 (818) 970-2241
3/26/14	GCC v. CADOT (I-805 North)(Arb)	GCC alleges defective plans & specs, constrained access, differing site conditions $3,936,373.73	Office of Administrative Hearings CA 2349 Gateway Oaks Dr, STE 200 Sacramento, CA 95833 A-0009-2015	Pending	CADOT Legal Division – MS 130 4050 Taylor Street San Diego, CA 92110 (619) 688-2351
4/23/14	GCC v. CADOT (Bridgeport Project) (Arb)	Non-payment for delay and extra costs. GCC seeks recovery in contract deductions assessed by Caltrans and extra costs incurred. $1,342,25.95	Office of Administrative Hearings – Public Works Contracts OAH No. A-0009-2014	9/16 – Arbitration award for GCC	CADOT 1120 N Street MS-49 Sacramento, CA 95814 Phone: (260) 872-5211 Brent.Green@dot.ca.gov
2/23/15	GCC v. CADOT (Interstate 10 Overlay, Riverside Co)	Non-payment for delay and extra costs $247,070.15	Office of Administrative Hearings – Public Works Contracts A-0001-2015	6/15 - Settled	CADOT 464 W. 4th Street, MS1104 San Bernardino, CA 92401-1400 Gerardo De Santos (909) 383-4563
4/20/15	GCC v. CADOT (I-805 South) (Arb)	GCC alleges defective plans & specs, constrained access, differing site conditions $5,800,000.00	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0010-2015	Pending	CADOT, District 11 8863 Airway Rd San Diego, CA 92154 Paul Hsu (519) 6970217 paul.y.hsu@dot.ca.gov
6/26/15	GCC v. CADOT (Lonepine Cottonwood) (Arb)	Non-payment; breach of contract, breach of warranty, breach of implied good faith & fair dealing. $864,964.51	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833	3/17 - Settled	CADOT Legal Division 1120 N. Street, MS-57 Sacramento, CA 95814-

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(16a)

ARBITRATION / LITIGATION PROCEEDINGS FILED BY GRANITE CONSTRUCTION COMPANY (GCC) AGAINST PROJECT OWNERS WITHIN THE PAST FIVE (5) YEARS
As of May 2017

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
			A-0013-2015		5680 Dave Bishop or Lauren A. Machado (916) 654-2630 Dave_bishop@dot.ca.gov
7/8/15	GCC v. CADOT (395 Conway Summit) (Arb)	GCC seeks recovery in extra costs it incurred in attempting to comply with the defective specification. $125,453.17	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0014-2015	10/16 – Settled GCC	Caltrans - Construction 500 S. Main Street Bishop, CA 93514 Phone: (760) -872-5211 Tim Shultz tim.shultz@dot.ca.gov
6/10/16	GCC/MCM JV v. CADOT (PIP 101) (Arb)	Breach of contract including implied covenant of good faith and fair dealing. $1,203,308.77	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0012-2016	Pending	CADOT, Dist. 5 50 Higuera St. San Luis Obispo, CA 93401 Phone: (805) 549-3111 Deputy Atty. Elizabeth Reed

Appendix C2

(16b)

ARBITRATION/ LITIGATION FILED BY OWNERS AGAINST GRANITE CONSTRUCTION COMPANY WITHIN THE PAST FIVE (5) YEARS
(As of June 2017)

Work/Payment issues over $50,000 only; Granite Construction Company can only provide a list of arbitration and lawsuits.

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
7/16/13	Bard Water District v. GCC	Declaratory Relieve Action to Invalidate a Judgment entered against Bard $185,235.94 +	Supreme Court of CA, Imperial County ECU 07750	11/14 – Judgment for GCC	James D. Crosby, Esq. Klinedinst PC 501 West Broadway, STE 600 San Diego, CA 92101 619-239-8131
4/8/15	Safeway v. GCC	Breach of contract; breach of express an implied warranties. Unspecified damages.	Alaska District - U.S. District Court - Anchorage Division, AK 3AN1511239CI	Pending	Cynthia L. Ducey Delaney Wiles, Inc., STE 400 1007 W. 3rd Avenue Anchorage, AK 99501 (907) 279-3581
8/11/15	City of Sacramento v. TranSystems Corp., et al.	Breach of contract, breach of warranty, and negligence	Sacramento County Superior Court, CA 34201500179619	Pending	Sari Myers Dierking 915 I Street Room 4010 Sacramento, CA 95814-2608 916-808-2608

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(16c)

LABOR RELATED AGENCY CLAIMS AND LEGAL PROCEEDINGS FILED AGAINST GRANITE CONSTRUCTION COMPANY ("GCC") IN THE PAST FIVE (5) YEARS
(As of June 2017)

START DATE	CASE NAME	DESCRIPTION	FORUM	STATUS
11/2/12	Compton v. GCC	Racial discrimination claim	Equal Employment Opportunity Commission ("EEOC"), CA	7/15 Dismissed
7/12/13	Lopez v. GCC	Age and racial discrimination claim	Labor Commission Antidiscrimination & Labor Division, UT	7/14 Dismissed
8/13/13	Shubin v. GCC	Wrongful termination and retaliation claim	Department of Fair Employment & Housing ("DFEH"), CA	2/15 Dismissed
9/5/14	Greer v. GCC	Claim for overtime pay and missed meal and rest periods	Division of Labor Standards Enforcement ("DLSE"), CA	12/15 Resolved
11/13/14	McKendrick v. GCC	Wrongful termination and religious discrimination claim	EEOC, Utah	7/15 Dismissed
1/6/15	Anderson v. GCC	Claim for overtime pay	Department of Labor & Industries, WA	6/15 Resolved
1/19/15	Calin v. GCC; KCC	Wrongful termination, gender and age discrimination claim	EEOC, WA	6/15 Dismissed
5/12/15	Ambriz v. GCC	Wrongful termination and disability discrimination claim	EEOC and DFEH, CA	4/16 Dismissed
8/17/15	Johnson v. GCC	Claim for payment of driving time to and from work	DLSE, CA	12/15 Resolved
9/28/15	Leeper v. GCC	Disability discrimination claim	Equal Rights Commission, NV	11/16 Dismissed
6/16/16	Cortez v. GCC	Wrongful termination, age and racial discrimination claim	DFEH, CA	Pending
7/16/16	Mendez v. GCC	Racial discrimination claim	EEOC, NC	9/16 Dismissed
5/24/17	Fuller v. GCC	Gender discrimination claim	EEOC, AL	Pending

**Apprenticeship and prevailing wage claims excluded.*

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This information must include all construction work undertaken in the State of California by the Bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of Bid submittal. Separate information shall be submitted for each particular partnership, joint venture corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

5-Calendar Years Prior to Current Year

	2012	2013	2014	2015	2016	TOTAL	CURRENT YEAR
1 Number of Contracts	572	587	579	464	580	2,782	N/A
2 Total dollar amount of contracts (in thousands of $)	$540,345	$547,930	$556,515	$555,519	$549,414	$2,749,724	N/A
3 Number of fatalities	0	0	0	0	0	0	N/A
4 Number of lost days workday cases	6	12	5	12	11	46	N/A
5 Number of lost workdays cases involving permanent transfer to another job or termination of employment**	12	23	10	19	0	64	N/A
6 Number of lost workdays	853	1,654	425	452	1,050	4,434	N/A

***The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary--- Occupational Injuries and Illnesses, OSHA No. 102.**
****These numbers represent total cases with job transfer or restricted duty.**

APPENDIX C3

GRANITE

Granite Construction Company

2016 Completed Jobs Greater Than $3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available)	Contract Amount	Actual Completion Date	INTERNAL USE ONLY Liens or Claims? If "Yes" give amount and explain in comments.
544590	Union Pacific Railroad 1400 Douglas Street Omaha, NE 68179-1001	UPRR Walong Siding Contract No.: 62248 Tehachapi, CA Siding, grading, and drainage improvements including four culverts along second mainline of track. Also, headwall improvements, furnished and installed subballast along track.	James Mross (402) 250-5375 (M) Fax: N/A jdmross@up.com	8,268,434	12/2/2016	No
490042	City of Bakersfield 1501 Truxtun Avenue Bakersfield, CA 93301-5201	Hosking Avenue Interchange Contract No.: T4K034 / 14-202 Hosking Avenue at Highway 99, CA Construct new interchange: construct new 6 lane overcrossing, retaining wall construction, HMA auxiliary lanes/ramps, drainage improvements, and highway planting.	Jim Simon, Parsons Brinckerhoff (916) 997-5175 Fax: N/A Email: N/A	21,370,239	8/12/2016	No
529044	County of Santa Clara 101 Skyport Drive San Jose, CA 95110-1302	Loyola Drive Bridge Widening (Bridge No. 37C0117) Contract No.: 15-02 Los Altos, CA Portions of bridge removal, addition of traffic lanes and bicycle lanes in each direction, reconstruct bridge railing, columns to the pier, protect a retaining wall in place, as well as associated roadway work for the structure.	Amir Douraghy Phone: N/A Fax: N/A Amir.Douraghy@rda.sccgov.org	3,817,740	8/26/2016	No
541850	East Bay Municipal Utility District PO Box 24055 MS 42 Oakland, CA 94623-1055	Bishop Ranch Recycled Water Line Contract No.: 2100 Hayward, CA 3,060' of 6", 4,225' of 8", 3,975' of 12", and 6,705' of 16" diameter PVC pipe; 135' of 6", 95' of 8", 630' of 12", and 625' of 16" diameter mortar lined and tape wrapped plastic coated steel (ML&PC) pipe; and performed related required work.	Chris Shumate (510) 287-7187 Fax: N/A cshumate@ebmud.com	6,209,671	7/12/2016	No
550771	County of Santa Clara 101 Skyport Drive San Jose, CA 95110-1302	Replacemt of Stevens Creek Bridge Contract No.: 15-08 / BRL0-5937(107 &109) Cupertino, CA Removal of existing single span steel girder bridge on steel piles with wooden deck, three stage construction of 60' & 70.5' single span cast-in-place pre-stressed concrete bridge deck supported on reinforced concrete abutments and spread footing foundations, and construction of reinforced concrete cantilever and CIDH retaining walls.	Albert Eydam (408) 573-2442 (408) 441-0652 (F) Albert.Eydam@rda.sccgov.org	3,555,121	11/15/2016	No

GRANITE

Granite Construction Company

2016 Completed Jobs Greater Than $3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available)	Contract Amount	Actual Completion Date	INTERNAL USE ONLY Liens or Claims? If "Yes" give amount and explain in comments.
559596	Calistoga Hills Resort 1019 Myrtle Street Calistoga, CA 94515-1727	Calistoga Hills - Washington Street Trunk Sewer & Pine Street Lift Station Contract No.: 559596 Calistoga, CA The trunk sewer portion of this project included the installation of 12" sanitary sewer force main, 24" gravity trunk sewer, 27" gravity trunk sewer, 18" reclaimed water pipe, and associated manholes, cleanouts, appurtenances, creek crossings with abutments, trench and backfill, and surface restoration. The lift station portion included installation of new fiberglass wet well, piping into and out of the wet well, connection to existing force main over the Napa River, coversion of existing wet well to an emergency overflow and pumping station, and installation of control equipment for the new configuration of the station.	Aaron Harkin (707) 942-4700 Fax: N/A Email: N/A	4,251,695	7/6/2016	No
569325	JDC Developments, LLC 4520 Madison Avenue Kansas City, Missouri 64111	FedEx Site Development Project #: 01-1512-0100 Watsonville, CA Sitework for FedEx ground facility including 200,000 CY earthwork, lime treat building pad, temporary bridge, 25,000 TN aggregate base, 5,000 TN AC paving, erosion control, signage, and striping.	Noel Cochran (916) 340-2432 Fax: N/A jmercer@alstonco.com	6,366,290	7/11/2016	No
577684	California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Highway 13 Overlay Contract No.: 04-1J1904 Oakland, CA Cold plane asphalt concrete pavement and overlay with RHMA-G.	Hugo Topete (530) 741-5504 (530) 822-4426 (F) Email: N/A	3,946,722	8/30/2016	No
476675	City of Healdsburg 401 Grove Street Healdsburg, CA 95448-4723	Healdsburg Avenue Bridge Retrofit Contract No.: 2014-03/BRLS-5027(010) Healdsburg, CA Seismic retrofitting & rehabilitation of existing historical steel truss bridge (originally constructed in 1921). Included RSP, mitigation landscaping, intersection grading, and installation of traffic signal equipment.	Mario Landeros, Senior Civil Engineer (707) 431-3335 (707) 431-3321 (F) mlanderos@ci.healdsburg.ca.us	12,318,401	6/7/2016	No
486796	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Seaside Retaining Wall Contract No.: 01-474904 Westport, CA Soldier pile retaining wall and storm damage repair. Included erosion control, culverts, MBGR, cold plane AC, structure excavation and backfill (soldier pile wall), reinforced embankment, HMA dike (types C & F), HMA paving, and structural concrete.	Chuck Lees, R.E. (707) 496-4351 Fax: N/A Email: N/A	5,298,354	12/31/2016	No

GRANITE

Granite Construction Company

2016 Completed Jobs Greater Than $3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available)	Contract Amount	Actual Completion Date	INTERNAL USE ONLY Liens or Claims? If "Yes" give amount and explain in comments.
403882	California American Water 511 Forest Lodge Road Suite 100 Pacific Grove, CA 93950-5040	San Clemente Dam Removal Contract No.: M1310 Monterey County, CA The primary feature of the project involved rerouting the Carmel River into San Clemente Creek at a location upstream of the SCD and permanently bypassing the majority of the accumulated sediment in the river. The bypass, or reroute channel, was excavated through the drainage divide between the Carmel River and San Clemente Creek. Upstream of the reroute channel, the upper Carmel River was excavated and restored to enable a transition to existing channel grades at the upstream end of the project limit. The new combined flow reach (CFR) between the reroute channel and the present dam location was restored with a focus on improving conditions for steelhead trout passage. The accumulated sediment in the San Clemente Creek arm of the reservoir was excavated and relocated to the sediment stockpile, stabilized in place, and restored to create a naturally occurring habitat for the native wildlife. In order to divert the Carmel River into the reroute channel and prevent flows from entering and destabilizing the sediment stockpile, a diversion dike ws constructed out of rock material from the reroute channel and was used to retain the sediments within the stockpile. Downstream of the diversion dike within the abandoned Carmel River arm, a stabilized sediment slope consisting of rock material from the reroute channel was constructed to retain sediments within the sediment stockpile area. Finally when all of the components were in place, the SCD was removed and the entire project was restored to blend in with the native surroundings.	Aman Gonzalez (831) 646-3230 Fax: N/A Email: N/A	70,947,186	10/31/2016	No
502657	United States Army Corps of Engineers - Omaha District 1616 Capitol Avenue Omaha, NE 68102-4901	GSAB Maintenance Hangar Contract No.: 14150007-001 Fort Carson, CO Airfield paving.	Dan J. Seler (303) 418-5317 Fax: N/A dseler@swinerton.com.	6,981,499	10/28/2016	No
557681	California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	I-8 Overlay Contract No.: 11-2M7804/ACSTPI-008-2(104)E El Centro, CA Milled 25' of existing HMA, layed 22" of HMA and installed 0.3' of rubberized chip seal, installation of two traffic loops, and permanent striping.	Daniel Hernandez-Duarte (760) 594-2008 Fax: N/A daniel.hernandez@dot.ca.gov	4,235,235	4/31/2016	No
560876	County of Imperial 155 South 11th Street El Centro, CA 92243-2803	LTA Phase III Rehabilitation of Various Roads Contract No.: 5663K & 5664A,B,D,E,F,M Imperial County, CA Mill and fill on various locations in Imperial County. Permanent striping and the construction of two concrete wash areas.	Juny Marmolejo (760) 337-3883 Fax: N/A jmarmolejo@theholtgroup.net	3,620,435	5/7/2016	No

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416433	County of Riverside 3525 14th Street Riverside, CA 92501-3813	Airport Boulevard Grade Separation Project Contract No.: A6-0241 Thermal, CA Construction of an overpass of Airport Blvd over Highway 111 and the Union Pacific Railroad and associated street improvements. Removed and replaced chain link fence and gate. Removed curb, gutter and sidewalk. 26,700 CY of roadway excavation. Furnished and placed aggregate base and 18,600 TN of Type A asphalt. Installed 12", 18", 24" and 36" reinforced concrete pipe. Jacked and bored 48" steel casing. Installed bridge deck drainage system, removed and replaced guard railing, and installed 4 signals and lighting at various locations.	Gabriel Munoz (951) 955-6765 Fax: N/A gmunoz@ctlma.org	20,600,000	2/4/2016	No
493091	County of Riverside 3525 14th Street Riverside, CA 92501-3813	Palm Springs MDP Line 43 & 43A Contract No.: 6-0-00163-01 Palm Springs, CA Excavation of approximately 700 CY of rock and 32,000 CY material. Approximately 17,500 SF of asphalt concrete excavation and back fill. Installed trench safety system and falsework. 233 CY of miscellaneous concrete structures and reinforced boxes. Installation of 18" to 66" RCP pipe. Installed 10 manholes. Furnished and graded aggregate base material and placed 1,400 TN of hot mix asphalt.	Ken Allen (760) 955-1288 (760) 684-8409 (F) gkallen@rcflood.org	5,713,958	1/18/2016	No
557312	County of Sacramento 9700 Goethe Road Suite D Sacramento, CA 95827-3558	Sacramento County Overlay 2015 Contract No.: 4268 Sacramento County, CA AC overlay.	Jeff Ternes Phone: N/A Fax: N/A ternesj@saccounty.net	5,358,735	1/19/2016	Yes (1) Damaged retaining wall caused by concrete crew (closed out). (2)
451798	California Department of Corrections and Rehabilitation 9838 Old Placerville Road Suite B Sacramento, CA 95827	Mule Creek Infill Complex Contract No.: 193200 Ione, CA A design/build site work project for new prison. Includes 1.1 million CY of rock, 40,000 LF of utilities, 350,000 TN of structural fill, and 26,000 TN of asphalt paving.	Mike Meredith (916) 255-3838 Fax: N/A mike.meredith@cdcr.ca.gov	31,604,685	1/27/2016	No
408264	County of Merced 2222 M Street Merced, CA 95340	Atwater-Merced Expressway/SR 99 Interchange Project Contract No.: 300-997 Atwater, CA Expressway contruction includes 197,000 CY of roadway excavation, 467,000 CY of import borrow, construction of 5 bridges (box girder and simple span), and 22,000 CY of concrete pavement.	Todd George (559) 661-5220 (559) 492-3457 (F) todd.george@nv5.com	34,600,736	11/11/2016	No

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420481	County of El Dorado Community Development Agency 2850 Fairlane Court Placerville, CA 95667-4100	Silva Valley Parkway Interchange Contract No.: PW 12-30647 El Dorado Hills, CA Project involves grading for a new interchange, new road alignments, and existing facility improvements. Grading scope includes import borrow, rock excavation, and structure excavation for 3 bridges and 2 culverts. Additionally, project includes minor concrete, HMA paving, drainage improvements, and waterline improvements.	Aradhana Kochar, R.E. (916) 599-5673 Fax: N/A aradhana.kochar@edcgov.us	14,285,682	9/26/2016	No
579626	Apple, Inc. 20450 Stevens Creek Boulevard Cupertino, CA 95014	Laguna 2511 Phase 1 Contract No.: 15041062-001 Sacramento, CA Parking lot expansion.	LaMont Hurren (916) 997-6838 Fax: N/A lhurren@swinterton.com	5,923,060	6/17/2016	No
513759	City of Santa Barbara 630 Garden Street Santa Barbara, CA 93101-1656	Cota Street Bridge Replacement Contract No.: 3589 Santa Barbara, CA Demolished existing bridge over creek and replaced with a new cast in place single span bridge with retaining walls.	Tom Contas (805) 563-0788 Fax: N/A Email: N/A	5,090,955	3/1/2016	No
487069	City of San Luis Obispo 919 Palm Street San Luis Obispo, CA 93401-3218	US 101/Los Osos Valley Road Interchange Contract No.: 05-0H7304/Q101(258)-1 San Luis Obispo, CA Construction of new highway overcrossing and creek bridge extension. Reconstruction of on and off ramps, storm drain upgrades, electrical upgrades, 1200' of new retaining wall, and pedestrian sidewalk improvements.	Kyle Rowland (805) 783-7717 (805) 781-7537 (F) krowland@slocity.org	18,179,526	7/22/2016	No
447680	County of Santa Barbara 123 East Anapamu Street Room 240 Santa Barbara, CA 93101-2079	Cathedral Oaks Road Bridge Contract No.: 862274 Santa Barbara, CA Replaced bridge with single span, 70' long, CIP box girder bridge, new concrete barriers, 200 TN of AC, and 3,000 CY of rip rap in channel.	Eric Pearson (805) 681-4990 (805) 681-4991 (F) epearso@cosbpw.net	3,111,224	3/18/2016	No

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526483	California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Highway 371 Shoulder Construction Contract No.: 08-0M2004 Riverside County, CA Shoulder widening and surface course replacement • 5.3 miles long - 2 lane highway through town – built mostly under reversing control T.C. • Constructed variable width shoulder widening at various locations in both directions with majority roughly 4' wide • Cold planed existing HMA & overlay with gap graded RHMA • Driveway minor HMA-A "24 EA, 456 TN, 32.6 CY", safety edge "396 TN 30,000 LF" & HMA-A under dike "143 TN, 10,000 LF" • 4 drainage extensions, 1 arch culvert extension with structual PCC wing walls, 25 over side drains with rip rap • Slope grading, shoulder backing, safety shoulders, 9,000 LF infiltration strip • C&G and tree removal • Minor PCC: 3 Dwy 33 CY & vegetation control 6 EA, 5,700 SF, 53 CY • Barrier 9 locations, 175 LF	Max Quach, R.E. (951) 232-7674 Fax: N/A max.quach@dot.ca.gov	6,418,095	4/29/2016	No
547966	San Diego Regional Airport Authority PO Box 82776 San Diego, CA 92138-2776	Bus Parking Facility Contract No.: 104181 San Diego, CA Construction of approximately 20 bus parking and 52 employee parking spaces and a 3,600' square driver break building which is shared with a taxi hold/shuttle van lot. The project also included grading, dry and wet utility services installation, surface pavement improvements, landscaping and a storm drainage detention facility. The area of disturbed soil for this project was approximately 3.50 acres.	Chris George (619) 400-2227 Fax: N/A cgeorge@san.org	5,651,175	2/18/2016	No
440630	Kaiser Foundation Hospitals 5201 Ruffin Road San Diego, CA 92123	Kaiser San Diego Hospital Contract No.: 4013098-3300000 San Diego, CA Site utilities including offsite improvements to existing roadway, demolition, grading, concrete flatwork, aggregate base, HMA, storm drain, striping, and electrical.	Nick Spady (858) 300-8790 (949) 652-0218 (F) nick.spady@henselphelps.com	8,941,157	10/15/2016	No

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397214	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816	I-805 Direct Access Ramp (DAR) Contract No.: 11-2T1824 Olympic to East Naples, CA Replaced existing bridge and constructed Direct Access Ramp. Widened existing highway to accommodate 2 CIP/PT bridges (5,955 CY), 18 CIP retaining walls (15,000 CY), 13,000 CY of white paving, 11,700 TN of HMA, ~7,000 LF of drainage, 126,000 CY of roadway excavation, 19,900 LF of K-Rail, 37,500 LF of temporary fiber roll, 19,900 LF of Type K temporary railing, 30,674 LF of 1" plastic pipe, 7,155 LF of 1 1/4" plastic pipe, 2,860 LF of 1 1/2" plastic pipe, 7,238 LF of 2" plastic pipe, 4,780 LF of 3" plastic pipe, 2,320 LF of 10" corrugated high density polyethylene (HDPE) pipe conduit, 1,135 CY of structural concrete bridge footing, 4,820 CY of structural concrete bridge, 14,080 CY of structural concrete retaining wall, 1,035 CY of structural concrete sound wall, 1 million LB of bar reinforcing steel bridge, 1.5 million LBS of bar reinforcing steel retaining wall, 4,020 LF of 24" alternative pipe culvert, 340 LF of 12" slotted plastic pipe, 1,830 LF of 24" reinforced concrete pipe, 62 LF of 30" reinforced concrete pipe, 80 LF of 36" reinforced concrete pipe, 92 LF of 48" reinforced concrete pipe, 9 LF of 30" Class IV reinforced concrete pipe, 23,250 LB of bridge deck drainage system, and 34,108 LB of miscellaneous iron and steel.	Marla Deyoe (619) 661-1342 / (858) 504-0504 (M) Fax: N/A marla_deyoe@dot.ca.gov	48,399,790	12/22/2016	Yes
517870	Alaska Department of Transportation & Public Facilities PO Box 196900 Anchorage, AK 99519-6900	Glenn Highway Pavement Preservation Contract No.: 56663/56683 Palmer, AK This federally funded contract resurfaced the Glenn Highway from Mile Post 42 to Mile Post 61. The contract milled and pre-levelled and then resurfaced the travel lanes. The project also included improvements to pedestrian curb ramps, guardrail end treatments, digouts, drainage repair, and sign and striping replacement. Quantities included: 55,520 CY unclassified ex, 1,770 ATB, 34,541 TN HMA, 86,642 TN Borrow Type A, 253,825 SY pavement planing, seeding, and 234,720 LF MMA pavement markings.	Rodney Cummings (907) 632-2653 (907) 243-5092 (F) rodney.cummings@alaska.gov	9,741,705	5/27/2016	No
531252	Alaska Department of Transportation & Public Facilities PO Box 196900 Anchorage, AK 99519-6900	Seward Highway Improvements Contract No.: 0A31053/58822 Girdwood, AK Pavement rehabilitation included highway widening for a passing lane, drainage improvements, signing upgrade, striping, and guardrail. Project included clearing/grubbing, 87,230 CY unclassified ex, 8,420 TB ATB, 6,690 SY subgrade blasting, 4,450 TN HMA, 1,134 LF 36" pipe and 22 EA end sections, 6,188 LF W-Beam guardrail, 115 SF standard sign, 17,950 SY compost, seeding, and MMA pavement markings.	Alan Drake (907) 269-0665 (907) 269-0425 (F) alan.drake@alaska.gov	7,518,105	6/30/2016	No

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553626	Alaska Department of Transportation & Public Facilities PO Box 196900 Anchorage, AK 99519-6900	Old Seward Highway Pavement Preservation Contract No.: 0537(006)/56712 Anchorage, AK This project milled and resurfaced the travel lanes for a 1.8 mile segment of Old Seward Highway. The project also included improvements to pedestrian curb ramps, guardrail, guardrail end treatments, dig-outs, drainage repair, sign replacement, and replacement of striping. Includes 13,000 CY unclassified ex, 2,780 ATB, 7,700 TN HMA, 25,300 TN borrow Type A, 48,200 SY pavement planing, seeding, and MMA pavement markings.	Bob Anderson (907) 269-0452 (907) 243-5092 (F) bob.anderson@alaska.gov	4,161,353	5/22/2016	No
591823	Alaska Department of Transportation & Public Facilities PO Box 196900 Anchorage, AK 99519-6900	HSIP: CR High Friction Surface Treatment Contract No.: 0001501/Z570920000 Anchorage, AK Installed hard aggregate surface treatment to increase friction at multiple locations within central region. Project work also included signing, striping, milling, and paving.	Jake Goodell (907) 444-2977 (907) 243-5092 (F) jake.goodell@alaska.gov	6,332,134	9/14/2016	No
557652	Silver Bell Mining LLC 5285 East Williams Circle Suite 2000 Tucson, AZ 85711-7711	Silver Bell Mine Mammoth Wash Heap Leach Phase I - Part A Contract No.: 557652 Marana, AZ P1406 SBM Mammoth Wash Heap Leach Field Phase 1.A. Placing a 24" and 18" HDPE pipeline and removing and replacing 4 pumps.	Ken Herschner (602) 300-6370 Fax: N/A kherschner@erimatt.net	5,523,380	3/31/2016	No
577423	US Army Corps of Engineers Fort Worth 819 Taylor Street Room 2A17 Fort Worth, TX, 76102	San Luis Fence Replacement Contract No.: W9126G-15-C-0248 San Luis, AZ Approximately 1.33 miles of primary fence removal and replacement with primary pedestrian fence along the US/Mexico International Border.	Mark L. Juel (760) 693-2012 (928) 376-0030 (F) mark.l.juel@usace.army.mil	4,438,021	2/3/2016	No
562690	Reno Tahoe Airport Authority PO Box 12490 Reno, NV 89510-2490	Taxiway C and Connectors Reconstruction Contract No.: R14005A Reno, NV 26,000 SY portland cement concrete, 41,500 SY hot mix asphalt, demolition, grading, taxiway edge lights, taxiway signage, and drainage.	David Lazo (775) 328-6400 Fax: N/A Email: N/A	8,364,202	5/31/2016	No
565217	State of Nevada 515 East Musser Street Carson City, NV 89701-4534	Apron Tarmac Replacement Contract No.: 109604 Reno, NV Grading, drainage, concrete paving, and asphalt paving.	Dan Daily (775) 684-4141 Brian Wacker (775) 430-3426	4,477,861	4/15/2016	No

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587044	Truckee Meadows Water Authority P.O. Box 30013 Reno, Nevada 89520-3013	Lemmon Drive Main Installation Contract No.: WA-2016-011 North Valley, NV Install water main line, concrete, and asphalt paving.	Maria Dufur (775) 834-8056 Fax: N/A mdufur@tmwa.com	8,923,879	8/1/2016	No
556433	Utah Department of Transportation 166 West Southwell Street Ogden, UT 84404	Hill Field Road Interchange Contract No.: S-0232(8)0 Layton, UT UDOT is reconstructing Hill Field Road along with installing new Thru "U" turns throughout the corridor. Along with these, they are also installing a new interchange with new bridges on I-15. Project includes the HMA paving throughout the corridor.	Deryl Mayhew (385) 208-0266 Fax: N/A derylm@horrocks.com	4,125,201	8/26/2016	No
497280	Salt Lake City Corporation PO Box 145452 Salt Lake City, UT 84114-5452	Deicing Pad 16L Contract No.: 55 0110 550 Salt Lake City, UT New Deice Pad 16L with 6 aircraft deice positions, including new collection and conveyance systems for storm water and glycol runoff management with associated valves, control and monitoring systems. Included in this project was the realignment of the northern portions of Taxiways H and G to accommodate new deice pad. Alignment of the existing airport perimeter road around the new deice pad and relocated taxiways and reconfiguration of the access taxiways and pavement tie-ins to the north cargo ramps. Demolition of existing pavements, excavation, and utility relocations to accommodate the new infrastructure. New airfield lighting systems in the vicinity of the new deicing pad and relocated taxiways, including taxiway edge and centerline lights, hold bars, lighted signs, etc., and controllable deice lane lighting. New airfield lighting regulator shelter with back-up power generator to house constant current regulators associated with new deice lane lighting. Temporary deicing control booth to house deicing lanes airfield lighting control systems, and deicing valve controls and monitoring equipment. New and relocated electrical and communication services to support the new infrastructure.	Sean Nelson (801) 575-2900 Fax: N/A Email: N/A	29,234,952	11/8/2016	No
560778	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-7420	Easton Hill to Kachess River Bridge Paving Contract No.: 8768/NHPP-9999(692) Kittitas County, WA Pavement overlays.	Scott Golbek (509) 577-1810 (509) 577-1603 (F) golbeks@wsdot.wa.gov	3,838,184	8/18/2016	No

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548225	County of Snohomish 3000 Rockefeller Avenue 5th Floor Everett, WA 98201-4046	2015 County Overlay and ADA Program Contract No.: CA02-15 Snohomish County, WA Domo/replaced 168 ADA ramps, planed131,000 SY HMA, placed 6,500 TN various types HMA, pulverized, graded, adjusted 426 utilities, and installed loops in nine different locations.	Hamid Aslani (425) 388-3488 (425) 388-6670 (F) hamid.aslani@snoco.org	5,047,499	2/28/2016	No
554546	State of Washington Department of Transportation 7141 Cleanwater Drive SW Olympia, WA 98504-0001	SR 500 Orchards to Battle Ground Grind and Inlay Contract No.: 8775/NHPP-0503(029) Clark County, WA 24,425 TN HMA overlay, 237,733 SY bituminous planing, 6,231 SF remove and replace curb ramps, and 445 EA traffic detection loops.	Lori Figone (360) 905-2000 Fax: N/A figonel@wsdot.wa.gov	4,433,825	2/9/2016	No
497240	ABB Inc. PO Box 91511 Raleigh, NC 27675-1511	Celili Converter Station Contract No.: 4501408545 The Dalles, OR Power/substation, excavation, concrete foundations, grounding grid rock, and other site work around power plant.	Michael Hughey (919) 856-2481 Fax: N/A michael.hughey@us.abb.com	14,533,443	4/1/2016	No
425676	Florida Department of Transportation 11201 North McKinley Drive Tampa, FL 33612	I-75 north of SR 52 Contract No.: E7I30 Pasco County, FL The design and construction of 4.06 miles of widening and resurfacing on I-75 (SR-93). Included 1 additional mainline travel lane in each direction on I-75 and resurfacing of 2 existing travel lanes in each direction of I-75. Work items included asphalt paving, guardrail, culvert extensions, MOT, excavation, and other highway associated items.	Jack Richert, Project Engineer (813) 415-6211 (813) 907-0295 (F) Email: N/A	45,951,189	8/17/2016	No
563179	San Diego Regional Airport Authority PO Box 82776 San Diego, CA 92138-2776	Employee Parking Lot 6 Expansion Contract No.: 104185 San Diego, CA This work includes construction of a parking lot with demolition, grading, paving (hot mixed asphalt and porous asphalt concrete), marking and striping, fence, access control system, lighting, security system, drainage.	Chris George, PE (619) 400-2227 / (619) 972-2389 (M) Fax: N/A cgeorge@san.org	3,148,885	1/14/2016	No
566268	BNSF Railway 2454 Occidental Avenue South Seattle, WA 98134-1439	Phase 2 Maintenance and Warning Measures Contract No.: BF 10008193 Everett, WA 1000' long, 10' exposed height soldier pile wall with concrete panel lagging to catch slide debris from hillside to protect adjacent mainline BNSF tracks.	Megan Reagan (206) 625-6413 Fax: N/A megan.reagan@bnsf.com	3,340,156	1/12/2016	No

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589596	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84107-1430	I-15; I-84 to SR-134 Contract No.: F-I15-8(155)344 Weber County, UT This job consisted of a 1 ½" rotomill and SMA overlay for I-15 from mile post 340.25 to 349.86. This also included all on and off ramps and sections of 12th Street and 31st Street. Along with this work was installation of 3M tape, thermoplastic message signs and stop bars, lowering and raising manholes and valves, and installation of 185' of pipe and two new catch basins. Added to the scope of the project was LIDAR of existing bridge decks and 3D modeling of twelve bridge approach and departures. This was used to create profile milling and paving with the newly designed elevations. Also added was the painting of all bridge decks.	Jace Mecham Phone: N/A Fax: N/A jmecham@utah.gov	10,983,709	9/21/2016	No
593212	Federal Highway Administration 12300 West Dakota Avenue, Suite 360 Lakewood, CO 80228-2587	Mojave Park Roadway Improvements Contract No.: 605254 Mojave National Park, CA Roadway realignment w/new base. Overlay, pothole patching, rip-rap installation, and low water crossing installations.	Kelly Larson - FHWA	5,431,372	8/5/2016	No
593484	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-7420	Highway 12 Emergency Flood Contract No.: DME-086 Yakima, CA US 12 in Lewis & Yakima Counties. Repaired roadway where it was washed out, removed debis from roadway, repaired roadway surfacing, crushed surfacing top and base course, quarry spalls, HMA and cold mix.		4,099,713	6/21/2016	No
598000	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84107-1430	US 40; Bridge Preservation Contract No.: F-R299(201) Jordanelle Reservoir, UT US-40 consisted of 7 different bridges near Park City and Heber City. Six of the bridges were hydro demo rehabs that were a part of Highway 40. The other bridge went over US-40 (Deerhollow Bridge) which was a pot-hole patch.	Brady Roberts Phone: N/A Fax: N/A bproberts@utah.gov	3,903,229	8/18/2016	No
611504	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84107-1430	Sr 199; Dugway to SR-36 Contract No.: F-0199(6)0 Dugway, UT The project consisted of hot in-place recycled (HIR) paving through the straight-a-ways on both SR-199 MP 16.7-21.96 and 0-9 and SR-196 MP 0-24. The HIR subcontractor placed 1.5" of recycled asphalt while simultaneously placing another 1.5" of new HMA ½ that we provided from Talon Cove.	Rodney Ruby (801) 910-2560 Fax: N/A Email: N/A	8,309,736	10/1/2016	No

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612584	Coachella Valley Water District PO Box 1058 Coachella, CA 92236-1058	Coachella Canal Wasteway #3 Contract No.: SW0054 Coachella, CA 8,478 LF of channel was demolished and fully reconstructed, 350 TN of rebar were installed, 9,713 CY of concrete was poured, 4,925 CY of concrete was demolished, removed, and hauled away, and 401,427 SF of embankment was compacted and cut to finished grade.	Mario Zamora (760) 398-2661 Fax: N/A MZamora@cvwd.org	4,377,847	7/31/2016	No
619125	Kennecott Utah Copper 8362 West 10200 South Bingham Canyon, UT 84006-1197	Haul Bridge Overpass Contract No.: 3102105899 Herriman, UT Design-Build (with approval of KUC) project of a bridge large enough that normal UDOT traffic can drive underneath while the Komatsu 930 haul trucks can drive over the Mine Access Road.The Mine Access Road is crucial to KUC's business and all of the employees, vendors, and suppliers have to drive in and out of the mine on this roadway. Since that is the case, the road was required to be open 24 hours a day 7 days a week during construction.	William Slanaker, Rio Tinto Projects Growth & Innovation, RTKC (801) 204-3831 / (520) 609-2800 (M) Fax: N/A William.slanaker@riotinto.com	3,122,147	9/9/2016	No
628230	Town of Atherton 91 Ashfield Road Atherton, CA 94027-3897	Marsh Road Channel Repair Project Contract No.: 56005 Atherton, CA Replacement of roughly 1,805 FT of existing open trapezoidal channel with a new concrete U-shaped channel including conforms to existing box culverts at both the upstream and downstream ends and associated improvements such as, but not limited to, construction of temporary shoring, temporary cofferdam and bypass piping, providing traffic control, and installation of a traffic rated steel safety railing.	Thanh Dickerson P.E. Ghirardelli Associates (510) 393-8192 tdickerson@ghirardelliassoc.com	4,004,472	9/22/2016	No
628271	County of Kern Roads Department 2700 M Street Suite 400 Bakersfield, CA 93301	15023 Old River Road Contract No.: CML-5950(389)/15023 Bakersfield, CA Approximately 150,000 SY cold-in-place recycling, shoulder widening and HMA overlay from SR 166 to I-5, and from I-5 to SR 223. Approximately 11,500 TN of HMA overlay from SR 223 to SR 119. The whole length of the project was 15 miles,and a total of 41,104 TN of HMA. Project also had some 18" and 24" reinforced concrete pipe, rock slope protection, and dike and shoulder backing.	Jim Burford (661) 862-8873 Fax: N/A burforj@co.kern.ca.us	5,197,498	11/3/2016	No
628918	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84107-1430	I-80 Castle Rock Contract No.: F-I80-4(159)186 Salt Lake City, UT Project consisted of a thin lift mill with an SMA overlay. Expansion relief joints were demolished and replaced with HMA every ½ mile. Strom drainage reconstruction and lining. All striping and signage was replaced. Outside shouldering the length of the project was performed.	Bryan Chamberlain (801) 887-3405 Fax: N/A Email: N/A	7,800,670	11/18/2016	No
630270	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Highway 1 RHMA Overlay Contract No.: 04-3J5104 Pescadero, CA State highway improvements including 243,150 SY asphalt cold plane, 182 TN of	Fred Booshehri, RE (650) 227-7241 (650) 688-6390 (F) fred.booshehri@dot.ca.gov	3,278,161	11/16/2016	No

GRANITE

Granite Construction Company
2016 Completed Jobs Greater Than $3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Actual Completion Date	INTERNAL USE ONLY Liens or Claims? If "Yes" give amount and explain in comments
		Type-A hot mix asphalt overlay, 16,578 TN rubberized HMA overlay, 10,311 LF of HMA dike, striping, marking, and centerline rumble strip.				
633037	Nevada Department of Transportation 1263 South Stewart Street Carson City, NV 89712-0001	Lovelock Overlay Contract No.: 3636 Lovelock, NV Overlay and paving.	Thor Dyson (775) 888-7070 Fax: N/A Email: N/A	3,153,526	8/31/2016	No

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

I, Richard A. Watts, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted on December 8, 2016 by a Unanimous Written Consent of the Board of Directors in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to execute and deliver on behalf of the Company all documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

James H. Roberts	President & Chief Executive Officer
Christopher S. Miller	Executive Vice President, Chief Operating Officer & Assistant Secretary
Laurel J. Krzeminski	Executive Vice President, Chief Financial Officer & Assistant Secretary
Philip M. DeCocco	Senior Vice President of Human Resources & Assistant Secretary
Michael F. Donnino	Senior Vice President & Assistant Secretary
Martin P. Matheson	Senior Vice President, Group Manager & Assistant Secretary
Richard M. Rantala	Senior Vice President, Business Development & Assistant Secretary
James D. Richards	Senior Vice President, Group Manager & Assistant Secretary
Dale A. Swanberg	Senior Vice President, Group Manager & Assistant Secretary
Mathew C. Tyler	Senior Vice President, Federal Group Operations & Assistant Secretary
Richard A. Watts	Senior Vice President, General Counsel, Corporate Compliance Officer & Secretary
Jigisha Desai	Vice President of Corporate Finance, Treasurer, Assistant Financial Officer & Assistant Secretary
Bradley G. Graham	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
Kent H. Marshall	Vice President and Director, Public Private Partnerships & Assistant Secretary
Nicholas B. Blackburn	Director of Corporate Taxation & Assistant Secretary
Kenneth B. Olson	Assistant Treasurer & Assistant Secretary

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to attest documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

James H. Roberts	President & Chief Executive Officer
Christopher S. Miller	Executive Vice President, Chief Operating Officer & Assistant Secretary
Laurel J. Krzeminski	Executive Vice President, Chief Financial Officer & Assistant Secretary
Philip M. DeCocco	Senior Vice President of Human Resources & Assistant Secretary
Michael F. Donnino	Senior Vice President & Assistant Secretary
Martin P. Matheson	Senior Vice President, Group Manager & Assistant Secretary
Richard M. Rantala	Senior Vice President, Business Development & Assistant Secretary
James D. Richards	Senior Vice President, Group Manager & Assistant Secretary
Dale A. Swanberg	Senior Vice President, Group Manager & Assistant Secretary
Mathew C. Tyler	Senior Vice President, Federal Group Operations & Assistant Secretary
Richard A. Watts	Senior Vice President, General Counsel, Corporate Compliance Officer & Secretary
Jigisha Desai	Vice President of Corporate Finance, Treasurer, Assistant Financial Officer & Assistant Secretary
Bradley G. Graham	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
Kent H. Marshall	Vice President and Director, Public Private Partnerships & Assistant Secretary
Nicholas B. Blackburn	Director of Corporate Taxation & Assistant Secretary
Kenneth B. Olson	Assistant Treasurer & Assistant Secretary
Kenneth M. Smith	Group Counsel & Assistant Secretary
Jason M. Jasper	Group Counsel & Assistant Secretary

Dated: January 4, 2017

Richard A. Watts

GRANITE CONSTRUCTION COMPANY
CORPORATE SEAL
Jan. 4, 1922
CALIFORNIA

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

RESOLVED, that, effective July 1, 2017 through December 31, 2017, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed $25 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective July 1, 2017 through December 31, 2017, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed $75 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, Richard A. Watts, do hereby certify that I am duly qualified as Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective July 1, 2017 by unanimous written consent of the Executive Committee of the Board of Directors, held without a meeting in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: July 13, 2017

Richard A. Watts

Richard A. Watts

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

EXHIBIT 1

AUTHORIZED SIGNERS
Granite Construction Company
California Group
Palmdale & Ventura Region

AUTHORIZED SIGNERS
Richard Scott McArthur, VP Palmdale & Ventura Region
Andrew Burk, Construction Manager
Matt Beiswenger, Construction Manager
Sam Horn, Regional Controller
Brian Larinan, Chief Estimator

ATTESTORS
Andrew Burk, Construction Manager
Matt Beiswenger, Construction Manager
Randy Wagner, Project Manager
Todd Turner, Project Manager
Mark Braaten, Project Manager
Sam Horn, Regional Controller
Edwin Floyd, Project Engineer
Brian Larinan, Chief Estimator
Sarah Pearse, Estimating Assistant
Dianne Carlisle, Estimating Assistant
Lori Elrod, Office Administrator

EXHIBIT 2

AUTHORIZED SIGNERS
Granite Construction Company
California Group

AUTHORIZED SIGNERS
Jim Radich, VP Coastal Region
Michael Tatusko, VP Valley Region
Brent Fogg, VP Bakersfield & Santa Barbara Region
Richard Scott McArthur, VP Palmdale & Ventura Region
David A. Donnelly, VP South Coast Region
Brad J. Williams, VP Desert Cities Region

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

CITY OF
OXNARD
CALIFORNIA

November 2, 2017

ADDENDUM NO. 1
Redwood Neighborhood Street Resurfacing and Water Improvement Project
PW 16-14

SCHEDULED BID OPENING DATE: November 8, 2017

TO ALL BIDDERS OF RECORD:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification.

Revisions/clarifications to the Special Provisions and documents are as follows:

Questions and answers:

1. Section 1155-2 is calling for Deery 180 for the crackfiller material. Is Derry 200 acceptable instead?

   Derry 200 is acceptable

2. Section 1182-2 paragraph six calls for coating of all interior surfaces of manholes that are raised to grade be coated per Plate 400. Can we clarify that only the area that is disturbed by the raising of the manholes needs to coated and not the entire manhole.

   Area disturbed by the raising of the manhole shall be coated not the entire manhole.

Addendum No. 1 Received: Date: 11/2/2017

GRANITE CONSTRUCTION COMPANY
Contractor's Name

5335 DEBBIE LANE
Address

[signature]
Authorized Signature

SANTA BARBARA | CA | 93111
City | State | Zip Code

BRIAN LARINAN, CHIEF ESTIMATOR
Name and Title

805 964-9951
Telephone Number, Including Area Code

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan 4, 1922 CALIFORNIA

REDWOOD NEIGHBORHOOD RESURFACING PROJECT

Data: City of Oxnard GIS Division and County of Ventura GIS Department

October 2017

This map is compiled by the City of Oxnard GIS Division, which is Developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

CITY OF OXNARD CALIFORNIA

CONTRACT

CITY OF OXNARD CONTRACT FOR
REDWOOD NEIGHBORHOOD STREET RESURFACING AND WATER IMPROVEMENT
PROJECT PW 16-14

THIS CONTRACT ("Contract") is made and entered this 12th day of December, 2017 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and GRANITE CONSTRUCTION COMPANY ("Contractor"). Contractor's license number is 89.

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

1. 1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Redwood Neighborhood Street Resurfacing and Water Improvement Project PW 16-14 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of three million two hundred forty one thousand three hundred thirty nine dollars and fifty cents ($3,241,339.50) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.

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

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

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

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

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

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

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

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

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

(signatures continued on following page)

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

11/16/17
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Thien Ng
Thien Ng, Interim Public Works Director

Ruth Osuna, Assistant City Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

TORO ENTERPRISES, INC.

Jigisha Desai
Title: □ Chairman □ President x Vice President

Kenneth B. Olson
Title: □ Secretary x Asst. Secretary
□ Chief Finance Officer □ Asst. Treasurer

City requires the following for any contract: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners. If your entity has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind Contractor.

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

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

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

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant.

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

City of Oxnard
Insurance Compliance
Reference No. PW 16-14
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $2,000,000 PRODUCTS COMP/OP AGG. $2,000,000 PERSONAL & ADV. INJURY $2,000,000 EACH OCCURRENCE $2,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage $1,000,000 Each consultant/ $500,000 & listed sub-consultant

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

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXNARD **Attn: Insurance Compliance** **Reference No.** PW 16-14 **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email:** cityofoxnard@ebix.com **Via Fax: 678-259-1007**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

SUBMIT IN DUPLICATE

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

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date ____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

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

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

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   - 2.1 Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   - 2.2 If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. PW 16-14
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ ____

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

Signature ____
(original signature required)

Telephone: ( ) Date Signed ____

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Agreement A-8031

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

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

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

NAMED INSURED

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY

☐ BUSINESS AUTO POLICY

☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

Name: ____________

Address: ____________

____

Telephone: (   ) ____________

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No PW 16-14
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ ____________

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

Signature ____________

(original signature required)

Telephone: (   ) Date Signed ____________

Agreement A-8031

Bond No. __________

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

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

a contract (the "Contract") for the Work described as REDWOOD NEIGHBORHOOD STREET RESURFACING AND WATER IMPROVEMENT PROJECT PW 16-14.

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

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

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

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

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

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: ______________________

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

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

Bond No. __________

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

a contract (the "Contract") for the Work described as REDWOOD NEIGHBORHOOD STREET RESURFACING AND WATER IMPROVEMENT PROJECT PW 16-14.

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

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

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

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

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

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

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

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

Dated: ______________________________

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

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

CITY OF OXNARD

BID SHEETS FOR REDWOOD NEIGHBORHOOD STREET RESURFACING AND WATER IMPROVEMENT PROJECT PW 16-14

Bidder's Name: GRANITE CONSTRUCTION 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 Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

BASE AMOUNT:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (5% maximum)	1001-3	LS	1	160,000.00	160,000.00
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	65,010.00	65,010.00
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	8,500.00	8,500.00
	STREET IMPROVEMENT					
4	Cold Mill AC Pavement (2" Max)	1110-3	SY	36,280	2.00	72,560.00
5	Unclassified Excavation	1120-4	CY	170	100.00	17,000.00
6	Class 2 Aggregate Base	1130-4	TN	120	55.00	6,600.00
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	320	125.00	40,000.00
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	110	125.00	13,750.00
9	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TN	400	110.00	44,000.00
10	Asphalt Rubber Aggregate Membrane (ARAM)	1151-4	SY	8,500	4.50	38,250.00
11	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TN	6,900	105.00	724,500.00
12	Crack Seal	1155-4	LB	1,800	3.70	6,660.00
13	Slurry Seal Type II (RAP)	1160-5	SY	39,000	1.70	66,300.00
14	Remove And Replace PCC Driveway	1174-6	SF	820	20.00	16,400.00
15	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	2,320	60.00	139,200.00
16	Remove And Replace PCC Sidewalk	1174-6	SF	3,600	14.00	50,400.00
17	Remove And Replace PCC Cross Gutter and Spandrel	1174-6	SF	1,900	25.00	47,500.00

18	Install PCC Curb Ramp, Case B Type 1	1174-6	EA	2	2,500.00	5,000.00
19	Install PCC Curb Ramp, Case B Type 2	1174-6	EA	38	2,500.00	95,000.00
20	Install 24-Inch Root Barrier	1174-6	LF	800	15.00	12,000.00
21	Grind PCC Sidewalk	1174-6	SF	200	16.00	3,200.00
22	Adjust Manhole Cover To Finished Grade	1185-3	EA	10	700.00	7,000.00
23	Adjust Water Valve Cover To Finished Grade	1185-3	EA	8	650.00	5,200.00
24	Adjust Survey Monument Cover To Finished Grade	1185-3	EA	10	700.00	7,000.00
25	Install "STOP" Pavement Marking (T)	1515-4	EA	22	120.00	2,640.00
26	Install "SLOW" Pavement Marking (T)	1515-4	EA	2	120.00	240.00
27	Install "SCHOOL" Pavement Marking (T)	1515-4	EA	2	150.00	300.00
28	Install "XING" Pavement Marking (T)	1515-4	EA	2	120.00	240.00
29	Install 24" Yellow Crosswalk – Ladder Type (T)	1515-4	EA	440	6.00	2,640.00
30	Install 12" Solid White (T)	1515-4	LF	440	3.00	1320.00
31	Install 12" Solid Yellow (T)	1515-4	LF	330	3.00	990.00
32	Install Detail 22 (T)	1515-4	LF	220	2.00	440.00
33	Paint Curb Red	1515-4	LF	200	2.00	400.00
34	Install Blue RPM	1515-4	EA	65	8.00	520.00
35	Install Traffic Inductive Loop Detectors	1520-3	EA	5	700.00	3,500.00
36	Remove And Replace Street Name Sign	1530-4	EA	90	175.00	15,750.00
37	Remove And Replace Sign Post	1530-4	EA	47	100.00	4,700.00
38	Remove and Replace School Crosswalk Warning Sign SW24-2(CA) and Post	1530-4	EA	4	250.00	1,000.00
39	Remove and Replace Slow School Xing Warning Sign SW24-3(CA) and Post	1530-4	EA	2	250.00	500.00
40	Re-Install Traffic Sign	1530-4	EA	20	100.00	2,000.00
	WATER IMPROVEMENT					
41	Install 8" PVC Class 200	1407-3	LF	11,800	78.00	920,400.00
42	Abandon Exist ACP In-Place	1408	LF	11,670	3.85	44,929.50

43	Install 8" R.S. Gate Valve	1409-5	EA	36	2,050.00	73,800.00
44	Remove And Replace Fire Hydrant	1410-3	EA	6	7,500.00	45,000.00
45	Reconnect Fire Hydrant	1410-3	EA	10	3,500.00	35,000.00
46	Water Services Replaced Up To 2 Inches	1411-3	EA	267	1,300.00	347,100.00
47	Install 4" Blow-Off Assembly	1414-2	EA	4	6,000.00	24,000.00
48	Install 2" Air-Vacuum Assembly	1414-2	EA	4	5,200.00	20,800.00
49	Dewatering	1901-3	LS	1	3,500.00	3,500.00
50	Trench Safety, adequate sheeting, shoring and bracing or an equivalent method for the protection of life and limb.	1902-3	LS	1	30,000.00	30,000.00
	BASE AMOUNT TOTAL					$ 3,232,739.50

ADDITIVE ITEM 1:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
51	Temporary Water Services Replaced Up To 2 Inches	1412-3	EA	60	85.00	5,100.00
	TOTAL ADDITIVE ITEM 1:					$ 5,100.00

ADDITIVE ITEM 2:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
52	Trench Stabilization	1903-4	TN	100	35.00	3,500.00
	TOTAL ADDITIVE ITEM 2:					$ 3,500.00

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT + ALL ADDITIVE ITEMS

TOTAL BID PRICE IN DIGITS: $ 3,241,339.50

TOTAL BID PRICE IN WORDS: three million two hundred forty one thousand three hundred thirty nine and fifty cents

*** The lowest Bid shall be the lowest Total Bid Price, including the Base Amount Total and Additive Items.

Contractor must complete all Work within ninety (90) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	11/2/2017	#05	
#02		#06	
#03		#07	
#04		#08	

Bidder's Name (Company): GRANITE CONSTRUCTION COMPANY

Signature: [signature] Title: VICE PRESIDENT

Print: JIGISHA DESAI Date: NOVEMBER 8, 2017

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL JAN. 4 1922 CALIFORNIA

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works **Date:** December 5, 2017

Project/Program Manager: Thien Ng **Phone:** 805-432-3575

Reason for Appropriation:

Funds Redwood Neighborhood Street Resurfacing and Water Improvement project (183103), i.e. contract with Granite Construction Company, contingency funds, and staff engineering and project management services.

Accounts and Descriptions		AMOUNT
Fund: 2014 Lease Revenue Bond Fund (314)		
Expenditures/Transfers Out		
Redwood St Resurf and Water Prj (183103)		
314-3015-826.86-10	CAPITAL OUTLAY / CONSTRUCTION OTHER	1,700,000
314-3015-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	160,000
	Sub-total Expenditures	1,860,000
	Net Change to Fund Balance	**(1,860,000)**
Fund: Water Operating Fund (601)		
Expenditures/Transfers Out		
Redwood St Resurf and Water Prj (183103)		
601-6551-826.86-10	CAPITAL OUTLAY / CONSTRUCTION OTHER	1,560,000
601-6551-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	150,000
	Sub-total Expenditures	1,710,000
	Net Change to Fund Balance	**(1,710,000)**
	Net Appropriation Change	**3,570,000**

Approvals

Department Director ____________________

Chief Financial Officer ____________________

City Manager ____________________

BA# (Finance Use Only)______________

BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

Revi

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: 6**

DATE: December 13, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager
Greg Nyhoff

FROM: Thien Ng
Interim Public Works Director
Thien Ng

SUBJECT: Carollo Agreement A-8032 for Public Works Engineering (5/10/10)

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That the City Council award and authorize the Mayor to execute Agreement No. A-8032 with Carollo Engineers, Inc. for engineering, regulatory and financial support for the Public Works Department in the amount of $831,600.

BACKGROUND

The City of Oxnard previously contracted with Carollo Engineers, Inc. (Carollo) for recycled water retrofits, development of the public works integrated master plan (PWIMP) and other technical, regulatory and financial assistance through three (3) separate agreements. These agreements are all expiring. This new proposed agreement will combine several carryover tasks from the old agreements and newly identified tasks into a single master agreement.

The new scope of work includes the following:

<u>Task 1 – Water and Environmental Resources (ER) Rate Study Financial Support Services</u>

This task includes efforts related to the continuation and completion of the fees and utility rate analysis. It also includes new efforts such as developing a recycled water financial business plan, and plans for the Water and Environmental Resources (ER) Divisions.

Task 2 – Regulatory/Permitting Support Services

There are three (3) main areas of support contained in this task: 1) finalizing the Report of Waste Discharge (ROWD); 2) finalizing the Local Limits Evaluation; and 3) providing overall permit support.

Task 3 – Master Planning Support Services

This task includes the development of the programmatic environmental impact report (EIR) for the PWIMP, and once the EIR is approved, finalizing the PWIMP.

Task 4 – General Utilities (Wastewater, Water, Recycled Water, and Stormwater) Support Services

This task provides support as needed for the preparation, review, and development of planning documents, schedules, milestones, etc. for water, wastewater, recycled water and stormwater related projects.

The total agreement amount for all carryover and new tasks is $831,600. A cost breakdown for the engineering, regulatory, and financial support services is provided in Exhibit D of the agreement. Carollo anticipates that approximately $450,000 of the contract total will be expended during fiscal year 2017/18, with the balance projected to be spent in fiscal year 2018/19. The table below describes the fiscal year impacts for the new agreement:

CAROLLO YEAR 1	CAROLLO YEAR 2
6 MONTHS: JAN - JUNE 2018	JULY 2018 - JUNE 2019
$450,000	$381,600

There is sufficient funding budgeted in Water, Wastewater, ER, and Stormwater Divisions for corresponding tasks included in this proposed agreement.

STRATEGIC PRIORITIES

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

Goal 1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.

Objective 1a. Complete the Public Works Integrated Master Plan.

Goal 2. Develop an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and storm water.

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

Objective 3b. Set rates and fees to fully recover cost.

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

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

Sufficient funding for this agreement was included in fiscal year 2017/18 budget in the amount of $450,000. The table below designates the spending plan for the agreement:

FY17/18					
Water	**Wastewater**	**RW**	**ER**	**Stormwater**	**TOTAL**
$ 176,874	$ 168,493	$ 37,399	$ 55,052	$ 12,182	$ 450,000
FY18/19					
$ 154,359	$ 167,502	$ 39,105	$ 16,576	$ 4,058	$ 381,600

ATTACHMENTS:

Attachment A: Carollo A-8032

Agreement No. A-8032

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 5th day of December, 2017, by and between the City of Oxnard, a municipal corporation (**"City"**), and Carollo Engineers, Inc. (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

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

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

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

1. <u>Scope of Services</u>

Consultant shall furnish City with professional consulting services as more particularly set forth in **<u>Exhibit A</u>** attached hereto and incorporated by this reference in full herein (the **"Services"**). Should there be any conflict between this Agreement and any exhibit, the Agreement shall govern.

2. <u>Method of Performing Services</u>

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

3. <u>Standard of Performance</u>

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

4. <u>Nonexclusive Services</u>

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

5. <u>Coordination of Services</u>

The Services shall be coordinated with Project Manager (**"Manager"**), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine. City shall arrange for access to and make all provisions for Consultant to enter upon public property as required for Consultant to perform the Services.

7. Correction of Errors

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

8. Time for Performance

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

9. Principal in Charge

Consultant hereby designates Tracy Clinton as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on December 5, 2017, and expire on June 30, 2019.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

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

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $831,600 for the Services at rates provided in the Rate Schedule in **Exhibit C**, and the Estimated Cost Schedule in **Exhibit D**, both of which are attached hereto and incorporated by this reference in full herein. Should there be any conflict between Exhibits C and D, Exhibit C shall govern.

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

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

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

18. Records

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

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

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

d. Documents and materials prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City. Any reuse of completed documents or materials, or any use of partially completed documents or materials, without written verification or concurrence by Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Consultant.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Hold Harmless, Indemnity and Defense

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type or cause that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, allegations, 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 (the "Claims"). If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

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

c. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. <u>Insurance</u>

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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.

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Carollo Engineers, Inc., 2700 Ygnacio Valley Rd. Ste 300, Walnut Creek, CA 94597, Attention: Tracy Clinton, Associate Vice President.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department, 305 West Third Street, Oxnard, California 93030, Attention: Thien Ng, Project Manager.

41. Amendment

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

42. Entire Agreement

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

43. Third Parties

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

[Signatures on next page]

Agreement No. A-8032

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

CITY OF OXNARD

■ Tim Flynn, Mayor Date
(if agreement is $250,000.01 or more)
☐ Greg Nyhoff, City Manager (if agreement is $25,000.01-$250,000.00)
☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

Michelle Ascencion, City Clerk Date
(if agreement is $250,000.01 or more)

APPROVED AS TO FORM:

11/20/17

Stephen M. Fischer, City Attorney Date
(required for any agreement amount)

APPROVED AS TO CONTENT:

Thien Ng 11/28/17

Thien Ng Date
Interim Public Works Director
(required for any agreement amount)

Ruth Osuna, Assistant City Manager Date

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager Date
(if agreement is $250,000.01 or more)

APPROVED AS TO INSURANCE:

Mike More, Risk Manager Date
(required for any agreement amount)

CONSULTANT

K. Wilkins 11/21/17

Kenneth A. Wilkins Date
Senior Vice President

Tracy A. Clinton 11/21/17

Tracy A. Clinton Date
Associate Vice President

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.

PLEASE DO NOT REMOVE THIS BOX

Agreement No. A-8032

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF WORK

Task 0 – Project Management

Provide oversight and management of the development of work products and all deliverables. Provide regular updates to the City on project budget and status, coordinate and participate on phone calls and emails. Manage the subconsultants and their scopes, budgets, schedules.

Task 1 – Financial Support Services

This task includes continuation of some efforts such as the Fees and Utility Rates Analysis and Utilities Rates and Charges Model. It also includes some new efforts such as developing a recycled water financial business plan, Water Division rates updates five-year plan, and Environmental Resources Division updates five-year plan.

1.1 Fees and Utility Rates Analysis - Continue and complete the update of water and wastewater development fees. The fees will be designed to equitably recover the costs to provide capacity to serve new developments and will adhere to California Government Code § 66000. The calculations will incorporate work previously completed on the water and wastewater cost of service analyses, the updated capital improvement plans (CIPs), and previous work completed related to the development fees.

1.2 Utilities Rates and Charges Model - Carollo developed the rates and charges model that was used for the Wastewater and Water Cost of Services Studies (Carollo 2017). The model was designed to incorporate the input from the CIP financial analyses and estimated operations & maintenance (O&M) costs from the Public Works Integrated Master Plan (PWIMP). This effort includes supporting the City as needed with updates to the model, developing and running various model runs, and meetings with the City staff, management, and Council regarding the model runs and outcomes, as well as performing additional financial analyses as directed by the City.

1.3 Recycled Water Financial Business Plan - Develop a financial business plan for the recycled water system. This effort will include:

- Review and consideration of the existing recycled water agreement(s).
- Develop business plan model to test various recycled water program scenarios and assess their impacts on the water utility.
- Attend meetings with the City staff, management, and Council.
- Attend meetings with the stakeholders such as United Water, Port Hueneme, etc as requested.
- Develop a draft and final tech memo of the analysis, findings, and outcomes.

1.4 Water Rates Update (five-year plan) -
Work closely with City staff to update the water cost of service analysis to develop a five-year rate plan. It is anticipated that several scenarios with varying levels of O&M and capital expenditures will be reviewed. Consultant envisions completing the following tasks to update the cost of service study:

- Develop rate increase scenarios for various O&M and CIP options as defined by the City
- Analyze updated billing data for City and Other users to determine current usage and characteristics

- Develop projection of water usage by customer type and consumption tier (where applicable) to be incorporated into the analysis
- Incorporate results of the Recycled Water Financial Business Plan into the water rate analysis
- Incorporate selected scenario into cost of service and rate design analyses
- Provide updated proposed rates for:
  - In-City potable water customers;
  - In-City recycled water customers;
  - Oceanview domestic and irrigation customers; and
  - Potable contract customers.

Water cost of service report update for five-year rate plan - Provide an updated water cost of service study based on the selected scenario to support a five-year rate plan.

- Update and provide a draft water cost of service study report based on the selected scenario.
- Provide final water cost of service study report after City review.

Water Utility Rate Advisory Panel (URAP) support for five-year rate plan - Attend and assist in preparation for the URAP meetings that the City will conduct. Up to four (4) URAP meetings are assumed. As directed by City staff, Consultant will:

- Prepare presentation materials such as PowerPoint presentations, handouts, graphics, etc.
- Present materials related to the rate study process and results.
- Field questions from URAP participants in person.
- Provide written responses to questions or comments provided in person or by other means.

Utilities Task Force (UTF) and Council meetings - Attend and present at up to three (3) public meetings. It is anticipated that the meetings will include one (1) UTF meeting and two (2) City Council meetings.

- Prepare materials for City staff and City Council meetings as directed by City staff.
- Attend review meetings and workshops with City staff as requested by City staff.
- Attend limited City Council meetings as requested by City staff.

<u>1.5 Environmental Resources Rates Update (five-year plan)</u> - Work closely with City staff to update the Environmental Resources Division's cost of service analysis to develop a five-year rate plan. It is anticipated that several scenarios with varying levels of O&M and CIP expenditures will be reviewed. Consultant envisions completing the following tasks to update the cost of service study:

- Develop rate increase scenarios for various O&M and CIP options as defined by the City.
- Analyze updated billing data for City and Other users to determine current usage of refuse, recycling and green waste services by customer class and type.
- Incorporate selected scenario into cost of service and rate design analyses
- Address specific rate structure issues such as charges for extra containers as directed by the City.
- Provide updated proposed rates for the City's Environmental Resources customers.

Environmental Resources cost of service report for five-year rate plan - Consultant will provide an updated Environmental Resources cost of service study report based on the selected scenario to support a five-year rate plan.

- Update and provide a draft cost of service study report based on the selected scenario.
- Provide final Environmental Resources cost of service study report after City review.

UTF and Council meetings - water model updates for five-year rate plan.
Consultant will attend and present at up to three (3) public meetings. It is anticipated that the meetings will include one (1) UTF meeting and two (2) City Council meetings.

- Prepare materials for City staff and City Council meetings as directed by City staff.
- Attend review meetings and workshops with City staff as requested by City staff.
- Attend limited City Council meetings as requested by City staff.

Task 2 – Regulatory/Permitting Support Services

This task consists of three (3) main areas for support – finalizing the Report of Waste Discharge (ROWD), finalizing the Local Limits Evaluation, and providing overall permit support. These items are further defined below.

Report of Waste Discharge - A draft ROWD was developed and submitted to the Los Angeles Regional Water Quality Control Board (RWQCB) for its review and consideration. This task effort would be to work with the City and the RWQCB to finalize the ROWD as needed. This effort could include items that include but are not limited to:

- Meetings with the City and/or RWQCB – by phone or in person, as needed
- Additional efforts as requested by the City to develop the final ROWD
- Developing the final ROWD report to meet the City and RWQCB needs

Local Limits Evaluation - Two draft reports have been prepared and submitted to the City (September 2015 and June 2017). Additional meetings and discussions were needed following submittal of the first draft, and substantial modifications were made to produce the second draft report. The final report will be submitted to the RWQCB after the report and the public notification process are completed.

The purpose of this task is to complete the final draft and final reports and to assist the City with roll-out of the final local limits and adoption by City Council, following RWQCB review. This task includes work efforts as follows:

- Completion of Final Draft Local Limits Evaluation
- Assisting the City with development of presentation materials for the UTF
- Development of a pretreatment program cost recovery policy covering standard discharge fees/surcharges, and monetary penalties for discharge violations.
- Preparation of the Final Draft Local Limits Evaluation (estimated in mid-2018) to address RWQCB comments on its review of the Final Draft report. This task includes providing a letter to the RWQCB with written responses to its comments. Since the extent of the comments is unknown, the level of effort needed to finalize the local limits report cannot be confirmed at this time.
- Presentation of the local limits to industrial dischargers. One meeting is assumed
- Presentation of the local limits to City Council at the start of the 30-day public hearing. One presentation is assumed.
- Revision of the Sewer Use Ordinance (SUO) to incorporate the new local limits and narrative limits. Includes one meeting with the City and its legal counsel to review and discuss red-lined changes to the SUO.
- Additional assistance as requested by the City during the roll-out of the local limits program through submittal of the City's formal submittal of the revised SUO to the RWQCB.

Overall Utilities Permits Support - Support the City as needed with its water, wastewater, recycled water, and stormwater permits and renewals. This could include: meetings/discussions with the regulators, review of existing documents and conditions, developing permit revisions for letters to the regulators, and more activities as requested by City staff relating to utilities permits.

Task 3 – Master Planning Support Services

This task includes development of the programmatic environmental impact report (EIR) for the integrated master plans, and once approved environmentally, finalizing the integrated master plans.

Programmatic EIR for the PWIMP - In December 2015, Carollo delivered the Final Draft PWIMP, including water, wastewater, recycled water, stormwater, and streets. A part of the Integrated Plan contract was to also develop the associated rates and fees and the CIP. The PWIMP was updated and re-published as a Revised Final Draft September 2017 version to incorporate the approved projects from the Water and Wastewater Cost of Service Studies (Carollo, 2017).

Council received and filed the Final Draft PWIMP on October 3, 2017, without taking any formal action and authorized staff to move forward with the environmental documentation.

The environmental activities completed under the PWIMP Phase 1 included:

- Preparing the draft project description and alternatives (based on the 2015/16 PWIMP),
- Preparing the public notice of preparation (NOP) and notice of intent (NOI),
- Conducting two public scoping meetings – held in 2016, and
- Conducting City consultation.

The main intent of this effort is to continue the environmental process to develop a programmatic EIR. The environmental process and documentation will be developed by our subconsultant SMB Environmental (SMB). SMB's role will be to prepare a programmatic EIR pursuant to CEQA-Plus requirements for the implementation of the City's proposed CIP. In addition, the City may be interested in applying for grants and/or loans under the State Revolving Funds Loan Program (SRF) and any upcoming water bond grants. The SRF is administered by the State Water Resources Control Board (State Board) on behalf of the U.S. Environmental Protection Agency (USEPA) for ensuring that the project adheres to federal environmental regulations, including the Endangered Species Act, the National Historic Preservation Act (NHPA) and the General Conformity Rule for the Clean Air Act (CAA), among others. The USEPA has chosen to use the CEQA as the compliance base for California's SRF, in addition to compliance with ESA, NHPA, and CAA. Collectively, the State Board calls these requirements CEQA-Plus. Additional federal regulations may also apply.

This Phase 2 effort is for development and filing of the complete PWIMP's programmatic EIR. Specific tasks include:

- Update project description based on September 2017 revised final draft documents – including description of all of the individual project(s) within the PWIMP that articulates the PWIMP's goals and objectives, the geographic location and footprint for all the physical improvements associated with the proposed project(s), and a comprehensive description of the proposed project's technical, operational, economic, engineering, and construction features/details as well as two alternatives, including the no project/action alternative.
- Prepare administrative draft CEQA-Plus programmatic EIR, including a discussion of potential environmental impacts associated with implementation of the proposed PWIMP program using criteria outlined in CEQA-Plus guidelines for the following environmental resources topics:
  - Aesthetics/visual
  - Air quality and climate change
  - Biological resources
  - Cultural resources
  - Geology/soils
  - Hazards and hazardous wastes

- Hydrology/water quality/groundwater
- Land use/agriculture
- Noise and vibration
- Public health and safety
- Public services/utilities
- Recreation
- Transportation/traffic
- Growth/cumulative impacts

- Prepare biological assessment – as required for CEQA-Plus
- Prepare Section 106 cultural resources report – as required for CEQA-Plus
- Prepare Clean Air Act conformity report - as required for CEQA-Plus
- Prepare public draft CEQA-Plus programmatic EIR - As part of this effort, SMB will prepare the necessary notice of completion (NOC) and notice of availability (NOA) documents and assist the City in distributing the public draft CEQA-Plus programmatic EIR to the public. This version of the document will be distributed for a 45-day public review period. During the 45-day public review period, SMB will conduct a public meeting to receive public comments on the public draft CEQA-Plus programmatic EIR.
- Prepare responses to EIR comments – After the 45-day review period, SMB will compile the comments received and prepare appropriate responses.
- Prepare final CEQA-Plus programmatic EIR, findings, mitigation monitoring and reporting plan (MMRP)
- Agency meetings and coordination as needed – including City, agencies that provided comments during the NOP process, and the State Board to review the proposed approach and obtain their feedback regarding studies required to obtain funding under the SRF.

Carollo will support SMB with needed review of information, graphics development, meetings attendance/input, and support as needed.

<u>Finalize Integrated Master Plans</u> – Once the plans are environmentally approved and a final programmatic EIR is developed, the PWIMP can then be finalized. Finalizing the master plans would include updating the executive summary and the summary report as needed. The project memorandums would remain as originally developed so the City has an accurate record of what was developed and analyzed at the time of the original planning project.

Task 4 - General Utilities (Wastewater, Water, Recycled Water, and Stormwater) Support Services

<u>4.1 Recycled Water/Distribution System</u> - Provide support as requested by the City for preparation, review, and/or development of recycled water planning documents, schedules, milestones, etc. Planning support will be provided including, but not limited to the following:

- Engineering reports required by the California Division of Drinking Water (DDW) for reuse irrigation sites,
- Indirect potable reuse engineering report for RWQCB and DDW for aquifer storage and recovery (ASR) sites, and
- Review and oversight quality assurance/quality control of suggested implementation of the ASR/ indirect potable reuse (IPR) system
- Program management schedule review and development
- Recycled water hydraulic modeling support

<u>4.2 Wastewater/Collection System</u> - Provide support as requested by the City for preparation, review, and/or development of wastewater planning documents, schedules, milestones, etc. Planning support will be provided including but not limited to the following:

- Wastewater treatment and/or collection review and oversight QA/QC of suggested implementation projects

- Wastewater hydraulic modeling support

4.3 Water/Distribution System - Provide support as requested by the City for preparation, review, and/or development of water planning documents, schedules, milestones, etc. Planning support will be provided including but not limited to the following:

- Water treatment, operations and/or distribution system review and oversight QA/QC of suggested implementation projects
- Water hydraulic modeling support

4.4 Stormwater System - Provide support as requested by the City for preparation, review, and/or development of stormwater planning documents, schedules, milestones, etc. Items have not been identified as of yet, so this would help support the City with questions on the stormwater model and also identifying the issues needing support.

Agreement No. A-8032

EXHIBIT B

SCHEDULE OF SERVICES

Task No.	Subtask No.	Task Description	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan
		NOTICE TO PROCEED	•													
0		**Project Management**														
1		**Financial Support Services**														
	1.1	Fees and Utilities Rates Analysis														
	1.2	Utilities Rates and Charges Model						(As needed, when requested)								
	1.3	Recycled Water Financial Business Plan														
	1.4	Water Rates Update (5-Year Plan)														
	1.5	ER rates Update (5-Year Plan)														
2		**Regulatory/Permitting Support Services**														
		Report of Waste Discharge														
		Local Limits Evaulation														
		Existing Permits Support						(As needed, when requested)								
3		**Master Planning Support Services**														
		Programmatic EIR for the Integrated Master Plans										D		F		
		Finalize Integrated Master Plans														F
4		**General Utilities (WW/Wtr/RW/SW) Support Services**														
	4.1	Recycled Water/Distribution						(As needed, when requested)								
	4.2	Wastewater/Collection System						(As needed, when requested)								
	4.3	Water/Distribution System						(As needed, when requested)								
	4.4	Stormwater System						(As needed, when requested)								
		Milestone, Meeting, or Deliverable:	•													

The City's Project Manager and Tracy Clinton collectively may amend this schedule in writing.

Agreement No. A-8032

EXHIBIT C

RATE SCHEDULE

	Hourly Rate
Engineers/Scientists	
Assistant Professional	$155.00
Professional	$190.00
Project Professional	$225.00
Lead Project Professional	$245.00
Senior Professional	$265.00
Technicians	
Technicians	$125.00
Senior Technician	$145.00
Support Staff	
Document Processing / Clerical	$95.00
Subconsultants	Cost +5%

The prices listed above shall be effective through the term of this Agreement. If Carollo Engineers, Inc. wishes to amend its prices, it shall notify the City in writing by August 1st of each year of the prices effective that following November 15th. By October 1st, the City's Purchasing Agent may authorize continuing the Agreement at the new prices, terminate the Agreement, or continue the Agreement at other negotiated prices.

Agreement No. A-8032

EXHIBIT D

ESTIMATED COST SCHEDULE

CITY OF OXNARD
Engineering, Regulatory, and Financial Support Services

Date: Updated November 16, 2017

Task No.	Subtask No.	Task Description	Anticipated Task Cost
0		**Project Management**	$44,000
		TASK 0 SUBTOTAL	$44,000
1		**Financial Support Services**	
	1.1	Fees and Utility Rates Analysis (Connection Fees)	$31,500
	1.2	Utilities Rates and Charges Model (Ongoing Support)	$34,500
	1.3	Recycled Water Business Plan	$31,800
	1.4	Water Rates Update (5-Year Plan)	$61,500
	1.5	Environmental Resources Rates Update (5-Year Plan)	$43,500
		TASK 1 SUBTOTAL	$202,800
2		**Regulatory/Permitting Support Services**	$142,400
		TASK 2 SUBTOTAL	$142,400
3		**Master Planning Support Services**	$400,000
		TASK 3 SUBTOTAL	$400,000
4		**General Utilities (WW, Wtr, RW and SW) Support Services**	
	4.1	Recycled Water/Distribution System	$21,200
	4.2	Wastewater/Collection System	$6,360
	4.3	Water/Distribution System	$10,600
	4.4	Stormwater System	$4,240
		TASK 4 SUBTOTAL	$42,400
		CONTRACT TOTAL	**$831,600**
		* Subconsultant Budget includes 5% sub mark-up	

Costs for individual tasks are estimated. Unused funds for a particular task may be utilized for alternate tasks.

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be 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-8032
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

Agreement No. A-8032

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

Agreement No. A-8032

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8032
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

Rev. 11/17 INS-A.doc

Agreement No. A-8032

SUBMIT IN DUPLICATE

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

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❐ COMMERCIAL GENERAL LIABILITY ❐ Claims Made
❐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _________
❐ OWNERS & CONTRACTORS PROTECTIVE ❐ Occurrence

OTHER PROVISIONS

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

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

Name: ____
Address:

Telephone: (   ) ___

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8032
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

❐ Broker/Agent ❐ Underwriter ❐ ______________________

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

Signature ____
(original signature required)
Telephone: (   ) __________ Date Signed: ________________

Rev. 11/17 INS-A.doc

Agreement No. A-8032

SUBMIT IN DUPLICATE

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

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ ______________ **per accident, for bodily injury and property damage.**

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

Telephone: ( )____

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8032
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ ______________________

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

Signature ____
(original signature required)

Telephone: ( ) Date Signed ____________________

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 7

DATE: December 13, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Thien Ng
Interim Public Works Director

Thien Ng

SUBJECT: Second Amendment to Agreement with AECOM Technical Services, Inc. (Agreement No. A-7815) (5/10/10)

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That City Council:
1. Authorize the City Manager to terminate Agreement No. A-7700;
2. Approve and authorize the Mayor to execute the Second Amendment to the Agreement with AECOM Technical Services, Inc. (Agreement No. A-7815) for a new total agreement amount not to exceed $13,429,858 to:
    a) merge and move $4,263,693 in Water Projects from the terminated Agreement No. A-7700 to Agreement No. A-7815, also increase Agreement No. A-7815 by $8,916,165 for the Wastewater design services;
    b) add $250,000 for public works on-call engineering services to Agreement No. 7815; and
    c) extend the expiration date to 2020 for Agreement No 7815;
3. Approve an additional appropriation of $1,445,000 for various projects in the Wastewater Treatment Operating Fund; and an Operating Transfer from Wastewater Collection Operating Fund to Wastewater Treatment Operating Fund for $1,295,000.

BACKGROUND

AECOM Technical Services, Inc. (AECOM) provides the City of Oxnard with civil engineering services primarily for the Water and Wastewater Divisions of the Public Works Department. The

City previously had two agreements with AECOM: one for the Wastewater treatment plant improvements (Wastewater Agreement) and another for water operations support (Water Agreement). The services pursuant to those two agreements are ongoing.

For administrative purposes, staff has opted to merge the two AECOM contracts into one master agreement. Thus, first, staff is moving the previously approved $4,263,693 from the Water Agreement (along with its scope of services) into the Wastewater Agreement, which would become the master agreement (Master Agreement). Staff wishes to then terminate the Water Agreement.

Second, this amendment adds to the scope of Wastewater design services. In 2015 and 2016, for $3,130,868, the scope of Wastewater design services was for the years one and two high risk facility projects, which included:

- Rebuilding cogeneration units (2)
- Primary clarifier improvements including Chemically Enhance Primary Treatment
- Bio-tower rehabilitation
- HVAC replacement for the Administration Building Laboratory
- Replacement of belt filter presses (2) with refurbished units
- SCADA communication cabling

Now, staff wishes to add another $5,785,297 (for a Wastewater total of $8,916,165) for design and post design services for the years three through five plant reliability projects, which include:

- Site Security Upgrades
- New Electrical Building
- New Emergency Generator
- Replacement Storage Building
- Headworks Odor Control
- Rebuild Third Cogeneration Unit
- Replacement Of Remaining Belt Filter Presses (2)
- Activated Sludge Tanks Diffusers Replacement
- Inter-stage Pumping Station Upgrades
- Effluent Pumping Station Upgrades
- Replacement SCADA system
- Motor Control Center Replacement
- Site Piping Improvements

The table below describes the fiscal year impacts for this amendment to Wastewater:

AECOM YEAR 1	AECOM YEAR 2	AECOM YEAR 3	AECOM YEAR 4	TOTAL

6 MONTHS: JAN - JUNE 2018	JULY 2018 - JUNE 2019	JULY 2019 - JUNE 2020	6 MONTHS: JULY- DEC. 2020	JAN 2018 - DEC 2020
$1,580,000	$2,695,297	$1,200,000	$310,000	$5,785,297

Third, staff recommends adding $250,000 for on-call engineering services. More specifically, the scope of work for the on-call engineering services is Public Works engineering, surveying, environmental analysis, plan check and landscape design services. As you know, in April the City solicited proposals from firms which specialize in providing such services. Eleven firms responded and a panel selected six firms that best met the City's needs. Council has previously approved four of the agreements, and this is the fifth.

Thus, the new total contract value is $13,429,858, which breaks down to $4,263,693 for Water, $8,916,165 for Wastewater, and $250,000 for on-call engineering services.

STRATEGIC PRIORITIES

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

This item supports the following goals and objectives:

> Goal 4: Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.
>
> Objective 4a: Implement CIP plans
>
> Objective 4b: Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

Funds for various projects were included in the FY 2017/18 Wastewater Treatment Operating Fund budget in the amount of $135,000. However, approval of this action would require an additional appropriation of $1,445,000 from the Wastewater Funds. This item also requires an operating transfer of $1,295,000 from Wastewater Collection Fund (611) to Wastewater Treatment Operating Fund (621). The unaudited FY 16-17 estimated undesignated fund balance for Wastewater Operating Funds is $10.4 million and for the Wastewater Security and Contamination Fund is $1.9 million. For fiscal years FY 2018/19, FY 2019/20 and FY 2020/21, $2,445,297, $1,200,000 and $310,000 will be included in the Recommended Budgets for the respective fiscal years. Please see table below for a listing of the projects:

Wastewater CIP- AECOM Design	
Fund: Wastewater Treatment Operating (621)	
Activated Sludge Tank Rehab (186607)	50,000
Supervisory Control & Data Acquisition- SCADA (186613)	50,000
Headworks Rehabilitation and Odor Control (186620)	220,000
Digesters Rehabilitation and Cleaning (186621)	75,000
Interstage and Effluent Pump Station Rehabs (186622)	200,000
Emergency Standby Generator Replacement (186623)	100,000
Plant Motor Control Center Panel Replacement (186624)	150,000
Main Electrical Building Replacement (186625)	200,000
Site Piping Replacement (186626)	25,000
Storage Warehouse Building (186628)	75,000
Activated Sludge Tank (AST) Meters (N/A Equip purchase)	150,000
Fund 621 Sub-total:	**$1,295,000**
Fund: Wastewater Security & Contamination (628)	
Wastewater Site Security (186627)	150,000
Fund 628 Sub-total:	**$150,000**
Wastewater Total:	**$1,445,000**

ATTACHMENTS:

Attachment A: AECOM A-7815 Amendment #2

Attachment B: Budget Appropriation WW CIP Design AECOM

Agreement No. A-7815

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered in the County of Ventura, State of California, this ____ day of December, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and AECOM Technical Services, Inc., a California corporation. ("Consultant"). This Second Amendment amends the Agreement entered into on July 28, 2015, by City and Consultant. The Agreement previously has been amended on April 5, 2016, by the First Amendment. This Second Amendment also incorporates exhibits from Water Agreement No. A-7700 as well as On-Call Civil Engineering Services. The effective date of this Second Amendment is December 12, 2017.

City and Consultant agree as follows:

1. Section 1 of the Agreement is deleted and replaced with the following:

"Consultant shall furnish City with professional consulting services as more particularly set forth in Wastewater Project Scope of Services Exhibit A, which in any case shall include no construction management of the Wastewater Treatment Plant; Water Projects Scope of Services Exhibits A, and A-1; and On-Call Civil Engineering Services Scope of Services Exhibit A. The aforementioned Exhibits are attached hereto and incorporated herein by this reference."

2. Section 8 of the Agreement is deleted and replaced with the following:

"The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedules provided in Wastewater Project Schedule Exhibit B; Water Projects Schedule Exhibits B and B-1; and On-Call Civil Engineering Services Schedule Exhibit B. The aforementioned Exhibits are attached hereto and incorporated herein by this reference."

3. In Section 9 and 40(a) of the Agreement, the name and title "Glen Hille, P.E." is replaced with the name and title "Jan M. Hauser, P.E., Vice President."

4. In Section 12 of the Agreement, the date "December 31, 2017," is deleted and replaced with the date "December 31, 2020."

5. Section 14(a) of the Agreement is deleted and replaced with the following:

"City agrees to pay Consultant in an amount not to exceed $13,429,858 at the rates provided in the Hourly Rate Schedule for Professional Services, which is in Exhibit D. These rates are utilized in the totals listed in Wastewater Project Costs Exhibit C; Water Projects Costs Exhibits C and C1; and On-Call Civil Engineering Services Costs Exhibit C. The aforementioned Exhibits are attached hereto and incorporated herein by this reference. Where a conflict exists between any Exhibit C, C-1 or C-2 and Exhibit D, Exhibit C, C-1 or C-2 shall govern over Exhibit D."

6. All exhibits listed in this Second Amendment are attached hereto and incorporated herein by this reference.

7. 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 **AECOM Technical Services, Inc.**

☒ Tim Flynn, Mayor Date
(if agreement is $250,000.01 or more)
☐ Greg Nyhoff, City Manager (if agreement is $25,000.01-$250,000.00)
☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

Jan M. Hauser, P.E., Vice President Date

Armond Tatevossian, Assistant Secretary Date

ATTEST:

Michelle Ascencion, City Clerk Date
(if agreement is $250,000.01 or more)

APPROVED AS TO FORM:

11/28/17

Stephen M. Fischer, City Attorney Date
(required for any agreement amount)

APPROVED AS TO CONTENT:

Thien Ng 11/28/17

Thien Ng Date
Interim Public Works Director
(required for any agreement amount)

Ruth Osuna, Assistant City Manager Date

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager Date
(if agreement is $250,000.01 or more)

APPROVED AS TO INSURANCE:

Mike More, Risk Manager Date
(required for any agreement amount)

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.

PLEASE DO NOT REMOVE THIS BOX

WASTEWATER PROJECT
SCOPE OF SERVICES EXHIBIT A

Table of Contents

INTRODUCTION

The following Scope of Services (SOS) describes the work to be completed under the Second Amendment to the AECOM Agreement for Consulting Services (Agreement No. A-7815) dated July 28, 2015, for the implementation of the Capital Improvement Program (CIP) at the Oxnard Wastewater Treatment Plant (OWTP). The projects to be completed under Amendment 2 include those identified in the first five (5) years of the CIP as follows:

1. Phase 1: Years 1- 2 projects: Repair of high risk facilities which have been identified as a health and safety concern or urgent need to maintain plant functionality.

2. Phase 2: Year 3 – 5 projects: Reliability improvements necessary to maintain required minimum redundancy and treatment facility.

The following Exhibits comprise Amendment 2:

- Wastewater Project Scope of Services Exhibit A: Amendment 2
- Wastewater Project Exhibit B: Schedule
- Wastewater Project Costs Exhibit C
- Hourly Rate Schedule for Professional Services Exhibit D

The following SOS is comprehensive and adds to the original SOS identified in Agreement Number A-7815. Tasks to be completed under Amendment 2 are identified as *Authorized* following the task title. Tasks not included under Amendment 2 are identified either as *Completed* or *Not Authorized.*

0.0 PROJECT MANAGEMENT – RATE STUDY SUPPORT (COMPLETED)

Consultant will provide the following project management functions:

0.1.1 Prepare Project Plan (Completed)

The Project Work Plan will define how the consultation will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, and an anticipated project schedule.

- Deliverables: Project Work Plan

0.1.2 Prepare Monthly Invoices, Progress Reports, and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly invoices, progress reports, and earned value analysis.

0.1.3 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management for Phase 1 duration, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants, will be conducted by the Project Manager (PM).

0.2 MEETINGS AND WORKSHOPS

0.2.1 Coordination Meetings

The execution of the project from concept through design will require close coordination with City staff, as concepts and designs are developed and reviewed.

Meetings will be held at OWTP throughout the rate study support period and will include a summary of work completed, work planned, key issues, data needs, budget update and schedule overview. Consultant will lead the meetings and prepare an agenda, which will be distributed at least two days before the meeting. Consultant staff will attend these meetings, with other technical staff attending as required.

- Deliverables: Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.0 CONCEPTUAL PLAN AND RATE STUDY SUPPORT (COMPLETED)

1.1 DEVELOP INTERIM NEEDS FOR OWTP

Consultant will review immediate needs plan for the existing OWTP, to provide capability to extend facility life up to fifteen (15) years. Investigations will include equipment and process evaluation for interim improvements that will extend process efficiency, replace deficient equipment, enhance interim treatment, and provide transition facilities as needed until the new treatment facility is commissioned.

The evaluation will include review of plant operational risks, mandatory code and safety improvements, and remaining life analysis. Plant staff will be interviewed and maintenance history evaluated. Final recommendations will be subject to funding objectives and priorities established by the City.

A Project memorandum describing the analysis and recommendations will be prepared.

- Deliverables:
  - Draft Investigations Project Memorandum
  - Final Investigations Project Memorandum

1.2 CONCEPT DEVELOPMENT FOR FUTURE TREATMENT FACILITY

Based on the potential plan to relocate the treatment facilities to a new site, Consultant will develop detailed concepts for a membrane bioreactor facility in one of the several identified sites near West Hueneme Road. The conceptual plans will include up to three scenarios for incorporating existing facilities or abandoning the existing site. Concept planning will include treatment requirements to meet Advanced Water Purification Facility (AWPF) raw water supply, Title 22 requirements for direct reuse, and ocean discharge.

- Deliverables:
  - Draft Conceptual Plan Project Memorandum
  - Conceptual Plan Review Workshop Minutes
  - Final Conceptual Plan Project Memorandum

1.3 COST PROJECTIONS FOR CAPITAL IMPROVEMENTS

Consultant will develop cost estimates to AAEC International, Class 4 Level. Estimates will be developed on layout drawings developed for this purpose, using process sizing and industry standards for structure layouts. Estimates will include site development based on available site information, demolition and phasing of improvements for optimum use of existing facilities. It is intended that these estimates will refine the capital cost budgets as prepared by the Master Plan Consultant. A workshop will be held to review the estimates and assumptions on use of existing facilities.

- Deliverables:
  - Draft and Final Construction Cost Estimates.
  - Workshop Meeting Minutes.
  - Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.4 PARTICIPATION IN WORKSHOPS

Consultant will develop presentations for workshops and planning meetings with the City to review the technical details of the various investigations. Alternative analyses will be developed using economic and non-economic criteria, and presented for discussion with City engineering and operations staff.

- Deliverables:
  - Draft Presentation Materials in PowerPoint and PDF format
  - Workshop Meeting Minutes.
  - Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.5 COORDINATE WITH MASTER PLAN CONSULTANT

Consultant will share information and attend public meetings and workshops, and planning meetings to align efforts with those of the Master Plan Consultant.

Consultant will coordinate with the City and Master Plan consultant through Design Workshops. Master Plan Consultant's services will include, but not be limited to:

- Attendance and participation at meetings and workshops
- Graphic support and detailed evaluations of alternatives
- Overall wastewater system recommendations and co-ordination

2.0 PROJECT MANAGEMENT (AUTHORIZED)

Consultant will provide the following project management tasks during each Phase of the project.

2.1 PROJECT INITIATION AND PROJECT MANAGEMENT/QA/QC

2.1.1 Prepare Project Charter (COMPLETED)

Includes facilitation of a kick-off meeting and project charter development; attendees will include all stakeholders, including operations, management and engineering staff.

- Deliverables: Project Charter.

2.1.2 Prepare Project Plan (COMPLETED)

The Project Work Plan will define how the OWTP improvements will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, goals and an anticipated project schedule. Effort includes a staff survey to develop a list of needs and prioritize actions.

- Deliverables: Project Work Plan

2.1.3 Prepare Monthly Invoices, Progress Reports, and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly invoices, progress reports, and earned value analysis.

2.1.4 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management for improvements design duration, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants, will be conducted by the Project Manager.

Provide senior technical review and implement our quality assurance and quality control (QA/QC) measures throughout the project. Our QA/QC procedures ensure all work products provided to the City follow strict adherence to industry and City of Oxnard design standards.

2.2 MEETINGS AND WORKSHOPS

2.2.1 Kickoff Workshop (COMPLETED)

An overall Project Kickoff Workshop will be held to establish the Project Charter and overall project direction and scope of the project tracks.

Kick-off Workshop – The intent of the workshop is to establish the Project Charter, review the overall project elements and identify and prioritize those elements in each Project track. Initial data request will be submitted by the Consultant. Attendees will include Project Managers for Consultant, as well as the lead designers as applicable.

2.2.2 Monthly Coordination Meetings (COMPLETED)

The execution of the project from concept through design will require close coordination with City staff, as concepts and designs are developed and reviewed.

Monthly meetings will be held at OWTP through delivery of the final preliminary design report, and through completion of design of the OWTP interim improvements projects and the collection system chemical addition and will include a summary of work completed, work planned, key issues, data needs, budget update and schedule overview. Consultant will lead the meetings and prepare an agenda, which will be distributed at least two days before the meeting. Consultant's project managers will attend these meetings, with other technical staff attending as required.

- Deliverables: Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

2.2.3 Technical Workshops (COMPLETED)

The Consultant will lead monthly project memorandum review Workshops (up to a total of 4 during the immediate needs preliminary design effort). Draft project memoranda will be issued prior to the meetings. The consultant will receive City comments on all the draft preliminary design project memoranda. Subsequent to these Workshops, Consultant will prepare Final project memoranda which incorporate City comments received.

3.0 PRELIMINARY INVESTIGATIONS (AUTHORIZED)

The consultant will perform the following investigations prior to preliminary design of the interim improvement projects.

3.1 Data Review And Site Investigations (COMPLETED)

Consultant will develop a data request and deliver to the City. Consultant will review the performance data, as-built files, equipment cut-sheets and conduct a field investigation with City staff.

The City will provide base drawings for existing onsite facilities, utilities, controls and infrastructure will be provided following notice to proceed.

3.2 COORDINATE WITH ENERGY COALITION (COMPLETED)

Consultant will coordinate with the City's Energy Consultant, Energy Coalition, to recognize opportunities to maximize energy efficiency and energy rebates. This coordination shall consist of inviting Energy Coalition to key meetings, providing and sharing information requested, and responding to Energy Coalition comments during planning, preliminary, and early in detailed design.

3.3 COORDINATE WITH MASTER PLAN CONSULTANT (COMPLETED)

Consultant will share information and attend public meetings and workshops, and planning meetings to align efforts with those of the Master Plan Consultant.

Consultant will coordinate with the City and Master Plan consultant through Design Workshops. Master Plan Consultant's services will include, but not be limited to:

- Attendance and participation at meetings and workshops
- Technical support on alternatives and cost analysis
- Coordination on the final rate study and final project list for interim improvements

3.4 FIELD SURVEY (PHASE 1 AND 2)

If required, consultant will provide an aerial topographic survey of the selected treatment facility areas, supplemented by ground surveys.

This scope of services is limited to the services described herein and does not include potholing of existing underground utilities; title company reports, services and fees; boundary or construction surveying; setting boundary or right of way monuments; preparing and filing Corner Records or maps of any kind.

Aerial Topographic Mapping **(COMPLETED)**

- Perform control network survey for the purpose of establishing horizontal and vertical positions on the aerial targets for photogrammetric mapping. Control will be tied to the current datum in use for the Oxnard area: CCS83, Zone 5, Epoch 1995.00 horizontally and NAVD88 vertically.
- Coordinate with aerial mapping company to obtain aerial photography and mapping. Topographic mapping will be compiled using standard photogrammetric methods at a scale of 1 inch equals 20 feet, with a one foot contour interval as an AutoCAD drawing file.
- Perform field survey to locate visible surface features related to utilities such as meters, valves, backflow preventers, poles, warning signs, paint marks, exposed pipe sections, etc., not identifiable from aerial mapping, as well as critical design constraints as known at the time of this proposal.
- Perform field survey to locate visible surface features at the four offsite facilities previously noted.
- Download and compute survey data. The data will be added to the AutoCAD base map drawing and each feature will be clearly labeled as identified in the field.
- Create an AutoCAD drawing for the project base map, including a title sheet with surveyor's notes, vicinity map and legend.
- Deliverables: Electronic AutoCAD drawing files.

Digital Orthophotography **(COMPLETED)**

- Digital image files will be created in the appropriate format. The image will have a pixel resolution of 0.08 feet (each pixel will represent approximately 1" on the ground) suitable for plotting at a scale of 1" = 20'. Images will be inserted into the AutoCAD base map drawing.

Compile Utility Information

- Research utility providers via DigAlert within the immediate vicinity of project limits (public streets only) and request pertinent utility base maps and atlases sufficient to compile the offsite public utility features in the immediate vicinity of the site and that would be necessary to serve the property. These include water mains, sewer mains, gas mains, storm drain lines, fire hydrants, utility poles, telecommunications and cable television. Only onsite visible surface utilities will be shown.

Subsurface Investigations

- OWTP is an existing operating facility with many underground pipelines, power and communication conduits, and other utilities. The scope of services for the Subsurface Investigation includes using a standard electromagnetic utility locator and with ground penetrating radar to locate pipes and other utilities. An allowance for additional subsurface investigations is included.

3.5 GEOTECHNICAL REPORT AND SEISMIC RESPONSE SPECTRA

The scope of services for Geotechnical Engineering will provide preliminary geotechnical design criteria and includes the following:

- Borings as needed to provide general information on subsoil conditions, depth to ground water and refusal depths. Consultant will explore the subsurface conditions and materials by drilling 10-foot deep geotechnical borings, cone penetrometer test (CPT) soundings, and environmental/geotechnical borings.

- Where necessary, several 20-foot deep borings will be drilled using a mud rotary system at the proposed project sites. Consultant will log the test holes and supervise the field study. Relatively undisturbed samples will be taken from the test holes and sealed in containers, and bulk samples from the cuttings will be secured in bags. The samples will be returned to Consultant's laboratory for testing.

- Because of shallow groundwater conditions, and the seismicity of the region, the Consultant will have a focus on liquefaction and lateral spreading, and the potential design issues associated with those phenomena. These factors will be central to the planned exploration and analysis programs. Furthermore, testing will be performed to aid dewatering contractors in their estimation of quantities that will need to be pumped during construction.

- Laboratory testing will be performed on soil samples collected during the field exploration to help identify and evaluate subsurface site characteristics. Geotechnical tests will include, but may not be limited to: measurement of in-place moisture and density; determination of maximum density and optimum moisture of soils anticipated to be involved in site grading; direct shear testing of remolded samples of anticipated bearing soils; consolidation testing of in-situ conditions; expansion index testing of anticipated bearing soils; plasticity index and grain size analyses of key soil types; and pH, resistivity, soluble chloride and soluble sulfate testing of soils anticipated to be in contact with foundations.

- Once field and laboratory tests are complete the data will be organized and analyzed by the Consultant to develop conclusions and recommendations relevant to site development.

- A Geotechnical Engineering Report will be prepared based on evaluation of the data obtained from the exploration and testing programs, and on experience and judgment.

Included in the report will be descriptions of the field and laboratory tests performed during the Consultant's studies, discussions pertaining to the engineering properties of soil types encountered on-site, and recommendations for site development based on the geotechnical conditions. Recommendations will include: criteria for grading; seismic design parameters; vertical, lateral and bearing pressures for use in structural design; estimated total and differential settlements; minimum foundation design criteria; and depth to groundwater.

4.0 PERMITTING (COMPLETED)

4.1 STORM WATER PERMITTING

Consultant will assist the City in renewing its Storm Water Pollution Prevention Plans (SWPPPs) for the OWTP, Headworks and Advanced Water Purification Facility (AWPF). The SWPPP will be prepared to comply with the requirements of the State of California's new General Permit for Storm Water Discharges Associated with Industrial Activities (i.e., Industrial General Permit [IGP]) (Water Quality Order 2014-0057-DWQ, National Pollutant Discharge Elimination System [NPDES] CAS000001). The Consultant anticipates the SWPPP is not being prepared to comply with the Ventura County Municipal Separate Storm Sewer System (MS4) permit.

4.1.1 Review Available Materials

The Consultant anticipates that all of the storm water runoff traversing the treatment areas of the OWTP premises was captured and treated in the plant prior to 2008. With the 2008 expansion of the treatment plant, including the new headworks facility, this is no longer the case.

The Consultant will review available documents and materials provided by City staff in email or hardcopy regarding the facility's operations to verify applicability of the IGP to the facility and to determine if the facility requires coverage under a Notice of Intent, or may be eligible for No Exposure Certification (NEC) or Notice of Non-Applicability (NONA). Materials to be provided by the OWTP staff include site maps and documents describing relevant attributes of the facility (storm drain maps, draft or internal SWPPP, Spill Prevention, Control, and Countermeasure Plan, Hazardous Materials Business Plan, storm drain map, and other environmental documents or permits). The Consultant will need City staff to provide existing facility drawings in CADD or GIS if available. The Consultant anticipates that the facilities do not have coverage under the current IGP and has not performed storm water sampling.

The Consultant will review those documents City staff can make available in advance of the Task 12.1.2 Site Visits, with additional data provided and reviewed during the site visit.

4.1.2 Conduct Site Visits

The Consultant will perform a one- to two-day site visit to the OWTP, Headworks and AWPF to collect information needed to prepare the SWPPP and prepare detailed site maps. During the site visits, the Consultant will inspect the sites' storm water drainage system to determine needed storm water sampling locations. The Consultant will identify which portions of the facilities' stormwater is captured and treated on the site, which portion may be discharged off-site to the City storm drain system, and which portion is discharged directly to a detention basin without treatment. The Consultant anticipates that City staff will provide a storm drain system map and have staff available to assist with removal of storm drain lids to verify the layout of the storm drain system.

During the site visits, the Consultant will discuss with City staff information needed to complete the SWPPP, such as:

- Make-up and experience of the Storm Water Pollution Prevention Team and training needs
- Availability of sampling equipment, if any
- Potential polluting materials used at the site, including storage locations and loading/unloading activities
- Comparison of current site operations versus minimum Best Management Practices (BMPs) required by the IGP; where possible, written standard operating procedures are desired

The Consultant anticipates that the facilities will not require the use of advanced BMPs to comply with the IGP. Costs to design advanced BMPs are not included in this proposal.

During the site visit, the Consultant will review the SWPPP checklist, NEC checklist, and site map requirements in accordance with the appendices and attachments to the IGP to ensure needed information is collected.

4.1.3 Hydrologic Analysis

For the OWTP, the Consultant will review site hydrology and perform additional calculations to develop the Storm Water drainage map for the site. Additional requirements will include site survey and review of existing drainage structures. Analysis will be as required to comply with the requirements of the stormwater permits associated with the site.

4.1.4 Prepare Draft SWPPP and Site Map

The Consultant will prepare the draft SWPPP and site map to comply with the new IGP. The Consultant's approach will be to keep the SWPPP brief and, thereby, functional for use by the OWTP, Headworks and AWPF staff. At a minimum, the SWPPP will cover the following topics:

- Facility name and contact information, including identifying the Storm Water Pollution Prevention Team
- Site description
- Site map
- List of industrial materials: industrial processes, material handling and storage areas, dust and particulate generating areas, significant spills and leaks, non-storm water discharges, erodible surfaces
- Assessment of potential pollutant sources
- Minimum BMPs: good housekeeping, preventive maintenance, spill and leak prevention and response, material handling and waste management, erosion and sediment control, employee training programs, quality assurance and record-keeping
- Advanced BMPs (if determined to be applicable – not included in our cost estimate): exposure minimization BMPs, storm water containment and discharge reduction BMPs, treatment control BMPs, other advanced BMPs
- Annual comprehensive facility compliance evaluation
- Monitoring Implementation Plan
- Date SWPPP initially prepared and date of amendments

Consultant will lead a workshop two weeks after delivery of the Draft documents to review and receive comments from City staff. One week before the workshop, the Consultant will provide an agenda to the City.

- Deliverables:
  - Draft SWPPP and Site Map.
  - Workshop Meeting Minutes.

The documents will be provided in electronic format via email, unless the City requests hardcopy or other digital format.

4.1.5 Prepare Final SWPPP and Site Map

The Consultant will revise the SWPPP and Site Map based on the City's comments. The final copy will be provided in electronic format via email for ease in uploading to the State Water Board's Storm Water Multiple Application and Report Tracking System (SMARTS) website. The Consultant will also provide up to three hardcopy and/or CD format copies of the Final SWPPP and Site Map if requested by the City.

- Deliverables:
  - Final SWPPP and Site Map.

4.1.6 Permit Application Support

The Consultant will provide support to the City's staff complete the permit application process. Support will include providing additional information for use in entering the Permit Registration Documents in SMARTS, and assistance with data entry and document upload. However, the Consultant will not be able to directly enter information that must be uploaded by the Legally Responsible Person, such as providing certification. The City will be responsible for any required permit fees.

5.0 RIGHT OF WAY ACQUISITION SERVICES (NOT AUTHORIZED)

6.0 PRELIMINARY DESIGN – PHASE 1 (YEARS 1-2) AND PHASE 2 (YEARS 3-5) IMPROVEMENT PROJECTS (COMPLETED)

Consultant will evaluate and perform preliminary design of the improvements identified in the approved Capital Improvements Plan (CIP) for Phase 1 and 2. The analysis will determine sequencing and packaging of the elements into specific design and construction packages. For Phase 2 improvements, a life cycle cost summary will be developed.

The preliminary design will address:

A. Treatment Process Improvements
B. Site and Utilities Improvements.
C. Emergency generator and main switchgear improvements.

The results will be summarized, with conclusions and recommendations resulting from the investigations, in a Pre-Design Project memorandum (PM) for each immediate needs facility or system. The Draft PMs will be submitted to the City for review and City review comments will be incorporated into Final PMs which will be incorporated into a Preliminary Design Report (PDR).

- Deliverables:
  - Draft Pre-Design Investigations Project Memoranda
  - Final Pre-Design Investigations Project Memoranda

6.1 HEADWORKS IMPROVEMENTS

This task consists of evaluating improvements to the Headworks Area as identified for the next 5 years. Identified needs include:

Improvements for Phase 1 (Years 1 – 2)
- Odor Control upgrades
- Repair concrete in grit chambers
- Replace fiberglass covers as necessary

Improvements for Phase 2 (Years 3 – 5)
- Additional concrete repairs
- New fiberglass covers in screening and grit removal structure
- New odor control system
- Enclose bar screen & conveyor areas
- New screen wall along north and west property areas

Preliminary design tasks consist of:

- Evaluate improvement alternatives
- Document findings in draft PM
- Prepare and submit final PM incorporating City comments

6.2 PRIMARY CLARIFIER IMPROVEMENTS

This task consists of evaluating Primary Clarifier improvement needs as identified in the CIP throughout the next 5 year improvement program. Identified needs include:

Improvements for Phase 1 (Years 1 – 2):
- Install new effluent launders, weirs and supports
- New primary clarifier #4 walkway
- Install polymer addition system for chemically enhanced primary treatment (CEPT)

Improvements for Phase 2 (Years 3-5)

- None

Specific preliminary design tasks consist of:

- Evaluate improvement alternatives
- Document findings in draft PM
- Prepare and submit final PM incorporating City comments

6.3 BIO-TOWERS REHABILITATION

Based on the condition assessment and seismic evaluation conducted during Master Plan project, the Bio-towers have been found in poor condition and are recommended for demolition in Phase 3. This task includes preliminary design for evaluation the options to make the bio-towers safe before they are demolished. Identified needs include:

Improvements for Phase 1 (Years 1 – 2):
- Install wire wrap or mesh around bio-towers to prevent block wall from falling

Improvements for Phase 2 (Years 3 - 5):
- None

Preliminary design tasks consist of:

- Evaluate Bio-towers Rehabilitation Options
- Document findings in draft Project memorandum
- Prepare and submit final Project memorandum incorporating City comments

6.4 INTER-STAGE PUMP STATION IMPROVEMENTS

This task consists of evaluating Inter-stage Pump Station improvement needs as identified in the CIP in Phase 1 and 2. Identified needs include:

Improvements for Phase 1 (Years 1 - 2):
- None

Improvements for Phase 2 (Years 3 – 5):
- Modify pumps, VFDs and flow metering
- Rehabilitate wet well concrete
- Upgrade control facility to meet building seismic code

Preliminary design tasks consist of:

- Document findings in draft Project memorandum
- Prepare and submit final Project memorandum incorporating City comments

6.5 EFFLUENT PUMP STATION UPGRADES

This task consists of evaluation and pre-design of improvements to the Effluent Pump Station area per CIP plan for Phase 1 and 2. Identified needs include:

Improvements for Phase 1 (Years 1 - 2):
- None

Improvements for Phase 2 (Years 3 – 5):
- Rehabilitate 4 pumps, VFDs and valves in effluent pump station building
- Replace or rebuild low head effluent pump ("Big Red")
- Replace Gravity Line check valve and isolation valve
- Effluent Pump Engines cooling water piping
- Upgrade building to meet seismic code

Specific preliminary design tasks consist of:

- Assess equipment replacement or rehabilitation requirements
- Determine structural rehabilitation required to extend the effluent pump station useful life and to satisfy seismic resistance design requirements
- Document findings in draft Project memorandum
- Prepare and submit final Project memorandum incorporating City comments

6.6 ANAEROBIC DIGESTION IMPROVEMENTS

This task consists of preliminary design of the improvements as identified in the CIP. Identified needs include:

Improvements for Phase 1 (Years 1 - 2):
- None

Improvements for Phase 2 (Years 3 – 5):
- Install digester 2 cover, new gas and recirculation piping

Specific preliminary design tasks consist of:

- Assess tank cleaning requirements and sequencing
- Document findings in draft Project memorandum
- Prepare and submit final Project memorandum incorporating City comments

6.7 COGENERATION IMPROVEMENTS

This task consists of preliminary design for improvements to the cogeneration system as identified in CIP plan for Phases 1 and 2. Identified needs include:

Improvements for Phase 1(Years 1 – 2):
- Refurbish two existing co-generator engines (in frame refurbishment of the engines)
- On-site Generator Inspection

Improvements for Phase 2 (Years 3 – 5):
- Refurbish one existing co-generator engine (in frame refurbishment of the engine)
- Generator Inspection

Preliminary design tasks consist of:

- Document findings and recommendations
- Finalize recommendations and submit to City

6.8 BELT FILTER PRESS IMPROVEMENTS

Additional identified needs include:

Improvements for Phase 1 (Years 1 – 2):
- Replace two existing belt filter presses
- In-Kind replacement of Process area fire suppression piping and sprinklers
- Provide replacement parts for conveyor

Improvements for Phase 2 (Years 3 – 5):

- Replace two existing belt filter presses

Preliminary design tasks consist of:
- Document findings in draft project memorandum
- Prepare and submit final project memorandum incorporating City comments

6.9 EMERGENCY GENERATOR AND MAIN SWITCHGEAR IMPROVEMENTS

This task consists of preliminary design for replacement of standby generators and upgrades to the main switchgear as identified in the CIP for Phase 1 and 2. Identified improvements include:

Improvements for Phase 1 (Years 1 – 2):
- Install temporary 25kV circuit breakers on each side of 16kV and 480-volt transformers.
- Rehabilitate seven existing electrical and instrumentation manholes.

Improvements for Phase 2 (Years 3 – 5):
- Construct Main Electrical Building; new transformers; reroute electrical duct banks and run new cabling; new Automatic transfer switches.
- Install one (1) emergency standby generator
- Remove and replace existing storage building.

Preliminary design tasks consist of:

- Document findings in draft Project memorandum
- Prepare and submit final Project memorandum incorporating City comments

6.10 PLANT WIDE MODIFICATIONS

This task addresses the modifications that are required plant-wide including the following:

6.10.1 Utilities replacement/upgrade, Electrical Repairs, and Civil/Site Work

Plant wide mechanical, structural, and electrical upgrades and repairs are identified in the CIP for Phases 1 and 2. No preliminary design is required as these improvements will be determined on as-needed basis. CIP has identified the following miscellaneous Site Work improvements in

Improvements for Phase 1 (Years 1 - 2):
- None

Improvements for Phase 2 (Years 3 – 5):

- Site Piping Replacements: Install process water piping loop, fire line loop; 3WHP system upgrade.

- Security upgrades: Install site security monitoring system, security fencing, building security keying system, site lighting. Main plant site security fencing and gates: Replace existing fencing and gates around the existing main plant, excluding the Headworks Area.

6.10.2 Supervisory Control and Data Acquisition (SCADA) System Upgrade

This task consists of determining the requirements for improvements to the SCADA system to improve control of the treatment processes. For long-term reliability, new PLCs are required to replace existing PLCs, for compatibility with the AWPF PLCs. The new PLCs should incorporate new ControlLogix platform. New Human Machine Interface units are required at all PLCs, and at the central control office. Preliminary design of this task is broken down into two tasks:

Improvements for Phase 1 (Years 1 – 2):

- Temporary convert existing fiber network to Ethernet to prevent SCADA drop-out.

Improvements for Phase 2 (Years 3 – 5):

- Install new plant-wide SCADA system

Preliminary tasks consist of:

- Document findings in draft Project memorandum
- Prepare and submit final Project memorandum incorporating City comments

6.10.3 Motor Control Center (MCC) replacement

Per CIP plan for Phase 1 and 2, provide preliminary design for upgrade and/or replacement of MCCs at various locations. New MCCs will be evaluated for the Inter-stage Pump station, Aeration and secondary clarifier area, digesters, chemical facilities and dewatering building. Per the CIP, the MCCs are to be evaluated for replacement in Phase 2 (Years 3 – 5).

Improvements for Phase 1 (Years 1 – 2):

- None.

Improvements for Phase 2 (Years 3 – 5):

- Install up to five (5) new MCC's in prioritized locations.

Preliminary tasks consist of:

- Document findings in draft Project memorandum
- Prepare and submit final Project memorandum incorporating City comments

6.11 PRELIMINARY DESIGN REPORT (PDR)

Consultant will undertake and complete all pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations and a recommendation for construction phasing in a Preliminary Design Report. The analysis will define the areas to be packaged for construction bidding.

Individual Design workshops will be held with the City at key project milestones during the Preliminary Design phase. These workshops will be attended by the Consultant's Project Manager and, lead designers from the team and other technical staff as required. Each Workshop is anticipated to be approximately one half day in duration. The workshops will be held at the OWTP. The following workshops are anticipated:

1. Initial Workshop – Key issues will be identified and discussed. The intent of the workshop is to identify plant staff objectives and any ongoing concerns that must be documented for the preliminary and final design efforts.

2. Draft PDR Workshop – This Workshop will occur approximately half way during the preliminary design phase. Consultant will update the project team on the progress of the preliminary design effort. The direction of the analyses will be confirmed or re-established ahead of the preparation of the Draft PDR.

The results of this investigation will be included in a Draft PDR that will be delivered to the City for review two weeks prior to a PDR Review Workshop. Following the Workshop, the Draft PDR will be updated and a Final PDR will be submitted to the City. The Final PDR will serve to define the scope of the design packages.

7.0 FINAL DESIGN FOR PHASE 1 (YEARS 1 – 2) PROJECTS (AUTHORIZED)

The consultant will develop the final design for the Phase 1 (Years 1 – 2) projects. The number of bid packages, drawings, and specifications to be prepared for the OWTP improvements is to be determined during initial stages of the work. The detailed design requirements for Phase 1 projects are defined in the Final Preliminary Design Report, dated November 2017.

The final design of the following projects will be completed under Task 7 (Phase 1):

- Headworks Improvements

Each Package will include Design Workshops, Drawings, Drawings, Specifications, Opinion of Probable Construction Cost, and Constructability Review.

For each Package, Consultant has included two (2) design meetings as part of the scope of services. Further coordination of design efforts will be completed during the regular monthly meetings.

Consultant will prepare and distribute meeting agendas two days prior to scheduled meetings and also record and distribute meeting minutes to all attendees no later than five days following the meeting. The meeting minutes will document the discussions and decisions made.

- Deliverables:
  - Meeting Agendas
  - Meeting Minutes

7.1 PROJECT COORDINATION

7.1.1 Design Meetings

For each Package, Consultant has included two (2) design meetings as part of the scope of services. The Workshops are included at the following Milestones:

- 60% Design Submittal
- 90% Design Submittal

Further coordination of design efforts will be done during the regular monthly meetings.

Consultant will prepare and distribute meeting agendas two days prior to scheduled meetings and also record and distribute meeting minutes to all attendees no later than five days following the meeting. The meeting minutes will document the discussions and decisions made.

- Deliverables:
  - Meeting Agendas
  - Meeting Minutes

7.1.2 Bid Documents - Plans and Specifications

Consultant will proceed with final design preparation as follows:

Submittal	Drawings	Specifications	Opinion of Cost	No. of Copies
60%	Plans, Sections, and Most Details for all disciplines	Draft	Updated	PDF, Word, and 10 hard copies
90%	All	Final Draft	Updated	PDF, Word, and 10 hard copies
FINAL	Bid ready	Bid Ready	Final	PDF and Word 1 Bound 1 Unbound for reproduction

Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17").

Consultant shall prepare Technical Specifications based on the City's standard format, and shall reference the Standard Specifications for Public Works Construction (SSPWC) and any other applicable standards with supplements.

- Deliverables:
  - 60% Progress Package as defined above.
  - 90% Progress Package as defined above.
  - Final Bid Ready Package as defined above.

7.1.3 Engineer's Opinion of Probable Construction Cost

Prepare opinion of probable construction costs per American Association of Cost Engineering International (AACEI) at the 60%, 90% and Final completion stages.

- Deliverables:
  - 60% Construction Cost Opinion.
  - 90% Construction Cost Opinion.
  - Final Construction Cost Opinion.

7.1.4 Constructability Review

At the 90% design completion stage, Consultant will perform a constructability, startup, and commissioning review including the following:

- Review of Agreement, General Conditions and General Requirements for inclusion of additional contract requirements for procedural issues and responsibilities for submittals, schedule, payment and change order procedures, quality control, protection of the environment, safety, and project closeout.
- Review of construction sequencing.
- Plan startup and commissioning activities.
- Specified quality control and testing requirements and responsibilities of the Contractor.
- Consideration of special limitations imposed by the site.
- Specifications that adequately relate to the plans and are not unnecessarily restrictive.
- Potential physical conflicts on the plans and conflicts between specifications and the plans.

➢ Deliverables:

  - Prepare one redlined set of plans, specifications, and schedule summary with comments.
  - Prepare Summary of Findings Report, including Startup and Commissioning Plan.

7.1.5 Coordination with City Plan Check Department

The Consultant will submit the 90% contract documents to the City Plan Check department for review, answer comments, and revise documents as applicable. Consultant will prepare a memorandum summarizing the Plan Check comments and provide applicable revisions for each comment. Consultant will resubmit documents to City Plan Check if required. Consultant assumes a maximum of two submissions to City Plan Check will be required.

7.2 Headworks Improvements

This task includes development of drawings for civil, structural, mechanical, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

Planned Improvements for Phase 1 (Years 1 – 2)

- Odor Control improvements
- Repair concrete in grit chambers
- Replace fiberglass covers as necessary
- Concrete repairs in Inlet Junction Structure (IJS) and Screenings areas.

7.3 PRIMARY CLARIFIER IMPROVEMENTS (COMPLETED)

This task includes development of drawings for civil, structural, mechanical, plumbing, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

7.4 BIO-TOWERS IMPROVEMENT (COMPLETED)

This task includes development of drawings for civil, demolition, mechanical, yard piping, Technical specifications shall be prepared.

7.5 CO-GENERATION IMPROVEMENTS (COMPLETED)

This task includes development of drawings for civil, structural, mechanical, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

7.6 BELT FILTER PRESS IMPROVEMENTS (PHASE 1) (COMPLETED)

This task includes development of drawings for civil, structural, mechanical, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

7.7 SCADA SYSTEM UPGRADE (COMPLETED)

This task consists of developing a specification for improvements to the SCADA system fiber optic communication network. The work consists of converting the PLC interface from serial to Ethernet communication utilizing the existing fiber optic network.

7.8 LABORATORY AIR HANDLING SYSTEM IMPROVEMENTS (COMPLETED)

This task consists of detailed design for replacement of the HVAC system. A new HVAC system will be provided for the laboratory.

8.0 FINAL DESIGN FOR PHASE 2 (YEARS 3 – 5) PROJECTS (AUTHORIZED)

This task includes the detailed design of the projects in the CIP that are planned to be implemented in Phase 2. The detailed design requirements for Phase 2 projects are defined in the Final Preliminary Design Report, dated November 2017.

The final design of the following projects will be completed under Task 8 (Phase 2):

- Headworks Improvements
- Aeration Basin Air Supply Improvements
- Anaerobic Digester Improvements
- Belt Filter Press Improvements
- Inter-stage Pump Station Improvements
- Effluent Pump Station Improvements
- Cogeneration Improvements
- Emergency Generator and New Electrical Building
- Motor Control Center Improvements
- SCADA System Upgrade
- Site Piping
- Site Security Improvements
- New Storage Building

8.1 Project Coordination

8.1.1 Design Meetings

For each Package, Consultant has included two (2) design meetings as part of the scope of services. The Workshops are included at the following Milestones:

- 60% Design Submittal
- 90% Design Submittal

Further coordination of design efforts will be done during the regular monthly meetings.

Consultant will prepare and distribute meeting agendas two days prior to scheduled meetings and also record and distribute meeting minutes to all attendees no later than five days following the meeting. The meeting minutes will document the discussions and decisions made.

➢ Deliverables:

- Meeting Agendas
- Meeting Minutes

8.1.2 Bid Documents - Plans and Specifications

Consultant will proceed with detailed design preparation as follows:

Submittal	Drawings	Specifications	Opinion of Cost	No. of Copies
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Consultant shall prepare Technical Specifications based on the City's standard format, and shall reference the Standard Specifications for Public Works Construction (SSPWC) and any other applicable standards with supplements.

➢ Deliverables:

- 60% Progress Package as defined above.
- 90% Progress Package as defined above.
- Final Bid Ready Package as defined above.

8.1.3 Engineer's Opinion of Probable Construction Cost

Prepare opinion of probable construction costs (per AACEI) at the 60%, 90% and Final completion stages.

- Deliverables:
  - 60% Construction Cost Opinion.
  - 90% Construction Cost Opinion.
  - Final Construction Cost Opinion.

8.1.4 Constructability Review

At the 90% design completion stage, Consultant will perform a constructability, startup, and commissioning review including the following:

- Review of Agreement, General Conditions and General Requirements for inclusion of additional contract requirements for procedural issues and responsibilities for submittals, schedule, payment and change order procedures, quality control, protection of the environment, safety, and project closeout.
- Review of construction sequencing.
- Plan startup and commissioning activities.
- Specified quality control and testing requirements and responsibilities of the Contractor.
- Consideration of special limitations imposed by the site.
- Specifications that adequately relate to the plans and are not unnecessarily restrictive.
- Potential physical conflicts on the plans and conflicts between specifications and the plans.

- Deliverables:
  - Prepare one redlined set of plans, specifications, and schedule summary with comments.
  - Prepare Summary of Findings Report, including Startup and Commissioning Plan.

8.1.5 Coordination with City Plan Check Department

The Consultant will submit the 90% contract documents to the City Plan Check department for review, answer comments, and revise documents as applicable. Consultant will prepare a memorandum summarizing the Plan Check comments and provide applicable revisions for each comment. Consultant will resubmit documents to City Plan Check if required. Consultant assumes a maximum of two submissions to City Plan Check will be required.

8.2 Headworks Improvements

This task includes development of drawings for civil, structural, mechanical, plumbing, yard piping, instrumentation, and electrical elements, as defined in Task 6. Technical specifications shall be prepared.

Improvements to be designed:

- New fiberglass covers in screening and grit removal structure
- New odor control system
- Enclose bar screen & conveyor areas

- New screen wall along north and west property areas

8.3 Aeration Basin Air Supply Improvements

This task includes development of drawings for demolition, structural, mechanical, and electrical modifications to replace diffusers and piping for one of two aeration basins. Drawings and technical specifications shall be prepared.

8.4 Anaerobic Digestion Improvements

This task includes development of drawings for civil, structural, mechanical, gas piping, instrumentation, and electrical elements, as defined in Task 6. Plans and Technical specifications shall be prepared. The City will undertake cleaning of Digesters 1 and 3.

Improvements to be designed:

- New Digester 2 cover, and associated gas and recirculation piping

8.5 Belt Filter Press Improvements

This task includes development of technical specifications, and City Contract Documents and Bid Packet for the belt filter press refurbishment or replacement as defined in Task 6. Technical specifications shall be prepared.

Improvements to be designed:

- Refurbish or replace two existing belt filter presses with remanufactured units

8.6 Inter-Stage Pump Station Improvements

This task includes development of drawings for civil, structural, mechanical, plumbing, yard piping, instrumentation, and electrical elements, as defined in Task 6. Technical specifications shall be prepared.

Improvements to be designed:

- Modify pumps, VFDs and flow metering
- Rehabilitate wet well concrete
- Upgrade control facility to meet building seismic code

8.7 Effluent Pump Station Improvements

This task includes development of drawings for civil, structural, mechanical, yard piping, instrumentation, and electrical elements, as defined in Task 6. Technical specifications shall be prepared.

Improvements to be designed:

- Rehabilitate 4 pumps, VFDs and valves in effluent pump station building
- Replace or rebuild low head effluent pump ("Big Red")
- Replace Gravity Line check valve and isolation valve
- Effluent Pump Engines cooling water piping
- Upgrade building to meet seismic code

8.8 Co-Generation Improvements

This task includes development of technical specifications, and City Contract Documents and Bid Packet for cogeneration system engine in-frame overhaul, as defined in Task 6. Technical specifications shall be prepared.

Improvements to be designed:

- Rebuild of one existing co-generator engine (in frame refurbishment of the engine)
- Generator Inspection

8.9 Emergency Generator And Main Electrical Building

This task includes development of drawings for civil, structural, mechanical, HVAC, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

Planned improvements include:

- Construct Main Electrical Building; new transformers; reroute electrical duct banks and run new cabling; new Automatic Transfer Switches.
- Install one (1) emergency standby generator
- This project will be accelerated due to recent failures

8.10 Motor Control Center (MCC) Replacement

Consultant will provide detailed design for upgrade and replacement of MCCs at various locations as required for the interim improvements.

Improvements to be designed:

- New motor control center (MCC) panels at 5 locations
- This project will be accelerated based on high risk of failures

8.11 SCADA System Upgrade

This task consists of detailed design for improvements to the SCADA system to improve control of the treatment processes.

Improvements to be designed:

- Install plant SCADA system (plant-wide) – PLCs and procurement package for Systems Integrator

8.12 Site Piping Improvements

This task includes detailed design of improvements to select site piping that has been unreliable and requires high maintenance.

Improvements to be designed include:

- 3WHP strainer and loop, cooling water piping and strainer, fire line loop.

8.13 Site Security Improvements

This task consists of detailed design for site security upgrades. Drawings and technical specifications shall be prepared.

Planned improvements include:

- New perimeter fence
- Electrically controlled security gates
- Plant Lighting Improvements
- Building Security Systems
- Building and Site Security Cameras
- Security Control System and Programming
- This project will be accelerated due to on-going security issues at the plant

8.14 Maintenance Storage Building

- This task consists of detailed design for a new 6000 square foot maintenance storage building, to replace existing building to make space for electrical building. Drawings and technical specifications shall be prepared. The new building will be a pre-fabricated metal building or equal with limited utilities and office space similar to the existing storage building.

- This project will be accelerated as part of the electrical improvements project.

9.0 DESIGN DEVELOPMENT OF PLANT CONVERSION AND UPGRADES (PHASE 3) (NOT AUTHORIZED)

This task will include conceptual design and preliminary design of the plant-wide conversion and upgrades associated with Phase 3 improvements.

The baseline design concept includes conversion of the North Area Treatment Facilities for the liquid process train from primary treatment through secondary treatment utilizing MBR technology. The baseline concept to be evaluated under this task is based on the City's current Capital Improvement Planning efforts, which form the basis of the Cost of Service Study used to establish rate projections for wastewater related services within the City's service area. The concept development will determine the overall needs for plant conversion and will evaluate optional equipment selection within certain treatment processes. The following is a summary outline of the baseline concept.

Preliminary Treatment / Headworks:

The baseline design concept includes the following Preliminary Treatment / Headworks Improvements:

- New Non-hazardous Waste Receiving Station with metering and screening systems.

Primary Treatment:

The baseline design concept includes the following Primary Treatment improvements:

- Demolition of primary clarifiers and Primary Building
- Removal of equipment, concrete, piping and electrical systems in old headworks and primary tanks area.
- Reroute piping and electrical systems

Secondary Treatment:

The baseline design concept includes the following Secondary Treatment improvements:

- Bio-tower Demolition: Remove superstructure, remove concrete below ground, reroute piping and electrical; restore grade

- Activated Sludge Tank (AST) Upgrades and Conversations:
  - Replace diffusers and add return sludge piping, aeration piping, gates and controls
  - Modify ASTs for MBR or other technology operation by partitioning Tanks and addition of internal recycle system
  - Convert ASTs 3 to 6 to flow equalization tanks by removing diffusers and adding flow equalization pumps

- Secondary Sedimentation Tanks (SSTs) Conversions and Upgrades:
  - Convert existing SSTs 3 to 12 to primary sedimentation tanks (PST) by installation of new clarifier mechanisms, primary sludge pumps, isolation gates and scum systems. Convert existing SST Effluent Channel to PST Influent Channel.
  - Prepare the remaining SSTs for conversation to new Membrane Bioreactor (MBR) or other Technology by demolition of existing secondary clarifiers 13 to 18 removal of SST equipment, re-routing piping and electrical, reinforcing walls of aeration basin, modify inlet and outlet channels
  - Convert existing SSTs 1 and 2 to Screening & Transfer Pump Station by Installation of new screen channels for primary effluent, conversion to flow equalization basin, and addition of transfer pumping and pipes

- Upgrades for New MBR or other treatment process technology:
  - Construct new tanks, channels, membranes and piping, pump gallery, pumps, cranes, roof and ventilation systems, aeration blowers for the new MBR or other treatment process technology
  - Construct new chemical systems, electrical room, SCADA system, effluent handling facilities

- Evaluate requirements for disinfection and effluent pumping

- Relocate Existing Primary Influent Piping: Connect to main header and re-route to influent channel of PSTs. Provide controls and valves as necessary for piping relocation

Solids Treatment:

The baseline design concept includes the following Solids Treatment improvements:

- Digesters 1 and 3 Rehabilitation:
  - Refurbishment or Replacement of existing gas/draft tube mixing systems
  - Digesters roof and concrete walls repair
  - Heat exchanger upgrades

- Sludge Thickening Facility Upgrades:
  - Demolish Dissolved Air Flotation Tank (DAFT) structures, gravity thickener tanks and chemical storage.
  - Construct new building with Rotating Drum Thickeners for primary sludge and Gravity Belt thickeners for waste secondary sludge

- Dewatering Facilities
  - Evaluate alternatives for long-term dewatering options for the upgraded treatment plant to include replacement of the belt filter presses with scroll centrifuges or screw presses.

- Class "A" Biosolids Treatment and Combined Sludge/Solids Waste Gasification Technologies

- FOG Receiving Station
  - Fats Oils Grease (FOG) receiving station with tank heaters and pumps for transfer of FOG to digesters

Electrical / Instrumentation Improvements:

The baseline concept includes the following Electrical / Instrumentation improvements:

- New North Electrical Building and New Motor Control Centers
- Site Electrical Improvements including cables, duct banks and wiring
- New Supervisory Control and Data Acquisition (SCADA) system: Replace plant-wide SCADA systems and PLCs with current technology. Reprogram all processes for new Plant Control System

Site Piping Replacements:

The baseline design concept includes replacement or construction of new process water piping loop, buried valves, fire line loop.

Buildings:

The baseline design concept includes improvements associated with the following buildings:

- Chemical Storage Building (assessment of chemical storage and handling needs as it pertains to new building requirements)
- Collection system maintenance building rehabilitation
- Administration building and laboratory rehabilitation
- Plant control center building rehabilitation
- Maintenance building rehabilitation

9.1 Conceptual Design And Phasing For Phase 3 Improvements

Consultant will provide conceptual design development for plant conversions and upgrades for years 6 through 10 (Phase 3). Consultant will investigate and identify requirements for plant conversion. This plan includes retirement or abandonment of existing processes that will not be incorporated into the upgraded treatment plant. The conceptual design process will include the following areas:

- Define general design criteria for unit processes (based on flow and loading projections from City Draft 2015 Integrated Water Resources Master Plan)
- Treatment process interface requirements during Phase 3 Improvements
- Treatment train preliminary process modeling
- Treatment train preliminary hydraulic modeling
- Construction phasing
- Maintenance of plant operations requirements
- Process equipment alternatives for select unit processes (maximum of three equipment alternatives)
  - Solids thickening alternatives for primary sludge will include in-tank thickening in the PSTs versus Rotary Drum Thickeners. Thickening for secondary sludge will be via Gravity Belt Thickeners.
  - Solids dewatering alternatives to include scroll centrifuges and screw presses
  - Primary effluent screening
  - Anaerobic digestion mixing
  - FOG receiving
  - Primary flow equalization lift pumping and mixing
  - Diffused aeration and blower system
  - MBR equipment
  - Effluent pumping
- Utility service, power distribution and standby power needs for proposed Phase 3 improvements
- Demolition and restoration planning for abandoned facilities
- Regulatory reporting and approval requirements to support Phase 3 improvements
- Identification of general start-up and acceptance testing requirements

9.2 Construction Cost Estimates And Life-Cycle Cost Analysis

Prepare construction cost estimates (Class 3 Estimate per AACEI standards) for the draft Conceptual Design and Phasing Report. Life-cycle analyses shall be prepared based on a 20-year Life Cycle for new and upgraded facilities.

9.3 Conceptual Design Workshops

Individual planning workshops will be held with the City at key project milestones during the Conceptual Design and Phasing effort. These workshops will be attended by the Consultant's Project Manager, lead investigators from the team and other technical staff as required. The workshops will be held at the OWTP. The following workshops are planned:

1. Initial Workshop – Key issues will be identified and discussed. The intent of the workshop is to identify plant staff objectives and any ongoing concerns that must be documented for developing the plant upgrades and conversions.

2. Conceptual Design and Phasing Workshop – This Workshop will occur approximately half way during the concept development phase.

9.4 Conceptual Design And Phasing Report

Consultant will summarize the results, conclusions and recommendations resulting from these investigations in a Conceptual Design and Phasing Report. The analysis will include sequencing and phasing of the project upgrades and process conversions.

The results of this investigation will be included in a Draft Conceptual Design and Phasing Report. Following the Review Workshop, the Draft report will be updated and a Final Conceptual Design and Phasing Report will be submitted to the City.

➢ Deliverables:

- Draft Conceptual Design and Phasing Report
- Final Conceptual Design and Phasing Report

9.5 Preliminary Design Development

This task consists of preliminary design of projects identified in Conceptual Design and Phasing Report prepared under Task 9.4 above.

Consultant will prepare a 30% Preliminary Design to develop requirements for construction of the Phase 3 improvements including associated appurtenant facilities, modifications to existing facilities and demolition/retirement of existing processes and tankage.

The 30% Preliminary Design Report will be submitted and presented to the City for review and discussion at a workshop that will be facilitated by Consultant. Consultant will incorporate the comments of the City, as deemed appropriate, and resubmit for approval prior to initiating Final Design of the Phase 3 improvements.

The Preliminary Design Report will contain where appropriate the following minimum information.

- **Introduction**

- **Process Description Overview** - Describing in general terms the major components and basic operations of the process areas associated with the Phase 3 improvements

- **Process And Equipment Sizing** - Describing in detail the preliminary sizing and number of facility improvement components including structures, piping, mechanical, electrical and support equipment, including listing the manufacturers and model numbers of the equipment, and including manufacturer cut sheets and performance curves for all major pieces of equipment.

- **Hydraulic Profile** – Provide a preliminary hydraulic profile for the liquid treatment train identified in the Conceptual Design Report.

- **Site Plan** – Provide a preliminary site plan showing proposed modifications to unit processes, demolition areas, new buildings, existing and modified roadways/paved areas and major process piping alignments.

- **Process Control Descriptions** - Describing in appropriate detail where appropriate the control procedure to be employed for each unit process, including how equipment will be operated and controlled, where and how status and alarm conditions will be annunciated. Provide a process and instrumentation schematic for the areas covered in the Conceptual Design Report,

- **Electrical Distribution** – Provide a general description of utility service distribution network within the plant including primary power feeds and transformers. Identify SCE coordination requirements needed for primary power service upgrades/improvements. Provide preliminary sizing and layout of standby power generating facilities. Develop preliminary one-line electrical diagram(s).

- **SCADA System General Descriptions** – Provide a general description of the SCADA system architecture, network communication protocols, preliminary list and content of graphic screens, preliminary list of PLCs/field devices, general description of data storage requirements and report generation.

- **Special Construction Requirements And Constraints** - Describing in detail special construction requirements and constraints required to minimize the impacts of construction on continuous and safe operation of existing facilities.

- **Process Layout** - Providing a preliminary layout of all processes and equipment for the area covered in the Conceptual Design Report including existing facilities and structures to be relocated, modified, and/or connected. Also including process and support equipment, to be incorporated into the design.

- **Construction Packaging** - This analysis will determine sequencing and packaging of the Phase 3 elements into specific final design and construction packages.

- **Regulatory Compliance** – Prepare preliminary regulatory compliance plan outlining the approach to satisfying permitting and other regulatory compliance requirements associated with the design, construction and start-up of the Phase 3 improvements. Preparation of permit applications is not included under this task.

9.6 Update Of Construction Cost Estimates

Revise construction cost estimates prepared in Task 9 to reflect the results of the Preliminary Design effort. Estimates will be an update of the Class 3 Estimate per AACEI standards.

9.7 30% Preliminary Design Report

Consultant will undertake and complete all preliminary design tasks as identified herein and summarize the results, conclusions and recommendations resulting from these investigations and a recommendation for construction phasing in a 30% Preliminary Design Report. The report will also provide recommendations regarding the areas to be packaged for individual construction bid requests to be issued by the City. The 30% Preliminary Design Report will form the basis of Final Design of Phase 3 improvements.

9.8 Preliminary Design Workshops

Individual Preliminary Design workshops will be held with the City at key project milestones during the Preliminary Design phase. These workshops will be attended by the Consultant's Project Manager, lead designers from the team and other technical staff as required. Each Workshop is anticipated to be approximately one half day in duration. The workshops will be held at the OWTP. The following workshops are anticipated:

1. Initial Workshop – Key issues will be identified and discussed. The intent of the workshop is to identify plant staff objectives and any ongoing concerns that must be documented for the preliminary and final design efforts.

2. Intermediate Workshop – This Workshop will occur approximately half way during the preliminary design phase. Consultant will update the project team on the progress of the preliminary design effort. The direction of the analyses will be confirmed or re-established ahead of the preparation of the Draft 30% Preliminary Design Report.

3. Draft Preliminary Design Report Review Workshop – Two weeks after delivery of the 30% Preliminary Design Report, the Consultant will lead the Preliminary Design Report Review Workshop. The recommended final design packages, final design budget requirements, schedule, and opinions of probable improvement project cost will also be reviewed. Subsequent to the Workshop, Consultant will prepare a Final 30% Preliminary Design Report for approval by the City prior to initiating the Final Design of Phase 3 improvements.

- Deliverables:
  - Final 30% Preliminary Design Report

10.0 PILOT STUDY COORDINATION (NOT AUTHORIZED)

This task includes coordination of a small scale pilot study to test the viability of the Membrane Bioreactor Process for the Oxnard Wastewater Treatment Plant (OWTP). The design parameters developed from this study will be used in determining pretreatment requirements, aeration system capacity, membrane configuration and disinfection requirements.

10.1 Alternatives Analysis – Membrane Options

Several alternative membrane systems are available – hollow fiber, flat sheet and hybrid designs. Each of these systems has a different configuration and requires different hydraulics. An evaluation of alternatives will screen these options for further consideration in the pilot study. This will include site visits to California treatment plants employing the various technologies. Based on these investigations, a summary report of recommendations for pilot study options will be prepared. It is intended that a maximum of two different technologies will proceed to pilot study, if their configurations are compatible with the existing tanks.

- Deliverables:
  - Memorandum – Membrane Options

10.2 Pilot Study Development

A pilot study protocol will be developed to establish the operating parameters, staging, feed requirements, and testing procedures. The protocol will be reviewed in a pilot study workshop, to get concurrence on siting, use of plant facilities, utility requirements, provision for and return of plant flows, and plant staff involvement. A maximum of two different pilot units, concurrently, will be studied for up to 6 weeks.

- Deliverables:
  - Pilot Study Plan and Protocols

10.3 Vendor Selection

Consultant will prepare a Request for Proposals for the City to issue to prospective membrane suppliers. The RFP will define City responsibilities, Vendor responsibilities and services, site constraints for installation of the pilot units, size of pilot plant, City services and availability of plant utilities for connection and use by Vendor, and full monitoring, sampling and reporting requirements for the vendor.

Suppliers who have available pilot units, which can be staged at the plant for a minimum of two months, will be considered.

The City will contract with the vendors directly. The procurement contract will include waivers of liability for the City, its plant staff and security. Terms will be reviewed with the City before authorization.

10.4 Construction and Field Oversight

Consultant will provide oversight of the pilot study. Staff will meet with the vendor(s), identify the timing and protocols and coordinate with plant staff.

Schedule will be coordinated for least interference on plant operations. A memorandum of the completed installation and work plan will be prepared for review before any pilot work begins.

Consultant will oversee vendor's demobilization and cleanup efforts to restore conditions of the site.

10.5 Testing and Data Analysis

Consultant shall coordinate monitoring and sampling. Each pilot unit will be monitored for multiple parameters daily, including operating parameters (MLSS, oxygen, recirculation rates, wasting rates), and performance parameters (Influent BOD and COD, Effluent BOD and COD, influent and effluent Ammonia, waste sludge production, permeability and trans-membrane pressure). The sampling and testing program will be provided by the vendors, as approved by City staff.

10.6 Progress Meetings

Progress meetings will be held periodically with membrane vendors, City staff and Consultant staff. An initial kickoff meeting will be held to discuss protocols, use of the site and utilities, coordination of operations and sampling, performance requirements and other logistics. Meetings are planned at three times during the pilot study field work, attended by key staff.

- Deliverables:
  - Meeting Minutes

10.7 Pilot Study Report

Following the field work, results of operation and sampling will be compiled in a pilot study report by the vendor. The consultant will review the report, which will include design parameters and recommendations of membrane bioreactor configuration. Preliminary selection of membrane media (hollow fiber, flat sheet or hybrid) will be recommended, in conjunction with wastewater division staff.

- Deliverables:
  - Draft Report – MBR Pilot Study
  - Final Report – MBR Pilot Study

11.0 FINAL DESIGN OF PLANT CONVERSIONS AND UPGRADES OF PHASE 3 IMPROVEMENTS (NOT AUTHORIZED)

This task includes detailed design of process conversion and process upgrades for projects that will be implemented in Phase 3. The detailed design tasks are outlined in this section.

11.1 Design Meetings

For each Package, Consultant has included two (2) design meetings as part of the scope of services. The Workshops are included at the following Milestones:

- 60% Design Submittal
- 90% Design Submittal

Further coordination of design efforts will be done during the regular monthly meetings.

Consultant will prepare and distribute meeting agendas two days prior to scheduled meetings and also record and distribute meeting minutes to all attendees no later than five days following the meeting. The meeting minutes will document the discussions and decisions made.

- Deliverables:
  - Meeting Agendas
  - Meeting Minutes

11.2 Bid Documents (Plans And Specifications)

Following completion of the PDR documents, Consultant will proceed with detailed design preparation as follows:

Submittal	Drawings	Specifications	Opinion of Cost	No. of Copies
60%	Plans, Sections, and Most Details for all disciplines	Draft	Updated	PDF, Word, and 10 hard copies
90%	All	Final Draft	Updated	PDF, Word, and 10 hard copies
FINAL	Bid ready	Bid Ready	Final	PDF and Word 1 Bound 1 Unbound for reproduction

Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17").

Consultant shall prepare Technical Specifications based on the City's standard format, and shall reference the Standard Specifications for Public Works Construction (SSPWC) and any other applicable standards with supplements.

➢ Deliverables:

- 60% Progress Package as defined above.
- 90% Progress Package as defined above.
- Final Bid Ready Package as defined above.

11.3 Engineer's Opinion Of Probable Construction Cost

Prepare opinion of probable construction costs (Class 2 estimate per AAECI) at the 60 percent and FINAL completion stages.

➢ Deliverables:

- 60% Construction Cost Opinion.
- 90% Construction Cost Opinion.
- Final Construction Cost Opinion.

11.4 Constructability Review

At the 90% design completion stage, Consultant will perform a constructability, startup, and commissioning review including the following:

- Review of Agreement, General Conditions and General Requirements for inclusion of additional contract requirements for procedural issues and responsibilities for submittals, schedule, payment and change order procedures, quality control, protection of the environment, safety, and project closeout.
- Review of construction sequencing.
- Plan startup and commissioning activities.
- Specified quality control and testing requirements and responsibilities of the Contractor.
- Consideration of special limitations imposed by the site.
- Specifications that adequately relate to the plans and are not unnecessarily restrictive.
- Potential physical conflicts on the plans and conflicts between specifications and the plans.

- Deliverables:
  - Prepare one redlined set of plans, specifications, and schedule summary with comments.
  - Prepare Summary of Findings Report, including Startup and Commissioning Plan.

11.5 Coordination With City Plan Check Department

The Consultant will submit the 90% contract documents to the City Plan Check department for review, answer comments, and revise documents as applicable. Consultant will prepare a memorandum summarizing the Plan Check comments and provide applicable revisions for each comment. Consultant will resubmit documents to City Plan Check if required. Consultant assumes a maximum of two submissions to City Plan Check will be required.

12.0 BID PHASE ASSISTANCE (AUTHORIZED)

Procurement Services include support for several bid packages. The Procurement assistance will be carried for Phases 1 and 2 as identified in CIP including:

Phase 1 – Emergency Repairs projects to be implemented in Phase 1 (4 bid packages).
Phase 2 – Reliability Improvements projects to be implemented in Phase 2 (3 bid packages).
Phase 3 – Plant Conversion and upgrade projects implemented in Phase 3 (up to 3 bid packages) **(NOT AUTHORIZED)**

12.1 Attend Pre-Bid Conference

Consultant will assist the City in holding pre-bid conferences and jobsite tours. Consultant will issue meeting summaries including items discussed at the pre-bid conference. Up to 2 consultant representatives will be in attendance.

12.2 Respond To Bidders And Prepare Addenda

Consultant will assist the City with responding to bidder's questions and distribute addenda to the construction package. Addenda, if any, will be issued no later than five working days prior to the scheduled bid opening. Consultant will compile technical responses and addenda. Consultant's fee anticipates up to two (2) addenda per construction package, if required.

12.3 Attend Bid Openings And Review Bids

Consultant (up to 2 representatives) will attend one bid opening for each construction package at the City and review the bids (received by the City) to identify responsive and responsible bidders. Consultant will assist the City in evaluating bids and contacting references for the low bidder as well as review and tabulate bid results.

12.4 Prepare Conformed Plans And Specifications

Consultant will incorporate addenda items into a conformed set of drawings and specifications for each construction package, which will be the construction documents for the Contractor. Provide one electronic copy of the conformed documents to the City.

13.0 ENGINEERING SERVICES DURING CONSTRUCTION (AUTHORIZED)

Post design services will be carried out for the Phases 1 and 2 as identified in CIP including:

Phase 1 – Emergency Repairs projects to be implemented in Phase 1
Phase 2 – Reliability Improvements projects to be implemented in Phase 2
Phase 3 – Plant Conversion and upgrade projects implemented in Phase 3 **(NOT AUTHORIZED)**

The following construction packages, magnitude of cost and durations were assumed for the scope and level of effort for Amendment 2.

Project	Estimated Capital Cost	Anticipated Construction Duration, months
1	$810,000	6
2	$2,670,000	12
3	$1,000,000	6
4	$15,010,000	18
5	$405,000	6
6	$23,213,499	18
7	$4,946,500	12

The schedule summarizes the construction sequences and durations assumed for this proposal. The City of Oxnard will implement a centralized document and change management system for the Program. Accordingly, all submittals and deliverables indicated herein shall be transmitted electronically (e.g., Adobe Acrobat), unless otherwise indicated.

13.1 Conferences And Meetings

13.1.1 Preconstruction Conferences

Up to 2 of the Consultant's design engineers shall attend and support pre-construction conferences for each construction package with the Field Representative, the City, involved agencies, utilities, and the Contractor's team as they prepare to mobilize for the project.

13.1.2 Weekly Progress Meetings as Needed

Consultant design engineers and other pertinent staff will attend weekly progress meetings on-site by conference call for each construction package with the Contractor, Construction Manager, permit agencies (if applicable) when/as needed. For planning and fee estimating purposes Consultant estimated attending up to 123 weekly progress meetings.

13.2 Change Orders

Consultant will support Construction Manager in preparing and investigating proposed change orders submitted by the Contractor or requested by the City and/or its consultants. For planning and fee estimating purposes Consultant estimated a total of 15 change orders.

13.3 Request For Information (RFIs)

Review, coordinate with the Construction Manager, and respond to Contractor's Requests for Information (RFIs). When appropriate, recommendations, suggestions and alternatives shall be provided to the Contractor and/or the City. Provide clarifications in the form of responses and details as necessary. For planning and fee estimating purposes Consultant estimated a total of 323 RFI's.

13.4 Engineer's Clarifications

Consultant will provide design clarifications and details as necessary to respond to field conditions. Clarifications may include design drawing revisions, additional details or alternative equipment evaluations to resolve field conditions. For planning and fee estimating purposes Consultant estimated a total of 102 clarifications.

13.5 Submittals

Consultant will review Contractor submittals. After completion of the review, Consultant will return submittal to the field representative and distribution to the Contractor and City. For planning and fee estimating purposes Consultant estimated a total of 245 submittals.

13.6 Technical Support During Contractors Startup / Testing

Consultant will review and comment on detailed testing and startup plans prepared by the Contractor. Consultant will review startup and test reports provided by the contractor.

13.7 Punch List

Consultant will work with the City and Construction Manager (CM) on the final punch list. Punch lists will be developed by the CM for each segment of work after the Contractor attains substantial completion. Consultant will conduct a final project review for each construction package with the City and submit a recommendation for project acceptance.

13.8 As-Built Drawings

Contractor will maintain a set of as-built drawings for each construction package during construction. Consultant will review the contractor's as-built drawings monthly to verify that changes are being documented. Consultant will collect as-built drawings from the contractor at project completion and complete final set of as-built drawings.

13.9 Materials Testing Services and Specialty Inspections

Contractors will coordinate special inspection and testing. Consultant will monitor the contractor's compliance with the specified tests and frequency. Consultant will review the results of all materials testing inspections and will make recommendations for acceptance of work or notify the Contractor of deficiencies.

14.0 POST DESIGN SERVICES (NOT AUTHORIZED)

15.0 STARTUP, COMMISSIONING AND TRAINING SERVICES (AUTHORIZED)

Phase 1 – Emergency Repairs projects to be implemented in Phase 1
Phase 2 – Reliability Improvements projects to be implemented in Phase 2 **(NOT AUTHORIZED)**
Phase 3 – Plant Conversion and upgrade projects implemented in Phase 3 **(NOT AUTHORIZED)**

15.1 Review Operations And Maintenance Manuals Provided By Contractors

The Consultant will review operations and maintenance (O&M) manuals for the new facilities and new equipment, as provided by the Contractor

15.2 Startup Services

Consultant will review the Contractor's testing results prior to the startup and commissioning of the improvements by City Staff.

15.3 Coordinate Manufacturer Training

Consultant will review training program of manufacturers and systems integrators. Review and coordination will include training schedule, classroom and hands-on training program, and coordination with operations.

16.0 POST CONSTRUCTION SERVICES (AUTHORIZED)

Post-construction services will be carried out for the Phase 1 projects only as follows:

Phase 1 – Emergency Repairs projects to be implemented in Phase 1
Phase 2 – Reliability Improvements projects to be implemented in Phase 2 **(NOT AUTHORIZED)**
Phase 3 – Plant Conversion and upgrade projects implemented in Phase 3 **(NOT AUTHORIZED)**

16.1 Final Project Review

Conduct final project review for each construction package with the City and submit a recommendation for project acceptance.

16.2 Final Report

Prepare final report of testing records for each construction package and submit to City.

16.3 Final Submittal Package

Compile a final submittal package (field records) for each construction package and submit to City.

WATER PROJECTS
SCOPE OF SERVICES
EXHIBIT A

The scope will be performed in two or more phases. Phase 1 includes the tasks needed immediately including technical support of the Water Division operations, maintenance and administration. In addition, Phase I includes support in addressing key operational upgrades that present increased risk or impede efficient operation. Phase 1 will further refine the scope and priorities for future phases. Future phases shall be authorized through amendment(s).

Task 0 – Program Management Phase 1 $173,772
(Estimated future authorization(s) $132,028)

Consultant's Project Manager will provide the following functions, in accordance with this scope of services:

Subtask 0.1 Prepare Project Charter

Includes facilitation of a half-day partnering workshop; attendees will include all stakeholders, including operations, management and engineering staff.

- Deliverables: Results from the workshop will be documented in a Project Charter and distributed to the team.

Subtask 0.2 Prepare Project Plan

The Project Work Plan will define how the water operations support will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, goals and an anticipated project schedule. Effort includes a staff survey to develop a list of needs and prioritize actions.

- Deliverables: Project Work Plan

Subtask 0.3 Prepare Monthly Progress Reports and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly reports (24 total). Phase 1 is for 12 months and Phase 2 is for 12 months.

Subtask 0.4 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants, will be conducted by Consultant's Project Manager.

Provide senior technical review and implement quality assurance and quality control (QA/QC) measures throughout the project. QA/QC procedures ensure all work products provided to the City follow strict adherence to industry design standards.

Phase 1 is for 12 months and Phase 2 is for 12 months.

Task 1 - Plant Operations Coordination Phase 1 $170,996 (Estimated Future authorization(s) $170,996)

Consultant will provide support to the Water Operations staff, by providing the following tasks.

Subtask 1.1 Project/Agency Meetings

Provide support as directed by City staff for the following meetings. For each meeting attended by Consultant, with City staff, provide a summary of discussion items and actions, log electronically in City files and distribute to internal City management. The total of meetings will not exceed one 2-hour meeting per week.

1. United Water Conservation District coordination related to Oxnard Hueneme pipeline.
2. Calleguas Municipal Water District coordination related to imported water.
3. Fox Canyon Groundwater Management Agency coordination related to groundwater.
4. Watershed Coalition of Ventura County.
5. Bi-weekly meetings with Master Plan consultant.
6. Miscellaneous meetings with other agencies, developers, customers, City staff and/or others as directed by the City Project Manager.

- Deliverables: Meeting notes will be delivered in PDF format and saved in an electronic folder, as defined in the Project Work Plan. Hard copies will be maintained in a **Project/Agency Meetings** Binder, tabulated by organization/agency, and maintained at the Water Campus.

Subtask 1.2 Management Meetings

Attend the following meetings associated with management of the Water Division, including oversight of staff, operations and coordination with City management. For each meeting, provide a summary of discussion items and actions, log electronically in City files and distribute to internal City management. The total of meetings will not exceed one 2-hour meeting per week.

1. Bi-weekly Chief Distribution and Chief Operations coordination meetings.

2. Bi-Weekly Senior/Supervisor meetings
3. Weekly meetings with Utilities Director

- Deliverables: Meeting notes will be delivered in PDF format and saved in an electronic folder, as defined in the Project Work Plan. Hard copies will be maintained in a **Management Meetings** binder, tabulated by meeting type noted above, and maintained at the Water Campus.

Subtask 1.3 Operations Support

Consultant will provide support to Water Division staff as defined in the categories below for a monthly average not to exceed 12 hours per week based on a Monday through Friday work week (assumed 52 weeks Phase 1 and 52 weeks Phase 2). The noted 12 hours may include effort from multiple supporting staff as required by the specific task. These services include supporting City staff with the following tasks:

Task	Scope	Time Limit
1	Division Goals - Participate in the development, implementation and maintenance of the water department/division goals, objectives, policies and procedures; work with City staff to help ensure that department/division goals are achieved.	3 mo.
2	Project Development - Assist in the planning, coordination and review of the work plan for assigned projects and responsibilities which may include establishing maintenance schedule, filing necessary reports and maintenance of records; make recommendations as applicable; provide support in the administrative and technical direction given to operational staff.	6 mo.
3	Budget Development - Participate in the development of the Water Division budget; participate in the forecast of necessary funds for staffing, materials and supplies; discuss and assist with the resolution of budget issues with appropriate staff; assist with adjustment implementations as needed.	Monthly Audit, End FY
4	Program Development - In concert with City staff, propose, present and support the justification of divisional programs, projects, operations and services; support City staff in developing a strategy and work plan for the successful achievement of department/division and project goals.	Set up SOP within 9 mo.
5	Division Coordination - Serve as resource for the Water Division, coordinate divisional activates with other divisions, departments and organizations; provide information and resources to City officials, departments and other organizations as appropriate.	6 mo.

6	Technical Assistance - Provide staff assistance and technical support to the Water Division and other departments/divisions; conduct financial, organizational and operational service delivery studies, in concert with City staff. Assist in the preparation and presentation of staff reports and other necessary documents or correspondence to appropriate boards, groups and/or committees.	Ongoing
7	Operations Support - Provide management support for activities, operations and services of the City Water Division. Help assure that all applicable laws and regulations are met. Review, analyze, comment and make recommendations on facility operations and operational change. Document Standard Operating Procedures, based on input from Operations staff.	Ongoing
8	Community Involvement - Attend and participate in organizational and community meetings; stay current on issues relative to the field of water treatment and distribution. Assist City staff in the resolution of community and organizational inquiries and complaints.	As needed, min. 1/mo.

- Deliverables: Efforts associated with these tasks will be recorded in a **Management and Support Binder**, tabulated on the eight major tasks above. The binder will be maintained at the City Water Campus. Electronic files will be stored in accordance with the Project Work Plan.

Upon City's 10 day notice to Consultant of the hiring of a Water Division Manager, Subtask 1.3 will be phased out over an appropriate time frame determined by the City.

Task 2 - Water Resources Management Phase 1 $109,318 (Estimated Future authorization(s) $305,388)

Subtask 2.1 Water Conservation Program Support

Consultant will provide support related to water conservation efforts as described in this scope. Phase 1 includes approximately 390 hours to support the following functions; Phase 2 includes approximately 390 hours to continue supporting the following functions (excludes Item 1):

1. Review the 2010 Water Conservation Plan and prepare a Technical Memorandum with the following sections:
   - Review progress to date
   - Set up action plan assigning City resources
2. Attend meetings with City staff related to Water Conservation, assumed bi-weekly (26 total).
3. Provide oversight and management of Water Conservation grant pursuits and implementation.

4. Review existing reports related to Water Conservation and provide recommendations for additional efforts.

5. Provide monthly updates on Water Conservation opportunities (i.e. grants, programs, industry updates).

6. Provide support in developing CIP related to Water Conservation.

7. Attend functions related to Water Conservation, representing the City Water Division. Provide written documentation of findings and recommended actions.

➢ Deliverables: Efforts associated with these tasks will be recorded in a **Water Conservation** Binder, tabulated on the six major tasks above. The binder will be maintained at the Water Campus. Electronic files will be stored in accordance with the Project Work Plan.

Subtask 2.2 Water Supply Management

Consultant will review existing data and file keeping for water supply resources and use, and develop a technical memorandum with the following:

1. Water Supply Background – Report search for documents associated with Oxnard water supply, including reports related to source descriptions, analysis, and background related to groundwater. Collect source documents and store electronically with City. Provide reference to file storage. Report will include reference to documents and brief description of said documents.

2. Water Supply Ongoing Activities - Overview of activities related to water supply management, including meetings required with groundwater management agencies, user groups and other; data collection; reporting requirements and analysis. Provide schedule and actions associated with activities.

3. Scenario Analysis - Develop and analyze scenarios, up to five, related to changing water supply, including reductions in groundwater and development of alternative water supplies (i.e. Indirect Potable Reuse or seawater desalination). A cost loaded Excel spreadsheet tool will be developed for analysis. Provide summary of results of various scenarios and related actions to each. This task includes a meeting with City staff to develop scenarios and desired functions for spreadsheet tool.

4. Recommendations - Provide recommendations for process related to ongoing activities, including staff time, key staff to include, tracking discussions/actions and include a description for each action related to the need/interest for City participation in these actions.

Services related to ongoing activities, including record keeping of activities and log of actions, will be by City staff

➢ Deliverables: Excel spreadsheet tool, used for scenario analysis, will be provided. PDF Technical Memorandum will be delivered to the City for review and comment; a final version will be created and delivered in PDF format. The PDF will be stored electronically with the City in accordance with the Work Plan. A hard copy will be provided in a binder labeled Water Supply Management, and maintained in accordance with the recommendations provided in the Technical Memorandum. The binder will be stored at the City Water Campus.

CONSULTANT WILL UNDERTAKE THE FOLLOWING AS PART OF FUTURE PHASE(S) OF TASK 2:

Subtask 2.3 Water Quality Management

Consultant will review existing data and file keeping related to City water quality. Develop a technical memorandum with the following:

1. Water Quality Background – Report search for documents associated with Oxnard water quality, including reports related to source water quality, analysis, and background related to groundwater. Collect source documents and store electronically with City. Provide reference to file storage. Report will include reference to documents and brief description of said documents.
2. Record Keeping – Summarize current record keeping and analysis related to water quality. Include discussion of required items per California Department of Public Health, such as distribution sampling and updating of Public Health Goals.
3. Target Blending Strategy for Current Goals – Overview of current water quality goals for distribution water. Comparison to surrounding agencies and California Department of Public Health primary and secondary limits. Discussion of historical water quality and water quality goals.
4. Scenario Analysis - Develop and analyze scenarios, up to five, related to varying water quality, including impacts on available and future water supplies. A cost loaded Excel spreadsheet tool will be developed for analysis. Each scenario will provide a cost impact for a one year period. Description of issues and benefits for each will be provided. This task includes a meeting with City staff to develop scenarios and desired functions for spreadsheet tool.
5. System Modifications – Provide an analysis of options for improving water quality, related to chemical addition (i.e. fluoride not needed), flushing, and instrumentation/ monitoring/sampling.
6. Recommendations - Provide recommendations for changes to water quality, record keeping, sampling operations, system operation, monitoring and potential phasing of changes. Costs and staff time associated with each recommendation will be considered.

Services related to ongoing activities, including record keeping of activities and log of actions, will be by City staff.

- Deliverables: Excel spreadsheet tool, used for scenario analysis, will be provided. PDF Technical Memorandum will be delivered to the City for review and comment; a final version will be created and delivered in PDF format. The PDF will be stored electronically with the City in accordance with the Work Plan. A hard copy will be provided in a binder labeled Water Quality Management, and maintained in accordance with the recommendations provided in the Technical Memorandum. The binder will be stored at the City Water Campus.

Subtask 2.4 Update Water Conservation Plan

Develop an update to the 2010 Water Conservation Plan. Sections will include the following:

1. Introduction and Approach
2. Oxnard Market Analysis
3. Market Opportunities
4. The Stakeholder Process and Potential Program Concepts
5. Conservation Programs and Implementation Plan

Effort includes five (5) meetings with City staff.

Deliverables: Prepare a draft for review by the City. Attend a draft review meeting to review comments by City staff. Provide updates to the draft and deliver a final PDF and 10 hard copies of the final report.

Subtask 2.5 Update Public Health Goals

Pursuant to the California Health and Safety Code, Section 116470, the City of Oxnard is required to prepare a Drinking Water Public Health Goals Report every three years. The last report was prepared in 2013, which mandates that a new report be provided in 2016, with the effort to start in 2015.

Consultant will review the 2013 Public Health Goals Report and update based on information collected from the City and the requirements of the Department of Public Health and California Health and Safety Code, Section 116470(b). The report will include the following sections:

1. Executive Summary
2. Introduction
3. City of Oxnard Water Sources
4. Comparison of Notification Levels (formerly Action Levels), Maximum Contaminant Level Goal, Public Health Goals, and Maximum Contaminant Levels to Detected Levels of Constituents
5. Updates on health effects information and treatment technology improvements since 2010
6. Updated Treatment Options and Costs
7. Recommendations for Further Action

Three (3) meetings are included as part of the scope of services.

- Deliverables: Five (5) copies of the Draft Report will be submitted for the City's review. A meeting/ workshop will be held to obtain input from the City and receive comments on the draft Report. Following receipt of the City's comments on the draft document, advance the draft Report and provide five (5) copies of the Pre-Final Report for City to review integration of comments and confirm for final printing. Following receipt of the City's comments on the pre-final document, produce twenty-five (25) copies of the final report and distribute as directed by the City.

Subtask 2.6 Update Landscape Standards and Landscape Audits

Review existing potable water landscape standards, to be provided in CAD format, and previous efforts related to updating. Provide support in updating and finalizing the potable water landscape standards.

Provide up to 150 hours of onsite staff support for completion of irrigation site audit(s) for large irrigation customers.

- Deliverables: Updated potable water landscape standards and audit report(s).

Task 3 – Permitting Phase 1 $36,588
(Estimated future authorization(s) $88,399)

Task 3.1 Regulatory Status Assessment

Conduct a regulatory status assessment to establish the current status and regulatory position for each permit and environmental agreement associated with Water Division operations and the California Department of Public Health and Ventura County Department of Public Health. Identify permitting deficiencies & develop a strategy and implementation plan to expeditiously address deficiencies.

- Deliverables: Provide a technical memorandum summarizing the permits, ongoing actions/updates, upcoming permits, City staff position assigned, required consultant tasks and budget/hours required annually by City/consultant staff for required efforts. Technical memorandum includes a draft, draft review meeting and final version.

CONSULTANT WILL UNDERTAKE THE FOLLOWING AS PART OF FUTURE PHASE(S) OF TASK 3:

Task 3.2 Regulatory Meetings

Participate in meetings and communications with regulatory agencies (3 meetings/10 hrs for transportation, attendance and meeting notes)

- Deliverables: Meeting notes for three (3) regulatory meetings.

Task 3.3 Environmental Management System

Assist the City in the development of an Environmental Management System (EMS). In cooperation with City staff, develop a comprehensive management tool to track, budget and implement periodic tests, manage data, establish calculation methods, assess external resources, manage compliance reports and permit renewals. In concert with City staff, update, augment and/or develop regulatory oversight procedures. Regulatory monitoring and administrative procedures will be tied into EMS.

- Deliverables: Environmental Management System tool.

Task 4 – Plant Optimization Phase 1 $526,896
(Estimated future authorization(s) $1,042,600)

The following tasks are related to plant and system optimization, development of maintenance and capital improvement projects, updating the computerized maintenance management system and development of technical memorandums and reports related to immediate improvement/ replacement needs.

Subtask 4.1 Blending Station No. 1 Optimization Study

Assess existing facility and develop Technical Memorandum covering the following areas:

1. Background – Provide an overview of facility and current operation.

2. Current deficiencies – Following site investigation, review of previous studies, and interviews with staff, develop a list of deficiencies/improvements, including cost, impact of not addressing or benefit of improving.

3. Hydraulic Analysis (Water and Brine) – Analyze hydraulic constraints at discharge point for both blended water and brine discharge. Develop concepts for required improvements or facility modifications. This may include use of Blending Station No. 6, increasing distribution piping, brine line or expansion of brine discharge to two separate trunk sewers (i.e. Central and Rose).

4. Expansion Drivers – Provide a discussion on potential drivers for expansion, including increase in water demand, available water credits, increased use of groundwater, or less expensive source of water.

5. Expansion Requirements – Provide a summary of major elements required for expansion, including wells, Reverse Osmosis (RO) system, brine discharge, Blending Station No. 6, booster pumps, chemical systems, electrical, cartridge filter and other key components. A summary of required studies and implementation schedule will be provided.

6. Cost Analysis and Schedule – Provide a conceptual cost estimate and return on investment for expansion, including development of cost of water of Desalter blended water versus imported water. Provide present day value analysis of using imported water versus expanded desalter water. Include a schedule for implementation and a 10 year CIP.

7. Recommendations and Alternatives for future Consideration

- Deliverables: Provide a draft in PDF format. Following review with City staff, develop and submit a final PDF.

Subtask 4.2 Blending Station No. 7

Prepare a Technical Memorandum describing the potential use of a Blending Station No. 7, including water supply infrastructure, hydraulic impacts, avoided infrastructure improvements associated with the new project, expected demand, cost, and schedule. The Technical Memorandum will include schematics and conceptual siting/layout.

- Deliverables: Provide a draft in PDF format. Following review with City staff, develop and submit a final PDF.

Subtask 4.3 Automated Meter Reading (AMR) Device Replacement

The existing system is reaching the end of its useful life and has experienced multiple failures. Prepare a Technical Memorandum with the following sections/tasks:

- Background – Overview of existing system. Status of current condition.
- Alternatives Analysis – Summarize options, including cost and benefit of each. Facilitate presentations by vendors with City staff. Provide technical support in comparing alternatives and addressing Operator concerns. Review latest technology advances and review of cost changes. Review technology add-ins for phased implementation if deemed financially beneficial.
- Recommendation – Include recommendation, implementation steps, quantify labor savings associated with implementing replacement. Project Return of Investment (ROI) for AMR replacement program.
- Procurement Support – Provide support in developing a Request for Proposal (RFP) for replacement of existing meters and integration.

These efforts identified above are included in Phase 1.

For Phase 2, Consultant will oversee implementation of the AMR Replacement program following approval of Technical Memorandum. Efforts assumed to include 300 hours of staff time. Consultant will coordinate efforts with Master Plan consultant.

- Deliverables: Report will include a draft and final. Consultant will provide three meetings, including kick-off, alternatives analysis and draft review.

Subtask 4.4 Bypass Pipe Survey

Review previous efforts related to survey of existing 3-inch and greater meters/bypass. Develop standard checking procedures, schedule, documentation protocol, labor requirements associated with efforts and estimate savings of program. Prioritize by customer water use. Project ROI for program implementation.

- Deliverables: Letter documenting task, results, actions and savings.

Subtask 4.5 Spare Parts/Maintenance

Assess current critical spare parts inventory only with long lead time and can lead to a significant system failure causing a permit violation, health and safety impact, etc. Assess current maintenance practices. Develop prioritized list of spare parts and associated costs. Recommend procurement method and implementation schedule. Identify opportunities for utilizing existing City resources for maintenance needs. Provide inventory/maintenance practices and procedures.

- Deliverables: Technical Memorandum documenting task, results, actions and savings.

Subtask 4.6 Emergency Project Implementation

The City of Oxnard has identified multiple systems, nearing or at failure, which require immediate attention. In support of optimizing the City's water system, Consultant will provide technical support in development of corrective actions. Consultant will provide development of procurement documents, bid support and construction phase support. Since emergency type projects may not be fully defined, approximately 2,280 hours are provided for projects as need arise; Phase 1 includes 1,140 hours and Phase 2 includes 1,140 hours. Scope and fee for each project will be confirmed prior to Notice to Proceed. These may include immediate projects such as:

- HVAC at North Electrical Room – heat issues at this facility are causing significant risk for failure of key electrical equipment for water supply wells (No. 20, 22, and 23).
- Automated Meter at Springville Reservoir – this valve and flow-meter are at the end of their useful life and present risk in the event of a failure of the Oxnard Conduit.
- Blending Station No. 2 – This station is required to be operational during shutdowns. Currently, the station can only be operated in manual mode.
- Cathodic Protection – City staff have indicated that 3 of 10 cathodic protection units along the Del Norte and Industrial Lateral are not operational.
- Replace Grass Pavers – replace grass pavers at Water Campus with asphalt.
- Continuous Analyzer at Blending Station No. 4

- Deliverables: Technical Memorandum (Draft/Final) and Design documents (30, 60, 90, Final).

CONSULTANT WILL UNDERTAKE THE FOLLOWING AS PART OF FUTURE PHASE(S) OF TASK 4:

Subtask 4.7 Channel Islands Beach Community Service District Negotiation Support

The City of Oxnard maintains five emergency turnouts for supplying emergency water to the Channel Islands Beach Community Services District (CIBCSD). The meters are currently read monthly, however, there is no agreement in place for billing. Consultant will prepare a Technical Memorandum describing the proposed agreement key points, and attend meetings supporting development of the agreement (3 assumed).

- Deliverables: Provide a draft in PDF format. Following review with City staff, develop and submit a final PDF.

Subtask 4.8 Oxnard-Hueneme Pipeline Contract Negotiation Support

The contact with United Water Conservation District (UWCD) for use of the Oxnard-Hueneme (O-H) Pipeline expires in 2016 and a notice to UWCD for renegotiation must be issued over a 12 month period starting in July 2014. Consultant will prepare a Technical Memorandum describing the current contract, current use, original intended purpose and outline potential for future use of the pipeline.

Provide ongoing support related to renegotiation of contract. Assumed to include up to 10 meetings (2 hrs per meeting for attendance and an additional 2 hrs/meeting for analysis/support effort).

- Deliverables: Provide a draft Technical Memorandum in PDF format. Following review with City staff, develop and submit a final PDF.

Subtask 4.9 Emergency Water Supply Connections

The City of Oxnard owns several small emergency connections with the CIBCSD, and had previously developed plans for an emergency interconnection with the City of Ventura, which has not been implemented. Consultant will prepare a Technical Memorandum covering the following sections:

1. Background – Define the need for emergency connections and identify points of vulnerability such as the failure of the Oxnard Conduit which supplies imported water. Summarize any previous efforts completed related to this infrastructure. Collect source documents and store electronically with City. Provide reference to file storage. Report will include reference to documents and brief description of said documents.
2. Existing Connections - Summarize and assess condition of existing connections.
3. Ventura Connection – Summarize the cost and benefit of this planned infrastructure. Assess previous efforts and outline additional efforts for completion.

4. Future Connections – Evaluate options for additional connections related to perceived vulnerabilities. Options include connection between the Oxnard Conduit and Del Norte Pipeline (between Springville Reservoir and Blending Station No. 4).

5. Alternatives Analysis – Evaluate the option of emergency repairs, including time required for such repairs and the potential need to store spare pipe for larger diameter lengths. Investigate the option of coordinating with Calleguas Municipal Water District on use of their existing spare pipe storage. Identify the length of time available that can be served by other water sources.

6. Cost and Benefit Analysis – Evaluate identified options based on cost, benefit and risk.

7. Recommendations and Emergency Response Plan – Provide recommendations and a stand-alone emergency response plan for various scenarios related to high risk failures (i.e. failure of Oxnard Conduit, Del Norte Conduit, O-H Pipeline).

Facilitate presentation of Emergency Response Plan to Operations Staff.

- Deliverables: Provide a draft in PDF format. Following review with City staff, develop and submit a final PDF. The Emergency Response Plan will be provided as an Appendix for future use as a stand-alone document.

Subtask 4.10 Ocean View Emergency Supply

In 2008 the City of Oxnard annexed the Ocean View Municipal Water District (OVMWD)which assigns responsibility of providing water to customers served by this system. This area is served water through a contract with United Water Conservation District and is not annexed into the Metropolitan Water District service area, which means that during UWCD shutdowns, the system cannot be supplied by City of Oxnard distribution water as it is blended with CMWD supply.

Consultant will develop a Technical Memorandum providing the following sections:

1. Overview of OVMWD – Provide background on system, constraints, and figure illustrating infrastructure, customers (residential or agricultural) and proximity to water supply infrastructure.
2. Opportunities for Emergency Supply – Including use of Blending Station No. 6 to supply system during shutdown, which requires agreement with CMWD. Alternatively, identify supply from adjacent infrastructure requiring capital improvements.
3. Recommendations – Provide comparison of alternatives and recommendation, including estimated cost and schedule for implementation.

- Deliverables: Provide a draft Technical Memorandum in PDF format. Following review with City staff, develop and submit a final PDF.

Subtask 4.11 Oxnard Conduit Condition Assessments

The Oxnard Conduit is a key piece of supply infrastructure for imported water and is nearing 60 years old. A failure of this pipeline presents risk, specifically in areas adjacent to the 101 Freeway. The pipeline has experienced at least one failure in the past 5 years. Consultant will develop a Technical Memorandum with the following sections:

1. Background – Provide an overview of the Oxnard Conduit, including age, material, previous studies, failures, and current use.
2. Condition Review with Current Data – Collect and analyze data from previous studies of the Oxnard Conduit and develop an opinion of condition.
3. Overview of Risks and Expected Failure – Consultant will use the calibrated/updated model developed as part of the Master Plan Update.
4. Options for Assessment and Rehabilitation – Evaluate options for assessment and rehabilitation. Evaluate feasibility and contractual needs for using CMWD spare pipe inventory in case of emergency.
5. Cost and Benefit – Provide a cost/benefit analysis of the rehabilitation alternatives.
6. Recommendations – Develop implementation plan for future studies/investigations and immediate repairs. Include 10 year CIP.

Initial findings will be included in the Master Plan effort. Facilitate execution of recommended actions, assumed to include procurement, oversight and technical review of physical condition assessment is assumed for Phase 2.

- Deliverables: Provide a draft in PDF format. Following review with City staff, develop and submit a final PDF.

Subtask 4.12 Security Assessment and Improvements

The City's Water Division security system includes features nearing 10 years in age and a keying system which is 14 years old. In addition, security at Blending Station No. 2 is not consistent with other blending stations. Due to the age of this technology and the potential risk associated, the following scope is provided.

Consultant will review existing security systems related to condition, capabilities, status of technology and coverage. Security features such as security cameras, access, staffing and physical features (i.e. fences) are included in the review. Effort will include an onsite assessment and meeting with City staff to determine needs and future projects.

- Deliverables: Technical Memorandum documenting task, results, recommendations and phased CIP.

Subtask 4.13 Flushing Program

The City has not implemented a flushing program for over 20 years. The lack of a flushing program can result in the buildup of sediment and deposits which can increase pumping costs, reduce hydraulic capacity, increase chlorine degradation rate, and cause taste and odor problems. Using the calibrated hydraulic model provided by the Master Plan Consultant, Consultant will develop a flush program. The program will include identification of key areas (i.e. areas of long detection time, local quality complaints, low demand areas, etc.), specific details for unidirectional flushing, estimated labor for each flush, and a phased program for 5-10 years.

This task includes up to three (3) meetings with City staff.

- Deliverables: Technical Memorandum documenting the need, approach used for analysis, results of meetings with City staff, and implementation plan. The Technical Memorandum will include specific plans for unidirectional flushing, attached as an Appendix, for key initial areas.

Subtask 4.14 Infrastructure Reviews

As future development occurs in the City, the need for Infrastructure Reviews to determine impacts and resulting improvements are required. These studies allow for appropriate improvements to be identified and the associated cost assigned to the Developer. This process protects both the Developer and City from impacts associated with delivering services that do not meet City standards. Using the calibrated hydraulic model developed by the Master Plan process, Consultant will provide up to two (2) Infrastructure Reviews, depending on complexity of Development. This task includes up to four (4) meetings with City staff.

- Deliverables: Technical Memorandum (Draft/Final). Format of the Technical Memorandum will follow current standards, including demand development, analysis and results for water, sewer and recycled water systems.

Subtask 4.15 Water Campus Master Plan Update

Update existing Water Campus Master Plan based on recent projects and staff needs. Include additional sections related to parking, storm water runoff and condition assessment. Identify potential for acquiring adjacent Bus Yard, and/or other adjacent properties, for expanded Water Campus use (i.e. wells, facilities, parking, etc.).

- Deliverables: Water Campus Master Plan Update Report (Draft/Final).

Subtask 4.16 Valve Exercising Program

The City does not have a valve exercising program. A valve exercising program is important because it allows the City to obtain detailed information regarding existing system valves, including type, size and location. It also allows the City to identify and replace failed valves; this is of particular value since properly maintained valves are critical to isolating the system in the event of a main break. Consultant will develop a Technical Memorandum which summarizes past efforts, need for program, cost/benefit analysis and implementation plan.

This task includes up to three (3) meetings with City staff.

- Deliverables: Technical Memorandum (Draft/Final).

Subtask 4.17 Chemical Building III

Review current design and provide recommendations for modifications, including removal of the fluorosilicic acid system. Develop cost/benefit analysis of project and provide assistance in subsequent project development.

- Deliverables: Letter documenting task, results, actions and savings.

Subtask 4.18 Blending Station No. 2 Improvements

This aging blending station presents opportunities for improvements related to Health and Safety, optimizations, control/instrumentation, security and replacement of aging infrastructure. This facility is critical during shutdown of other blending stations and is currently not automated due to the age of equipment.

Develop a Technical Memorandum with the following sections:

1. Background –Summarize any previous efforts completed related to this infrastructure. Collect source documents and store electronically with City. Provide reference to file storage. Report will include reference to documents and brief description of said documents.
2. Assessment – Conduct field and staff investigations related to required improvements. Summarize the following related to each improvement: condition, need, cost and benefit.
3. Implementation – Develop schematics and figures showing conceptual improvements. Provide detailed design for minor/immediate improvements and provide implementation plan for remaining improvements.

- Deliverables: Technical Memorandum (Draft/Final).

Subtask 4.19 Coordinate Computerized Maintenance Management System (CMMS)

Consultant will perform the following tasks:

- Provide input on software selection and updates for the City-wide CMMS system. Develop pro/cons Technical Memorandum for different systems, including comparison of combined system with other City divisions and independent, focused software.
- Review and assemble existing data for incorporation in CMMS.
- Review and assemble new data for incorporation into CMMS.
- Review test notice emailing capability, adjust to allow for emailing to multiple addresses.

- Data input for incorporation of existing information (i.e. backflow devices, RO equipment, etc) into selected CMMS, including oversight review.
- Data input for incorporation of new information into selected CMMS including oversight review.
- All CMMS related software will be purchased by the City.
- The scope of work associated with data entry to support CMMS update is based on a maximum of 300 hours of engineer/technician support.
- City will provide access to needed information for data development and input relative to CMMS updates. The scope assumes all data is available from City provided documentation.

➢ Deliverables: Technical Memorandum documenting task, results, actions and savings.

Task 5 - Organization Support Phase 1 $485,818
Estimated future authorization(s) $273,066

Subtask 5.1 Review and Update Health and Safety Procedures

Consultant will provide approximately 485 hours to support the following tasks for Phase 1:

1. Coordinate tasks with similar efforts associated with the Wastewater Division.
2. Identify updates to existing health and safety program and associated documentation.
3. Participate in workshops (assume 2 workshops) with City staff to identify existing and potential safety issues.
4. Support the development of goals, objectives, policies and procedures for safety program.
5. Identify safety resources needs and assist City staff to develop a safety program strategic plan.
6. Update existing health & safety training plan and assist City staff in making necessary modifications.

Consultant will provide approximately 485 hours to support the following tasks for Phase 2:

7. Coordinate staff safety training course work requirements with City staff (including Train-the-Trainer courses) & establish training schedules (doesn't include actual training classes).
8. Update existing procedures for responding to emergencies, such as those involving an employee, injury to a member of the public or damage to water facilities.
9. Provide support to City staff in investigating employee accidents to determine cause, effect, liability and prevention methods (assumes maximum of three incidents per year).

10. Support City's analysis of accident reports to determine frequency, loss trends & jointly recommend methods/procedures for mitigation.

11. Assist City staff in the identification of safety improvement opportunities with respect to work processes and procedures.

12. Identify potential safety improvements with Section management and assist in the implementation of final improvements.

Subtask 5.2 Operations and Maintenance (O&M) Manuals

Consultant will perform the following tasks:

- Coordinate tasks with similar efforts associated with Wastewater Division.
- Assess existing O&M documentation.
- Prepare plan outlines and formats for City review. The basic outline of the O&M Manual is assumed to be as follows:
    - Section 1 – Introduction and Facility Overview
    - Section 2 – Record Drawings and Process Flow Schematic
    - Section 3 – Process Description
    - Section 4 – Safety Features and Emergency Information
    - Section 5 – Start-up, Normal Operation and Shutdown Procedures
    - Section 6 – Routine and Long-Term Maintenance Procedures
    - Section 7 – Troubleshooting
    - Section 8 – Manufacturers Service Representatives
- Prepare O&M manual for Blending Station No. 1, 2, 4, 5 and 6. O&M Manuals will be consistent with Blending Station No. 3 O&M Manual. Blending Station No. 7 O&M Manual by design engineer. Blending Station No. 1 O&M Manual will include Desalter (includes overall startup and shutdown procedures) and supplemental Water Campus facilities (i.e. stand by generator and other support facilities).
    - Phase 1 includes Blending Station No. 1 and 6 O&M Manual
    - Phase 2 includes Blending Station No. 2, 4 and 5 O&M Manual

Meet with City for plan preparation and review (five 2-hour meetings plus preparation time).

Subtask 5.3 Recommend Changes to Current Administrative Procedures (joint recommendations)

Consultant will perform the following tasks:

- Coordinate tasks with similar efforts associated with the Wastewater Division.
- Identify updates to existing administrative and management procedures.

- Prepare gap assessment of procedures and policies.
- Assist City staff in updating policies and procedures for water section administration.
- Develop administration and management training program and provide training to section management staff.
- Meet with City staff for plan preparation and review (assume four 2-hour meetings plus preparation).

Subtask 5.4 Update Records Keeping Procedures and Establish Policies for Hard Copies and Electronic Records

Consultant will perform the following tasks:

- Coordinate tasks with similar efforts associated with the Wastewater Division.
- Assess existing record keeping procedures.
- Prepare general gap assessment of procedures and policies.
- Assist City staff in preparing updates to policies and procedures for record keeping.
- Provide training to staff for record keeping.
- Attend meetings with City for plan preparation and review.
- Support record keeping procedures related to digitizing files, eliminating old drafts, centralizing and organizing digital documents and manage ongoing record keeping.

Subtask 5.5 Organization Study

Consultant will perform the following tasks:

- Coordinate tasks with similar efforts associated with Wastewater Division.
- Assess current organizational structure.
- Prepare benchmarking evaluation against similar water service organizations.
- Prepare summary of best practices based on organizational assessment and benchmarking.
- Prepare gap analysis of water section based on organizational assessment.
- Prepare recommendations for organizational improvements based on results of study.
- Meet with City staff during study preparation and review.

Subtask 5.6 Develop Training Program

Consultant will perform the following tasks as part of Phase 1:

- Coordinate tasks with similar efforts associated with the Wastewater Division.
- Assist City staff in updating O&M position descriptions & responsibilities.

- Review existing training programs & schedules.
- Perform gap assessment of training programs.
- Develop recommendations for additional training requirements & frequency.

Consultant will perform the following tasks as part of Phase 2:

- Create position training matrix for review by the City.
- Develop updates to existing training program including state certification goals.
- Coordinate staff training with City staff (including Train-the-Trainer courses).
- Develop appropriate training materials to be presented by Trainer.
- Assist City staff in training all operations, maintenance and regulatory compliance staff. Consultant will present first of each training session and observe/support the City Trainer in subsequent sessions.
- Meet with City staff during development of training programs.
- Provide Senior and Supervisor Training Management
- Develop centralized tracking method for monitoring completed trainings

Subtask 5.7 Procurement Documents

Consultant will provide the following efforts related to development of City procurement documents:

- Coordinate effort with other City divisions.
- Work with City Staff to define small projects in order to define need for on-call Contractors for small repair projects. Benchmarking of similar/neighboring cities related to on-call Contractors.
- Quantify benefits of using on-call Contractors.
- Develop appropriate procurement procedures similar to those established by the California Department of Industrial Relations, and assist in qualifying of Contractors.
- Consultant will provide assistance for procurement of a SCADA on-call consultant. This effort includes development of needs/scope, procurement documents, assistance in RFP process, and development of standardized monitoring of task order development and budget monitoring.

Task 6 - Support Phase 1 $28,650
Estimated future authorization(s) $101,080

Subtask 6.1 Review Water Division Agreements

Consultant will develop a technical memorandum with the following:

1. Existing Water Agreement – Report search for documents associated with Water Division Agreements. Collect source documents and store electronically with City. Provide reference to file storage. Report will include reference to documents and brief description of said documents.

2. Summary of Expiration Dates and Required Actions – Provide a tabulated summary of documents, including expiration dates. Provide brief summary of potential actions and recommendations associated with contracts with an expiration date before 2017.

3. Appendices – Provide all contracts in Appendices.

Provide services related to ongoing activities, including record keeping of activities and log of actions.

- Deliverables: PDF Technical Memorandum will be delivered to the City for review and comment; a final version will be created and delivered in PDF format. The PDF will be stored electronically with the City in accordance with the Work Plan. A hard copy will be provided in a binder labeled Water Division Agreements. The binder will be stored at the City Water Campus.

CONSULTANT WILL UNDERTAKE THE FOLLOWING AS PART OF FUTURE PHASE(S) OF TASK 6:

Subtask 6.2 Implementation of Recordkeeping Procedures

Implement the recordkeeping procedures developed in Subtask 5.4. Effort includes 280 hours of support.

Subtask 6.3 Develop Operating Budget

Provide assistance in development of an operating budget. This includes development of costs; Consultant assumes City staff will provide requested City financial data. The format of the budget will be approved prior to task initiation. A draft and final will be provided and up to 10 meetings with operations staff, financial department and City staff is assumed.

- Deliverables: A tabulated binder, labeled Operation Budget, will be developed for storing all related documents associated with development of the operation budget. Electronic files will be stored in accordance with the Work Plan.

Task 7 - Transition Support Phase 1 $29,351
Estimated future authorization(s) $0

Consultant will update and support the development of position descriptions for the Water Enterprise. Recommendations for position qualifications will be developed with City staff and compensation levels will be evaluated for similar positions in the state. Consultant will support the City in preparation of recruitment advertisements and make recommendations for posting of open positions in appropriate outlets. Consultant will assist the City in gathering applicant information and preparation of initial paper ranking (assumes 4 positions). Consultant will assist in setting up and coordinating information for an outside evaluation board and internal review board.

WATER PROJECTS
SCOPE OF SERVICES
EXHIBIT A-1

Oxnard Water Operations
Amendment No.1, Phase 2 Services

This scope is to augment the phase 1 Exhibit A services (City Agreement No. A-7700, dated July 22, 2014) except where noted in the original agreement as phase 2 or future phase this exhibit is to supersede those elements. Some of the phase 2 subtasks shown in the original agreement did not carry forward or may be included in a future amendment and thus the subtask subnumber is not used. A consolidated version of the entire scope will be submitted once the phase 2 scope is authorized.

TASK 0 – PROGRAM MANAGEMENT ($187,561)

Task 0.3 – Prepare Monthly Progress Reports and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks and work performed, status of deliverables, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly reports (12 total). Phase 2 is for 12 months.

Task 0.4 – Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management, which includes planning, coordinating and managing task assignments, updating staffing plans and supervision of in-house staff, coordination with subconsultants, planning and monitoring of contract budget and schedule, managing progress to budget expectations, and coordination with the City and its other consultants, will be conducted by Project Manager, Greg Bradshaw (PM).

Provide senior technical review and implement quality assurance and quality control (QA/QC) measures throughout the project. QA/QC procedures ensure all work products provided to the City follow strict adherence to industry design standards. Phase 2 is for 12 months.

TASK 1 – PLANT OPERATIONS COORDINATION ($205,102)

Task 1.1 – Project Meetings

Provide support as directed by City staff for the biweekly project status meetings. Prior to each bi-weekly meeting, Consultant will provide an update in City-provided PowerPoint format and distribute to internal City management. The meetings will not exceed one 2-hour meeting biweekly for 12 months.

- Deliverables: Updates will be delivered in PowerPoint format and saved in an electronic folder, as defined in the Project Work Plan. Hard copies will be maintained in a *Project Meetings* Binder and maintained at the Water Campus.

Task 1.2 – Management Meetings

Attend weekly meetings with Water Division Management staff including but not limited to the Water Division Manager, Chief Operators (Distribution, Metering, Water Treatment) and Seniors/Supervisors. For each meeting, provide a summary of discussion items and actions, log electronically in City files and distribute to internal City management. The total of meetings will not exceed one 2-hour meeting per week for a period of 12 months.

- Deliverables: Meeting notes will be delivered in PDF format and saved in an electronic folder, as defined in the Project Work Plan. Hard copies will be maintained in a *Management Meetings* binder, tabulated by meeting type noted above, and maintained at the Water Campus.

Task 1.3 – Operations Support

Consultant will provide as-needed support to Water Division staff as defined in the following categories with an upper limit of 720 hours:

- Project Execution – Provide support in administrative functions for the work involving City actions and/or changes to the existing operations.
- Program Development – Propose, present and support the divisional programs, Standard Operating Procedures, expansion of the groundwater system and blending stations and support City staff in developing a strategy for the implementation of master plan activities that meet the needs of the department/division program goals.
- Division Coordination – Coordinate with the City regarding the implementation of activities to meet programmatic division goals; provide information and resources to City officials, departments and other organizations as appropriate.
- Technical Assistance – Provide staff to analyze technical issues and challenges that face the Water Division and other departments/divisions. Assist in the preparation and presentation of staff reports and other necessary documents or correspondence to appropriate boards, groups and/or committees.
- Operations Support – Provide support for as-needed activities, operations and services of the City Water Division.
- Water Distribution & Water Meter Work Orders – Perform a trending analysis of work performed, and an audit of the time sheets particularly for overtime charged in each area. Deliverables include a trending analysis and audit of overtime in both hard-copy binder and electronic versions.

➢ Deliverables: Efforts associated with these tasks will be recorded in a *Management and Support Binder*, tabulated on the tasks above. The binder will be maintained at the City Water Campus. Electronic files will be stored in accordance with the Project Work Plan.

TASK 2 – WATER RESOURCES MANAGEMENT ($647,744)

Task 2.1 – Water Conservation Program Support

As a sub consultant to Consultant, MNS Engineers will perform a variety of analytical, administrative, enforcement, and educational outreach duties in support of the City's water conservation, education and community programs. MNS Engineers will additionally perform community outreach and project management; and provide technical staff assistance to the Water Resources Division Manager.

MNS Engineers will provide support to water conservation program activities and coordinate with City's Water Conservation staff. Biweekly meetings will be held at the City's Water Campus to discuss conservation activities including reports of water waste, citations, water patrols, public outreach events, and conservation programs. MNS Engineers will facilitate reporting of water conservation activities including monthly reports on the State Water Resources Control Board (SWRCB) website, provide data and assistance with PowerPoint presentations as needed for Council updates, and participate in regional meetings such as the county-wide Water Use Efficiency group (monthly) and Metropolitan Water District (MWD) Conservation Coordinator meetings (bimonthly).

MNS Engineers will also participate in monthly City GREEN Team meetings to provide input on water conservation efforts City-wide. The program support covers a six-month period between November 2014 and April 2015.

MNS Engineers assumes that the Water Conservation activities and update of the Water Conservation Master Plan will be transitioned to a newly hired employee designated by the City in the future.

Task 2.2 – Water Supply Management

As a sub consultant to Consultant, MNS Engineers will serve as the interim Environmental Compliance and Supply Division Manager for a period of thirteen months, at a level of effort of 24 hours per week. In this role, MNS Engineers will implement and direct the City's water resource planning and policy-related activities to assure that Water, Recycled Water, Wastewater, and Stormwater programs consistently comply with established laws, guidelines and regulations; and provide executive policy level advice and perform administrative work in maintaining active liaisons with all organizations having water-related interests. MNS Engineers will also carry out comprehensive water and wastewater division planning, supply management, conservation, goals, and objectives; ensure customer service, public involvement and education, and stakeholder interactions are in concert with organizational philosophies, values and principles; actively seek and provide resources and information needed by staff to perform assigned duties; prepare division recommendations on a variety of water resource public policy issues, procedural requirements, plans and ordinances; supervise program implementation activities, such as water quality monitoring, wastewater source control, cross connection control, code enforcement, technical assistance, water conservation, water resources safety and maintenance, and public outreach and education; attend, participate, and represent the City on a variety of in-house and regional technical and planning committees; respond to inquiries from the public regarding water resource problems/issues; facilitate effective interactions with and among professional and technical staff and peers, elected officials, outside agency staff, citizens and other stakeholders to ensure information is shared, involvement opportunities are available, and informed consent among affected interests is attained where possible; analyze complex regulations and related information.

The interim Environmental Compliance and Supply Division Manager will attend the following agency meetings on the City's behalf:

1. Fox Canyon Groundwater Management Agency
2. Watersheds Coalition of Ventura County
3. Bi-weekly meetings with Master Plan consultant
4. Association of Water Agencies of Ventura County
5. Las Posas Users Group
6. Santa Clara River Watershed Committee
7. Strickland Mutual Water Company
8. Santa Clara Wastewater

The interim management role is assumed to end in December 2015 and MNS Engineers will provide transition support.

Task 2.3 – Hardness Feasibility Evaluation

Consultant will review existing data and file keeping related to City hardness. Develop a technical memorandum with the following:

1. Water Quality Background – Summarize Oxnard water quality, including source water quality, analysis, related to hardness in the groundwater and blended supplies.
2. Target Blending Strategy for agreed upon Goals – Discussion of historical water quality and develop metrics for hardness quality goals for distribution water. Comparison to surrounding agencies and industry recommendations for maintaining aesthetic quality goals.
3. Scenario Analysis - Develop and analyze up to four scenarios related to methods for improving or lowering the finished water hardness content, including impacts on available and future water supplies. Description of issues and benefits for each will be provided. This task includes a meeting with City staff to evaluate available alternatives and the costs for each alternative.
4. System Modifications – Provide a conceptual analysis for implementing recommendations.
5. Coordination – Consultant will work in concert with Master Plan Consultant and City staff and will reference existing studies, reports and plans.

➢ Deliverables: PDF Technical Memorandum will be delivered to the City for review and comment; a final version will be created and delivered in PDF format.

Task 2.7 – Ventura County Regional Urban Landscape Efficiency Program (VC RULE)

The VC RULE program is a multi-agency effort, partially funded by Prop 84 grant funds to install efficient irrigation equipment and controls for large landscape customers. The VC RULE Program currently has a completion date of November 2015.

Consultant will assist the City in managing the VC RULE program and report regularly to the City on project progress. Consultant will also serve as the point of contact for the Labor Compliance Program.

Consultant will serve as the point of contact with Watersheds Coalition of Ventura County (WCVC); submit invoices, quarterly reports, insurance, bonds and assurances to WCVC to meet requirements of the Grant Agreement; assist the City in the maintenance of accounts in accordance with the Grant Agreement; serve as the point of contact for program participants particularly with regard to the Grant Agreement requirements; attend WCVC monthly meetings as to provide project status update.

Consultant will also perform the following tasks:

- Gather data from each project participant, including participating customers, 3 years of water demand, size of irrigated area, address, etc.
- Maintain data submitted by WaterWise and participating agencies
- Analyze data before and after each customer audit to assess water use reductions
- Coordinate data acquisition from City's utility billing and GIS
- Coordinate marketing efforts with participating agencies.
- Monitor participating agency's budgets
- Host kick off conference calls with each agency (6)
- Coordinate with WaterWise on all matters regarding the Program
- Work with WaterWise to remedy issues or challenges as they arise
- Review irrigation survey results provided by WaterWise for customer sites to ensure retrofit is appropriate. Review recommended devices with WaterWise and participating agencies to develop a list of approved devices for installation

- Deliverables: Quarterly Reports as required by Division of Water Resources (DWR).

Task 2.8 – Internship Program Development

City Corps provides an array of support services to many City Departments, including the Utilities and Engineering Department. A structured Internship Program will be developed to document the education, training, duties, certifications, and career path for interns including a structured timeframe for progression through the program. Utilities and Engineering groups include Water, Wastewater, Environmental Resources, GIS, Survey, Stormwater, and Engineering Support. Some of these have sub-groups that will have unique internship programs. Internship programs will be developed for the following areas:

2.8.1 – Utilities & Engineering: Water Division

- Water Conservation
- Water Operations (Treatment, Distribution and Metering)
- Water Maintenance

2.8.2 – Utilities & Engineering: Wastewater Division

- Wastewater/Recycled Water Operations
- Wastewater/Recycled Water Maintenance
- Wastewater Collection
- Stormwater

2.8.3 – Utilities & Engineering: Environmental Compliance and Supply Management Division

- Environmental Resources

2.8.4 – Utilities & Engineering: Engineering & Maintenance Division

- GIS
- Survey
- Engineering Support (Process and Hydraulic Modeling)

2.8.5 – Design and Construction Services:

- Streets
- Engineering Support (CAD Drafting)

Project Meetings and Stakeholder Participation

To encourage involvement in the development of the Program, Consultant will coordinate with the stakeholders mentioned below. Consultant anticipates the following meetings/workshops will be held with the following stakeholders over the course of the Program development:

- Four (4) progress meetings with City Corps staff
- Five (5) coordination meetings with work groups
- Two (2) review meetings to discuss Draft and Final Internship Program Plans
- Provide program outreach by investigating existing local college programs at Ventura College and Oxnard College that support the educational requirement of an intern program (up to 4 days of support)
- Present draft elements of the program to Ventura County cities and agencies that share similar needs (up to 16 cities and agencies)

Consultant will attend each meeting. Consultant will prepare an agenda and take meeting minutes. Meeting minutes will be provided to the City for comments prior to finalization.

Develop Internship Program Plan

Consultant will develop an Internship Program Plan for City Corps and College applicants for each sub-group mentioned above. The Plan will document education, training, duties, certifications, and career path for interns including a structured timeframe for progression through the program. A Draft Internship Program Plan will be prepared for review by the City and City Corps. One Draft Internship Program Plan review workshop will be provided and comments will be incorporated into the Final Internship Program Plan.

It is assumed that the City will be responsible for the execution of the Internship Program Plan. It is also assumed that the City will provide details on any requirements related to existing City Corps grants to be incorporated into the Internship Program Plan.

- Deliverables: Draft and Final Internship Program Plan will be provided in PDF format.

Task 2.9 – AWPF Exhibit and Outreach Support

Consultant will prepare text descriptions for the proposed Science Center exhibits at the AWPF including display boards and fact sheets. The Science Center displays include: Engineering, GREAT Program benefits and map, AWPF, Sustainability, Water Resources Management, Planning, Stormwater, Water Supply, Water Treatment and Distribution, Wastewater and Recycled Water, Wetlands, Economics, Careers and Call to Action. Consultant will provide text descriptions for each area, background photos or drawings, and concepts for other visual aids. The text will incorporate two panels at each display area.

Consultant will coordinate with the City and the City's designer, Kismet, to discuss themes and content. Draft text will be provided for discussion and review by the City and Kismet. Final text will be prepared for Kismet to incorporate into graphic displays.

Conference calls and meetings will be held over the course of the project as needed to discuss and review materials as they are developed. Consultant anticipates a total of ten conference calls/meetings.

- Deliverables: Draft and Final exhibit text.

Task 2.10 – 2015 Urban Water Management Plan

As a sub consultant to Consultant, MNS Engineers will prepare updates to the 2010 Urban Water Management Plan. The Guidebook for preparation of 2015 Urban Water Management Plan (UWMP) is expected to be released by the Department of Water Resources by July 1 2015, and submittal of the 2015 UWMP is due to DWR by July 1, 2016.

The 2015 UWMP will incorporate legislative changes. New sections will be included for Demand Management Measures, Water Loss Reporting, new DWR standardized forms, and other updated methodologies as prescribed by DWR. On the City's behalf, data will be uploaded to DWR's Online Submittal website. The 2015 UWMP will contain the following sections:

- Section 1 – Plan Preparation
- Section 2 – System Description
- Section 3 – System Demands
- Section 4 – Target and Baselines
- Section 5 – System Supplies
- Section 6 – Water Reliability
- Section 7 – Water Shortage Contingency Plans
- Section 8 – Demand Management Measures
- Appendices

Draft Guidelines for Sections 1, 2, and 3 have been developed by DWR, upon which the scope of services is based. MNS Engineers has estimated the level of effort based on the Draft Guidelines for these sections. Draft Guidelines for Sections 4 through 8 are pending and MNS Engineers has estimated a level of effort for these sections based on the 2010 UWMP Guidelines as a start. When the Guidelines are released in July 2015, MNS Engineers will determine if additional scope is to be included as part of a future amendment.

DWR will host a series of webinars and workshops related to the 2015 UWMP Guidance Document. MNS Engineers will participate in these events on the City's behalf. Webinars are anticipated as follows:

- January 2015 – Section 6 Water Reliability
- February 2015 – Section 7 Water Shortage Contingency Plans
- March 2015 – Section 4 Baselines and Targets, Section 8 Demand Management Measures
- April 2015 – Public Hearing on Draft UWMP Guidebook

Section 1 – Plan Preparation

This section includes coordination and outreach as well as Plan adoption and submittal. MNS Engineers anticipates coordination will be needed with Calleguas Municipal Water District, United Water Conservation District, County of Ventura, Port Hueneme Water Agency, Proctor and Gamble, and Oxnard Chamber of Commerce. MNS Engineers will attend meetings and conference calls with these agencies to gather data and share information for the preparation of the plan. DWR's Table 1 will be prepared.

MNS Engineers will assist the City in the preparation of the Notice of Availability for the 2015 UWMP and information necessary for the public hearing, including preparation of the adoption resolution. The adoption resolution will be included as an appendix in the 2015 UWMP. Compact discs will be provided for submission to DWR and the State Library. A pdf version of the 2015 UWMP will be provided for the City to upload to the City's website.

Supporting documents will be provided including existing California Urban Water Conservation Council (CUWCC) BMP reports, the most recent Groundwater Management Plan, and a GIS shape file of the service area (provided by the City).

Section 2 – System Description

A GIS shapefile will be provided by the City delineating the service area and any areas within the service area boundary NOT served by the City. Any annexations or consolidations since the 2010 UWMP will be included. DWR's Table 2 will be completed.

A description of the proportion of the area built-out versus future development will be provided. MNS Engineers will provide information on temperature and precipitation patterns and describe the known and expected impacts of climate change. The service area population will be provided, including the sources of the estimates and DWR's Table 3 will be completed for current and projected population through 2035. MNS Engineers will provide a description of the City's demographics, including large industrial users, mix of housing and economic demographics that may affect water use.

Section 3 – System Demands

MNS Engineers will evaluate the City's water demands by sector including single-family residential, multifamily, commercial, industrial, City landscape, and agricultural. DWR's Table 3-1 will be completed to report Potable Water Use by Sector for 2010 and 2015 and projections will be prepared through 2035. A narrative description will be prepared describing how demand projections were estimated. Table 3-2 Potable Water Sales to Other Agencies will be prepared for sales to Port Hueneme Water Agency. Tables 3-3 Non-Potable Water Use by Sector and 3-4 Non-Potable Sales to Other Agencies will be prepared, which for the City will be zero.

MNS Engineers will assist the City in preparing water loss worksheets as an Appendix. It is expected these will follow AWWA Guidelines. MNS Engineers will assist the City to develop water savings from Codes, Standards, Ordinances, or Transportation and Land Use Plans and complete Table 3-6.

MNS Engineers will coordinate projections for water use to Calleguas and United Water Conservation District as the water wholesaler. MNS Engineers will estimate the lower income water use projections for single-family and multi-family housing units in the housing element of the City's General Plan using the methodology prescribed by DWR and complete Table 3-7.

Section 4 – Baselines and Targets, Section 5 – System Supplies, Section 6 – Water Reliability, Section 7 – Water Shortage Contingency Plans, and Section 8 – Demand Management Measures will be prepared in accordance with the Guidelines as they are published in July 2015.

MNS Engineers will provide sections to the City for review as they are completed to simplify the review. MNS Engineers anticipates progress meetings will be held with the City over the course of the development of the 2015 UWMP and have budgeted for four (4) progress meetings and two (2) workshops.

- Deliverables: Draft and Final UWMP delivered in PDF format.

TASK 3 – PERMITTING ($190,111)

Task 3.3 – Environmental Management System

Assist the City in the development of an Environmental Management System (EMS). In cooperation with City staff, develop a comprehensive management tool to track, budget and implement periodic tests, manage data, establish calculation methods, assess external resources, manage compliance reports and permit renewals. In concert with City staff, update, augment and/or develop regulatory oversight procedures. Regulatory monitoring and administrative procedures will be tied into EMS.

- Deliverables: Environmental Management System tool.

Task 3.4 – Update Accidental Release Prevention Program for Aqueous Ammonia System

The State of California Accidental Release Prevention (CalARP) Program requires a Risk Management Plan (RMP) be completed and submitted to the County Administration Agency for review. The City completed the RMP initial report in 2003 for the aqueous ammonia systems at Blending Stations No. 1 and 3. Every five years a re-certification of the entire program must be completed and the updated, re-certificated documents transmitted to the County Authorized Agency (AA). Consultant will provide the following services in support of updating the RMP:

- Review existing documents, incorporate updated Process Hazard Analysis (PHA), Offsite Consequence Analysis (OCA) and Prevention Program (PP) elements.
- Prepare 5 binders with updated documents and conduct a review meeting to discuss all elements and requirements within the RMP.
- Conduct a 4-hour PHA review session, including review of recent modifications, Management of Change (MOC) and Incident Investigation elements, equipment and procedural changes and document in the 2015 RMP.

- Review and update the OCA to include new sensitive receptor maps, tables and census track information.
- Review and update existing PP elements including review updates, certification signatures, MOC and II programs, emergency response planning, and operational procedures and mechanical integrity.

➢ Deliverables:

- New Certified RMP- Public and Technical Reports (5 final)
- Technical Process Hazard Analysis (5-yr update)
- Off-site Consequence Analysis (5-yr update)
- Prevention Program element review (5-yr update)
- Hard-copy binder and electronic version

Task 3.5 – Hazardous Materials Assessment and Disaster Plan

Consultant will perform and document a hazards review of the City of Oxnard Water Campus and six Blending Stations for chemical, toxic, and flammable hazards. **Table 1** presents the list of City owned water facilities and the hazardous, flammable, and toxic chemicals that will be included in this hazards review.

Table 1 – Facilities to be Included in the Hazards Review

City Owned Facility	Hazardous Substance				
	Antiscalant	Aqueous Ammonia	Sodium Hydroxide	Sodium Hypochlorite	Diesel Fuel
City Water Campus and Blending Stations 1 and 6	X	X	X	X	X
Blending Station 2					
Blending Station 3		X		X	X
Blending Station 4					X
Blending Station 5					X

The purpose of the review is to identify potential hazardous interactions among the processes and chemicals that are in use at each of the City's water facilities. The review will include assessment of:

1. Hazards (chemical, toxic, and flammability) posed by the individual chemicals,
2. External factors that can cause a release of containment of individual chemicals,
3. Hazards that can arise from interactions between the chemicals if they are accidentally comingled,
4. Human factors that can produce an accidental release,
5. Management and engineering controls that are in place to prevent the release of toxic, flammable or hazardous materials, and
6. Process hazards that can result from failure of operational and human controls to prevent accidental releases.

The hazard review will be conducted by a Senior Engineer with experience in conducting such hazard reviews. The review will be performed in two sequential daily sessions of approximately 6 hours each. Prior to the hazard review, the Consultant will attend a kickoff meeting with the City followed by a guided site visit to each applicable facility to observe process operations, chemical storage, and prepare for the review. Following the site visit, the Consultant will request copies of facility operating procedures, including chemical or diesel receiving procedures, maintenance procedures, training procedures, documentation of the materials of construction used in process equipment, Safety Data Sheets, Piping and Instrument Diagrams (P&IDs), and process flow diagrams for each process using hazardous, toxic, or flammable chemicals.

The hazard review will be comparable in detail as that for the hazard review conducted under the CalARP program for the aqueous ammonia system, as modified in the 2015 CalARP 5-year update. The results of the CalARP ammonia system review will be incorporated in the hazard review. The difference between this review and CalARP is that only listed chemicals are evaluated and in this case ammonia is the only listed material. Under this task, Consultant will review all major materials listed in Table 1 above and incorporate the ammonia evaluation conducted under CalARP, Task 3.4.

The draft report will be submitted and reviewed with Water Division staff and California Certified Unified Program Agencies (CUPA) representatives, and comments incorporated into the final report.

- Deliverables: Draft and final report for each facility in hard copy and electronic format

TASK 4 – PLANT OPTIMIZATION ($1,120,723)

Task 4.3 – AMR Replacement

Consultant will assist the City in implementing the AMR Replacement program following approval of Technical Memorandum and subsequent Request for Proposals (RFP) developed in Phase 1. This effort includes support during the RFP period including responding to proposer's requests for information, assistance with the pre-proposal meeting, evaluation of proposals, one (1) proposal review workshop, and final recommendations to be documented in a memorandum submitted to the City. Consultant will coordinate efforts with Master Plan consultant.

- Deliverables: Draft and Final proposal evaluation and recommendation memorandum.

Task 4.6 – Immediate Needs Projects

The City of Oxnard has identified multiple systems, nearing or at failure, which require immediate attention. Consultant will provide procurement documents, bid support and construction phase support. Since immediate needs projects may not be fully defined, approximately 1200 hours are provided for projects as need arise. Scope and fee for each project will be confirmed prior to start of work. Workshops with the City and any potential stakeholders will be conducted for each project on an as-needed basis. Some projects have been identified in Phase I with carryover to Phase II as follows:

- Well Nos. 30, 32, 33 and 34 Electrical Rehabilitation (Bid and Construction Phase Services)
- Sodium Hypochlorite Piping System Replacement (Construction Phase Services)
- Emergency Turn-Out Service and Repairs (Bid and Construction Phase Services)
- Emergency Generator and Automated Transfer Switch (ATS) Service and Repairs (Bid and Construction Phase Services)
- HVAC at North Electrical Room – heat issues at this facility are causing significant risk for failure of key electrical equipment for water supply wells (No. 20, 22, and 23)
- Automated Meter at Springville Reservoir – this valve and flowmeter are at the end of their useful life and present risk in the event of a failure of the Oxnard Conduit
- Blending Station No. 2 – This station is required to be operational during shutdowns. Currently, the station can only be operated in manual mode
- Cathodic Protection – City staff have indicated that 3 of 10 cathodic protection units along the Del Norte and Industrial Lateral are not operational
- Replace Grass Pavers – replace grass pavers at Water Campus with asphalt
- Continuous Analyzer at Blending Station No. 4
- Truck delivery spill containment for Chemical Buildings No. 1 & 2

Technical Memorandum (Draft/Final) will be prepared to define the recommended solution for each immediate needs project as necessary. Following definition of the recommended solution, Design documents will be prepared including cost estimates and shall include at minimum, two submittals (Draft/Final). When deemed necessary by Consultant and City staff, Design documents and cost estimates will be submitted for review at 30, 60, 90 and 100 percent stages.

- Deliverables: Technical Memorandum (Draft/Final) and Design documents (30, 60, 90, Final) and cost estimates.

Task 4.9 – Emergency Water Supply Connection – Ventura

Consultant will assist the City in discussion with the City of Ventura regarding an Emergency Connection with their system. Consultant will review previous reports and meet with the City to discuss scope, estimated costs and benefits to the City. Consultant will also coordinate with the City's Attorney on any implications to imported water supplies. Consultant will prepare a technical memorandum documenting the project concept and the costs and benefits. Consultant will host one (1) workshop with the City of Oxnard, City of Ventura and other stakeholders to review and provide comments on the draft TM. In addition, Consultant will assume up to three (3) progress meetings with stakeholders at the 30%, 60% and 90% TM stages.

- Deliverables: Draft and Final TM

Task 4.13 – Flushing Program

The City has not implemented a flushing program for over 30 years. The lack of a flushing program can result in the buildup of sediment and deposits which can increase pumping costs, reduce hydraulic capacity, increase chlorine degradation rate, and cause taste and odor problems. Using the calibrated hydraulic model provided by the City, Consultant will develop a flushing program. It is assumed that the City will provide GIS data as it pertains to water pipes, valves and hydrants including details from the hydraulic model. The program will include identification of key areas (i.e. areas of long detention time, local quality complaints, low demand areas, etc.), specific details for closed-loop flushing (it is assumed that the City will purchase one or more truck-mounted units from "NO-DES"), estimated labor for each flush, and a phased program for 5-10 years. Additionally, Consultant will prepare a Flushing Plan for the City to submit to the Division of Drinking Water (DDW) for approval of a closed-loop flushing system. The Flushing Plan will address the following requirements from DDW received from the City on February 4, 2015 as follows:

- Operate the unit strictly in accordance with the manufacturer's SOPs/instructions, using certified operators that have been trained by the manufacturer or thoroughly familiar with the equipment's SOPs.
- Use a distribution system operation and flushing plan (which includes an emergency response/contingency plan) and an accompanying water quality monitoring plan approved by the DDW district office.
- Develop the operational logs and reporting forms that will compile the operational and water quality monitoring data.
- Submit all monthly logs relating to water quality complaints for DDW review.
- Collect water quality samples from the area that is being flushed as well as upstream and downstream areas before and after a flushing event. These samples include, at a minimum, turbidity, chlorine residuals and coliform samples, other samples recommended include color and odor.
- Submit the above-mentioned (completed) operational logs and reporting forms to the DDW district office at least on a monthly basis.

The Flushing Plan will develop standard operating procedures and an implementation approach and schedule.

This task includes up to three (3) meetings with City staff.

- Deliverables:
  - Technical Memorandum documenting the need, approach used for analysis, results of meetings with City staff, and implementation plan. The TM will include digitized maps of distribution facilities showing zones to be included in each specific flushing plan utilizing a closed-loop system to mitigate water loss, attached as an Appendix. The Flushing Plan will be developed so that it may be submitted to the Division of Drinking Water (Draft/Final).
  - Binder and electronic Version

Task 4.14 – Infrastructure Reviews

As future development occurs in the City, the need for Infrastructure Reviews to determine impacts and resulting improvements are required. These studies allow for appropriate improvements to be identified and the associated cost assigned to the Developer. This process protects both the Developer and City from impacts associated with delivering services that do not meet City standards. Using the calibrated hydraulic model developed by the Master Plan process and provided by the City, Consultant will provide up to two (2) Infrastructure Review protocols, depending on complexity of Development. This task includes up to four (4) meetings with City staff.

- Deliverables: Technical Memorandum (Draft/Final) developing the Infrastructure review protocols, a sliding scale for developing costs based on the size and complexity of the demand development, analysis and results for water, sewer and recycled water systems.

Task 4.15 – Water Campus Site Grading, Paving and Drainage Conceptual Plan and Design

Evaluate the Water Campus site for permanent and/or permeable paving alternatives. Develop conceptual plans to develop potential stormwater piping modifications to address drainage problems, final parking and access. Consultant anticipates up to 20 drawings, and development of a biddable set of plans and specifications, cost estimate.

- Deliverables: Conceptual Water Campus Site Plan Upgrades (Draft/Final).

Task 4.16 – Valve Exercising Program

The City does not have a valve exercising program. The need for properly maintained valves is critical for isolating the system in the event of a main break, obtaining detailed information regarding valve type, size and location, and identifying/replacing failed valves. Consultant will develop a Technical Memorandum which summarizes past efforts, need for program, cost/benefit analysis and implementation plan. It is assumed that the valve exercising program will be incorporated into the flushing program as a unified program.

This task includes up to three (3) meetings with City staff.

- Deliverables: Technical Memorandum (Draft/Final).

Task 4.17 – Chemical Building III

Chemical Building III was designed around Hydrofluorsilicic acid (HFA) and Zinc Orthophosphate (ZO). It has since been determined HFA is not needed as the City of Oxnard provides a blended water supply within U.S. Department of Health and Human Services Agency recommended optimal levels ranging from 0.7 mg/L to 1.2 mg/L. ZO is a chemical recommended to treat the Reverse Osmosis (RO) permeate which is considered corrosive. ZO would prevent corrosion but since the permeate is mixed with the hard groundwater, it is possible there is plenty of calcium carbonate in the groundwater and thus negating the need to construct, operate and maintain a ZO system. However, there is a portion of piping that may need to be protected that serves RO product water prior to blending. Therefore, Consultant will initially evaluate the need for the ZO system and if confirmed will develop a preliminary layout of facilities and a cost estimate and the project may be finalized under the Immediate Needs project or at a future date. City will provide the equipment, materials and labor for inspection of existing piping. Consultant will develop a Technical Memorandum with the following sections:

- Water Quality Background – Summarize Oxnard water quality, including reports related to source water quality, analysis, and corrosive indices in the RO permeate and groundwater and blended supplies.
- Target Blending Strategy for agreed upon Goals – Develop metrics for corrosion indices: pH, Calcium Carbonate Precipitation Potential, Aggressive Index, Langliers Saturation Index, water quality goals for distribution water. Comparison to surrounding agencies and industry recommendations for maintaining non-aggressive water quality goals with a discussion of historical water quality and water quality goals.
- Determination of need for ZO – Determine whether ZO is needed for the distribution system water or the RO permeate before blending with the groundwater. System components will be analyzed to determine whether the RO permeate piping up to the point of blending was designed to accommodate aggressive water.
- Concept Plan – Provide a conceptual analysis for implementing any recommendations. If the ZO system is needed, Consultant will develop a concept plan for the ZO system with a building layout, chemical unloading station, and piping drawings. We anticipate development of up to 30 preliminary drawings, and specifications, cost estimate.

- Deliverables: PDF Technical Memorandum will be delivered to the City for review and comment; a final version will be created and delivered in PDF format.

Task 4.19 – Computerized Maintenance Management System (CMMS) Support and System-wide Component Level Condition Assessments

The Oxnard water supply infrastructure is aging with parts of it over 60 years old. The entire system has not been fully cataloged and assessed to determine scheduled maintenance. The Master Plan Consultant has prepared a condition assessment of Oxnard water infrastructure for all assets with a value of $5,000 and above. This task combines what was Subtask 4.11 (original contract) with Subtask 4.19 such that the Condition assessment and the CMMS are an integrated effort. Consultant will perform the following tasks:

- Prepare a preliminary technical memorandum (TM) that establishes objectives and criteria for CMMS data collection and condition assessments. The document will establish limits on the condition assessments based on boundaries, function and value. The document shall guide the following work upon notice to proceed from the City. TM will identify one facility for a pilot run to gather feedback and make adjustments accordingly. Piloting will ensure quality control throughout the process.
- Prepare the template for CMMS data collection. 160 hours is assumed for field data collection.
- Review existing data provided by the City for incorporation in CMMS.
- Review and provide quality control of City collected CMMS data.
- Assemble all data in a Microsoft Excel or Access format for incorporation into a future CMMS system. It is assumed that the City will be responsible for migrating the data from Excel or Access to the new CMMS system.

It is assumed the Master Plan Consultant will conduct the Information System (IS) Master Plan effort and will be evaluating different systems for multiple City divisions. Consultant will review the master plan and provide input on software selection for the City-wide CMMS system. It is assumed the City will purchase and implement all CMMS and related software.

Consultant will also conduct a condition assessment in conjunction with the newly collected CMMS data will serve as the basis for a Technical Memorandum with the following sections:

1. *Background*
2. *Summary of System components and any existing condition assessments*
3. *Overview of Risks and identified near term maintenance* – Consultant will develop a list of components that need repairs based on the summary of previous condition assessments and any identified components that may be compromised from visual inspections.
4. *Options for Assessment and Rehabilitation* – Evaluate options for more future detailed condition assessments and rehabilitation. Evaluate alternative condition assessment technologies using both non-evasive and invasive approaches.
5. *Cost and Benefit*
6. *Recommendations* – Develop implementation plan for future studies/investigations and immediate repairs. Include 10 year CIP.

Initial findings will be included in the Master Plan effort (by others). Facilitate execution of oversight and technical review of physical condition assessment.

- Deliverables: Provide draft TMs in PDF format. Following review with City staff, develop and submit a final PDF and an electronic copy.

Task 4.20 – Emergency Response Plan Update

Following completion of Task 3.5, the hazard review, the Consultant will provide the City with a draft report documenting the review and recommendations for review and comments. A workshop will be held to present the results of the draft report and to solicit comments on the report, including recommendations. The Consultant will then incorporate responses to one consolidated set of City comments in a final report.

Upon approval of the City of the final report and recommendations, the Consultant will review and modify the emergency response plans for each facility to incorporate changes to respond to the approved recommendations. A draft of each response plan will be provided to the City followed by a meeting with City staff to discuss the recommended modifications to the emergency response plans. The consultant assumes two rounds of revision and City review of the emergency response plans prior to finalization of the plans.

The Consultant will prepare a 2-hour training presentation and present it to applicable City staff on the new/modified operating procedures and emergency response plans. Consultant has included up to 4 training sessions to accommodate City staff schedules.

The consultant will perform a verification review of the six facilities approximately six to nine months after completion of the hazard review and update of the emergency response plans. The purpose of the verification review will be for the Consultant to assess adherence with the approved recommendations in the final report and revised emergency response plans. Consultant will provide minor revisions to the emergency response plans, if necessary, upon completion of the verification review.

- Deliverables:
  - Draft and final emergency response plan for each facility in electronic format along with two hard copies.
  - Draft and final training materials.

Task 4.21 – Water Operations Water Supply Planning Tool

Consultant will provide a Water Operations Water Supply Planning Tool that will allow the City to optimize production costs, make best use of local resources, and maximize revenue generated. This tool will provide the City a method to quickly analyze the finished water concentrations of hardness and total dissolved solids (TDS) for any combination of the different source waters. The tool will be developed in Excel or Access and will allow the Water Operations staff to vary the concentrations in each supply source as it changes and will be useful by allowing staff to determine the allowable blend scenarios or develop strategies for future needs. Consultant anticipates completing the work in two phases (with the potential for a third phase which is not included but could be added in the future if needed as follows:

- **Phase I** – Consultant will prepare a Technical Memorandum (TM) to outline what will be included/not included in the tool. Consultant will conduct one (1) workshop with the City to define the scope of work for the tool with the City. Comments from the workshop will be included in the TM.
- **Phase II** – Consultant will develop the tool based on the TM. To better define the level of effort needed to complete this task, Consultant has assumed the tool will include the following elements:

1. **Existing Facilities:**
   a. Provide process diagram user interface including an overview of the following:
      i. Facilities:
         1. Blending Stations No. 1, 2, 3, 4, 5 & 6 (includes distribution points)
         2. Desalter
         3. Disinfection
            a. Sodium Hypochlorite
            b. Aqueous Ammonia
      ii. Sources:
         1. Calleguas Municipal Water District
         2. Raw Water Local Wells (Nos. 20, 22, 23, 28, 29, 30, 31)
         3. United Water Conservation District
         4. Desalter Permeate (Local Well Nos. 32, 33 & 34)
2. **Tool Constraints:**
   a. **Physical:** Identify and include limits that pertain to volumetric flow rates and storage capacity. A user interface will be provided to change these limits in the future.
   b. **Public Health Goals:** Include limits related to two of Oxnard's Public Health Goals: total dissolved solids (TDS) and hardness.
   c. **Groundwater:** Identify agreements in place that restrict groundwater pumping. A user interface will be provided to prompt the user for the allotted water rights projected on an annual basis.
   d. Consultant has assumed that there is currently no supply constraint related to the State Water Project.
3. **Water Quality Interface:** Provide a user interface for input of water quality data for each source to be determined by the City and or its suppliers.
4. **Production Costs and Revenue:** Provide a user interface for input of unit cost data ($ per acre foot) for each of the City's sources (to be provided by the City). Provide an additional user interface for input of unit production costs for power and chemicals. Tool will calculate the total cost of developing each source.

5. **Main Interface:** Create simple one-line process diagram interface showing all sources, facilities and distribution points mentioned above and having input for demand and blend ratios. Main interface will have adjustable goals (up to three) such as total dissolved solids (TDS) and hardness. After user provides inputs, main interface will coordinate all inputs, goals and constraints and provide feedback on whether goals are achieved or not possible. Main interface will provide a summary of costs and revenue for every scenario allowing staff to optimize production costs, make best use of local resources, and maximize revenue generated.
6. **Forecasting:** The tool will be able to store a limited amount of data for the purpose of forecasting. The data storage will enable the tool to project monthly, quarterly or yearly water supply strategies.
7. **Report Interface:** Provide an ability to export one report as a PDF showing all input and output parameters.

User interfaces are expected to consist of locked spreadsheets with changeable input variables. Programming will be limited to the logic needed to analyze inputs provided in the user interfaces and check against constraints and goals. Consultant expects the programming effort to not exceed 280 hours. Consultant expects the overall effort to not exceed 352 hours.

Consultant will conduct one (1) review workshop of the tool with Water Division staff. Consultant will collect comments from review workshop and incorporate into final tool.

- **Phase III** (If needed - Future Authorization) – Consultant has assumed that work outlined above will meet the City's expectations and this effort has been budgeted for a streamlined effort and thus cannot accommodate additional features or changes to expectations once development of the tool is underway. Thus, once the development phase is underway, any additional changes or add-ons are outside the level of effort defined in Phase II, and additional functionality that may be, identified by the City would need to be completed in a future phase that is not part of this amendment.

- Deliverables: TM, Draft and Final tool.

TASK 5 – ORGANIZATION SUPPORT ($303,706)

Task 5.1 – Review and Update Health and Safety Procedures

Consultant will provide approximately 485 hours to support the following tasks for Phase 2:

1. Coordinate staff safety training course work requirements with City staff (including Train-the-Trainer courses) and establish training schedules (does not include actual training classes).
2. Update existing procedures for responding to emergencies, such as those involving an employee, injury to a member of the public or damage to water facilities.
3. Provide support to City staff in investigating employee accidents to determine cause, effect, liability and prevention methods (assumes maximum of three incidents per year).
4. Support City's analysis of accident reports to determine frequency, loss trends & jointly recommend methods/procedures for mitigation.
5. Assist City staff in the identification of safety improvement opportunities with respect to work processes and procedures.
6. Identify potential safety improvements with Section management and assist in the implementation of final improvements.

Task 5.2 – Operations and Maintenance (O&M) Manuals

Consultant will perform the following tasks:

- Coordinate tasks with similar efforts associated with Wastewater Division.
- Assess existing O&M documentation.
- Prepare O&M manual for Blending Station No. 2, 4 and 5. O&M Manuals will be consistent with preferred City format (AWPF O&M Manual). Blending Station No. 7 O&M Manual will be prepared by design engineer. The O&M Manual will include the following elements:
    - Introduction and Facility Overview

- Record Drawings and Process Flow Schematic
- Process Description
- Safety Features and Emergency Information
- Start-up, Normal Operation and Shutdown Procedures
- Routine and Long-Term Maintenance Procedures
- Troubleshooting
- Manufacturers Service Representatives

- Attend approximately five 2-hour review meetings (includes preparation time).

➢ Deliverables: Draft and Final O&M Manuals for Blending Stations No. 2, 4 and 5.

Task 5.6 – Develop Training Program

Consultant will perform the following tasks as part of Phase 2:

- Create position training matrix for review by the City.
- Develop updates to existing training program including state certification goals.
- Coordinate staff training with City staff (including Train-the-Trainer courses).
- Develop appropriate training materials to be presented by Trainer.
- Assist City staff in training all operations, maintenance and regulatory compliance staff. Consultant will present first of each training session and observe/support the City Trainer in subsequent sessions.
- Meet with City staff during development of training programs.
- Provide Senior and Supervisor Training Management
- Develop centralized tracking method for monitoring completed trainings

TASK 6 – SUPPORT ($47,357)

Task 6.2 – Implementation of Recordkeeping Procedures

Implement the recommendations developed in Task 5.4 of Phase 1 of the recordkeeping procedures. This includes addressing the gap assessment, improving efficiency in managing records, implementing procedures and policies related to digitalizing files, eliminating old drafts, centralizing and organizing digital documents and manage ongoing record keeping. Implement training of procedures, file naming conventions, handling of electronic correspondence. Effort includes 400 hours of support including having two clerical positions on-site to help set-up the file system.

Assist City staff in preparing updates to policies and procedures for record keeping:

- Administration of Program
- Records Retention Schedules
- Transferring Records to Storage
- Filing Principles and Guidelines
- Records Destruction
- Archiving old files

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On-Call Civil Engineering Services

SCOPE OF SERVICES

EXHIBIT A

The Task Order proposal shall identify a concise description of the scope of work to be performed by the consultant firm and how the consultant plans on completing the work and include a schedule for each assigned task. It is up to the consultant to determine the best and most cost-effective method to complete the work so that the assigned task order project can be constructed to the satisfaction of the City of Oxnard. The task order will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by City and Consultant for all services and under agreement amount; individual task order funds will be encumbered based on quote provided to City by Consultant per task order. These typical task order services will include but not be limited to the following:

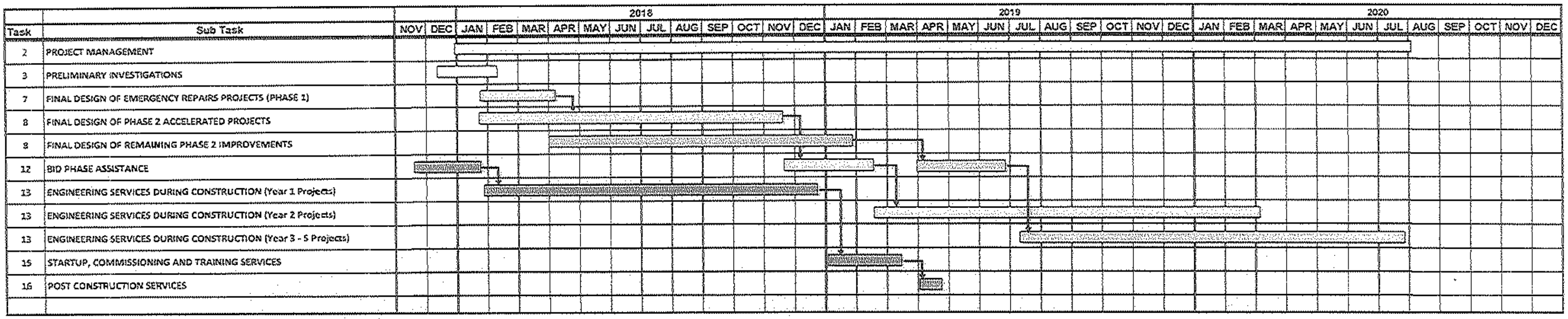
a. Meet with or communicate with Project Manager or designee to determine scope of Task Order and then submit proposal and schedule for Task Order assigned, with all known cost included.
b. Prepare and distribute any meeting minutes for a task order assignment.
c. Obtain approval of all required plan checks and permits for City, County, State or other entity.
d. Track all design services for all individual projects as assigned by task order.
e. Assist the City in obtaining all required permits as may be necessary from any Agency.
f. Provide quality control.
g. Perform cost estimates for each milestone included in each task order.
h. Perform a constructability analysis as may be required for each task order assigned.
i. Construction Services - Review RFIs (requests for information), submittals, and shop drawings associated with each task order assigned.
j. Maintain good recordkeeping; including task order number and dollar amounts as assigned.
k. Provide a schedule of each task, the overall design schedule and construction phase.
l. Schedule meetings with City as necessary during design.
m. Provide value engineering recommendations to City staff members and architect/engineer.
n. Keep daily communication or as required with City staff and subconsultants per assignment.

o. Aid with any development of projects for the City in the following ways:

- Design development
- Constructability reviews
- Estimates
- Plan checking
- Plan reviewing
- Site visits
- Analyses
- Maintenance management plans
- Master plans
- Environmental analysis
- Post-design services
- Surveying services
- Traffic engineering services
- Landscape design services
- Attend City meetings as requested

p. Other duties as may be required by City staff for these types of services.

Wastewater Project
Schedule Exhibit B



PHASE 1 EMERGENCY PROJECTS
- Cogeneration Units Refurbishment (2 units)
- Primary Clarifiers Upgrades
- Chemically Enhanced Primary Treatment
- Biotowers Reinforcement
- Belt Filter Press Replacement (2 Units)
- Laboratory HVAC replacement
- Headworks - Covers and Ventilation Modifications

PHASE 2 ACCELERATED PROJECTS
- Emergency Generator and Main Electrical Building
- Site Security Upgrades
- Maintenance Storage Building
- Motor Control Centers Replacements

PHASE 2 REMAINING PROJECTS
- Headworks Odor Control Improvements
- Aeration Basins - Air Supply Improvements
- Inter-stage Pump Station Improvements
- Effluent Pump Station Improvements
- Anaerobic Digestion Improvements
- Cogeneration Units Refurbishment (1 Unit)
- Belt Filter Press Replacement (2 Units)
- Site Piping Replacements
- SCADA System Upgrade

WATER PROJECTS
SCHEDULE EXHIBIT B

			2014						2015												2016						
Task	Description	NTP	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
0	Project Management	Date																									
0.1	Prepare Project Charter		NTP	X																							
0.2	Prepare Project Plan			X																							
0.3	Prepare Monthly Progress Reports/Earned Value			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
0.4	Project Management and QA/QC			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
1	Plant Operations																										
1.1	Project/Agency Meetings			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
1.2	Mangement Meetings			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
1.3	Management and Support			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
2	Water Resources Management																										
2.1	Update Water Conservation Program			X	X	D	F																				
2.2	Water Conservation Program Management			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
2.3	Water Supply Management			X	D	F																					
2.4	Water Quality Management			X	D	F																					
2.5	Update Public Health Goals (Phase 2)																	X	D	F							
2.6	Update Landscape Standards & Landscape Audits (Phase 2)														X	X	X	X	X	X							
3	Permitting																										
3.1	Regulatory Status Assessment			X	D	F																					
3.2	Regulatory Meetings			X	X																						
3.3	Environmental Management System (Phase 2)																X	D	F								
4	Plant Optimization																										
4.1	Blending Station No. 1 Deralter Optimization Study			X	X	D	F																				
4.2	Blending Station No. 7					X	D	F																			
4.30	Channel Islands CSD Negotiation Support				X	X	X																				
4.4	O-H Pipeline Contract Negotiation Support		X	X	X	X	X	X	X	X	X	X	X	X													
4.5	Emergency Water Supply Connections				X	X	D	F																			
4.6	Ocean View Emergency Supply			X	D	F																					
4.7	Oxnard Conduit Condition Assessments (MP Assessment Complete in 11/14)							X	X	D	F																
4.8	AMR Replacement (Coordinate with MP)				X	X	D	F	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
4.9	Bypass Pipe Survey				X	D	F																				
4.10	Spare Parts/Maintenance			X	X	D	F																				
4.11	Security Assessment and Improvements				X	X	D	F																			
4.12	Emergency Project Implementation			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
4.13	Flushing Program (Phase 2)														X	X	X	D	F								
4.14	Infrastructure Reviews (Phase 2)														X	X	X	X	X	X	X	X	X	X	X	X	X
4.15	Water Campus Master Plan Update (Phase 2)										X	X	X	X	D	F											
4.16	Valve Exercising Program (Phase 2)														X	X	X	D	F								
4.17	Chemical Building III (Phase 2)											X	X	D	F												
4.18	BS No. 2 Improvements (Phase 2)																X	X	X	D	F						
4.19	Coordinate CMMS (MP CMMS Complete in 9/15) - Phase 2																	X	X	X	X	X	X	X	X	X	X
5	Organization Optimization																										
5.1	Review and Update Health and Safety Procedures				X	X	X	X	X	X	X	X	X	X													
5.2	Operations and Maintenance Manuals				X	X	X	X	D	F																	
5.3	Admin Procedures (Joint recommendations)				X	D	F																				
5.4	Update Records Keeping Procedures				X	D	F																				
5.5	Organization Study			X	X	D	F																				
5.6	Develop Training Program			X	X	X	X	D	F																		
5.7	Procurement Documents				X	X	D	F																			
6	Support																										
6.1	Review of Water Division Agreements			X	X	D	F																				
6.2	Implementation of Recordkeeping Procedures						X	X	X	X	X																
6.3	Develop Operating Budget									X	X	X	X	X													
7	Transition																										
7.1	Preparation of Transition Plan									X	X	X	X	X													

NOTES:
- NTP Notice To Proceed
- X Task Execution
- D Draft Deliverable
- F Final Deliverable

WATER PROJECTS
SCHEDULE EXHIBIT B-1

Project Schedule
Oxnard Water Operations
Amendment No. 1 Phase 2 Services

Task Name	Duration	Start	Finish
Amendment No. 1 (Phase II and "new" items)			
Water Operations Support	732 days	Tue 7/22/14	Fri 7/22/16
City Council Award Contract	0 days	Tue 7/22/14	Tue 7/22/14
0.1 Project Charter (Phase I)	126 days	Tue 7/22/14	Mon 11/24/14
0.2 Project Plan (Phase I)	28 days	Tue 7/22/14	Mon 8/18/14
0.3 - Prepare Monthly Progress Reports (Phase I & II)	732 days	Tue 7/22/14	Fri 7/22/16
0.4 PM and QA/QC Coordination (Phase I & II)	732 days	Tue 7/22/14	Fri 7/22/16
1.1 - Project/Agency Mtgs/Coordination (Phase I & II)	732 days	Tue 7/22/14	Fri 7/22/16
1.2 Management Mtgs/Coordination (Phase I & II)	732 days	Tue 7/22/14	Fri 7/22/16
1.3 - Operations Support (Phase I & II)	732 days	Tue 7/22/14	Fri 7/22/16
2.1 - Water Conservation Program Support (Phase I & II)	732 days	Tue 7/22/14	Fri 7/22/16
2.2 Water Supply Management (Phase I & II)	732 days	Tue 7/22/14	Fri 7/22/16
2.3 - Hardness Feasibility Evaluation (Phase II)	480 days	Tue 3/31/15	Fri 7/22/16
2.7 VC Rule (new)	245 days	Tue 3/31/15	Mon 11/30/15
2.8 Internship Program Development (new)	480 days	Tue 3/31/15	Fri 7/22/16
2.9 AWPF Exhibit and Outreach Support (new)	480 days	Tue 3/31/15	Fri 7/22/16
2.10 - Urban Water Management Plan (new)	480 days	Tue 3/31/15	Fri 7/22/16
3.1 - Regulatory Status Assessment (Phase I)	366 days	Tue 7/22/14	Wed 7/22/15
3.3 Environmental Management System (Phase II)	480 days	Tue 3/31/15	Fri 7/22/16
3.4 Update CalARP for Aqueous Ammonia System (new)	46 days	Thu 1/1/15	Sun 2/15/15
3.5 Hazardous Materials Assessment and Disaster Plan (new)	480 days	Tue 3/31/15	Fri 7/22/16
4.1 BS No. 1 Desalter Optimization (Phase I)	366 days	Tue 7/22/14	Wed 7/22/15
4.2 Blending Station No. 7 (Phase I)	732 days	Tue 7/22/14	Fri 7/22/16
4.3 AMR Replacement (Phase I & II)	732 days	Tue 7/22/14	Fri 7/22/16
4.4 Bypass Pipe Survey (Phase I)	732 days	Tue 7/22/14	Fri 7/22/16
4.5 Spare Parts/Maintenance (Phase I)	732 days	Tue 7/22/14	Fri 7/22/16
4.6 - Emergency/Immediate Needs Projects (Phase I & II)	732 days	Tue 7/22/14	Fri 7/22/16
4.9 - Emergency Water Supply Connection - Ventura	480 days	Tue 3/31/15	Fri 7/22/16
4.13 Flushing Program (Phase II)	480 days	Tue 3/31/15	Fri 7/22/16
4.14 Infrastructure Reviews (Phase II)	480 days	Tue 3/31/15	Fri 7/22/16
4.15 - Water Campus Site Grading, Paving and Drainage (Phase II)	480 days	Tue 3/31/15	Fri 7/22/16
4.16 Valve Exercising Program (Phase II)	480 days	Tue 3/31/15	Fri 7/22/16
4.17 - Chemical Building No. 3 (Phase II)	480 days	Tue 3/31/15	Fri 7/22/16
4.19 CMMS Support and System-wide Condition Assessment (Phase II)	480 days	Tue 3/31/15	Fri 7/22/16
4.20 Emergency Response Plan Update (new)	480 days	Tue 3/31/15	Fri 7/22/16
4.21 - Water Operations Water Supply Planning Tool (new)	480 days	Tue 3/31/15	Fri 7/22/16
5.1 Review/Update H&S Procedures (Phase I & II)	366 days	Tue 7/22/14	Wed 7/22/15
5.2 O&M Manuals (Phase I & II)	366 days	Tue 7/22/14	Wed 7/22/15
5.3 Admin Procedures (Phase I)	366 days	Tue 7/22/14	Wed 7/22/15
5.4 - Records Keeping Procedures (Phase I)	366 days	Tue 7/22/14	Wed 7/22/15
5.5 Organization Study (Phase I)	732 days	Tue 7/22/14	Fri 7/22/16
5.6 Develop Training Program (Phase I & II)	732 days	Tue 7/22/14	Fri 7/22/16
5.7 - Procurement Documents (Phase I)	366 days	Tue 7/22/14	Wed 7/22/15
6.1 Water Division Agreements (Phase I)	366 days	Tue 7/22/14	Wed 7/22/15
6.2 Implementation of Recordkeeping Procedures (Phase II)	480 days	Tue 3/31/15	Fri 7/22/16
7.1 Preparation of Transition Plan (Phase I)	732 days	Tue 7/22/14	Fri 7/22/16
End of Contract	1 day	Fri 7/22/16	Fri 7/22/16

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On-Call Civil Engineering Services

SCHEDULE

EXHIBIT B

All work shall be completed in accordance with the schedule the City provides in the task order or by other written document.

Wastewater Project
Costs Exhibit C

Task	Description	Amendment 2 Hours (hr)	Amendment 2 Total Cost ($)
0.0	PROJECT MANAGEMENT - RATE STUDY SUPPORT	-	-
1.0	CONCEPTUAL PLAN AND RATE STUDY SUPPORT	-	-
2.0	PROJECT MANAGEMENT	1,424	$286,287
3.0	PRELIMINARY INVESTIGATIONS	80	$111,200
4.0	PERMITTING	-	-
5.0	RIGHT OF WAY ACQUISITION SERVICES	-	-
6.0	PRELIMINARY DESIGN OF PHASE 1 AND 2 IMPROVEMENT PROJECTS	-	-
7.0	FINAL DESIGN OF EMERGENCY REPAIRS PROJECTS (PHASE 1)	304	$44,960
8.0	FINAL DESIGN OF RELIABILITY IMPROVEMENTS (PHASE 2)	25,968	$4,156,530
9.0	DESIGN DEVELOPMENT OF PLANT CONVERSION AND UPGRADES (PHASE 3)	-	-
10.0	PILOT STUDY FOR MEMBRANE BIOREACTOR PROCESS	-	-
11.0	FINAL DESIGN OF PLANT CONVERSION (PHASE 3)	-	-
12.0	BID PHASE ASSISTANCE	640	$110,324
13.0	ENGINEERING SERVICES DURING CONSTRUCTION	5,396	$900,811
14.0	POST DESIGN SERVICES	-	-
15.0	STARTUP, COMMISSIONING AND TRAINING SERVICES	592	$102,458
16.0	POST CONSTRUCTION SERVICES	408	$72,727
	Total	34,812	$ 5,785,297

All costs for specific tasks are approximations.
Funds may be moved by the Project Manager
and Consultant's delegee from one task to another.

WATER PROJECTS
COSTS EXHIBIT C

Task	Description	Principal Hours	Principal $	Senior II Hours	Senior II $	Senior I Hours	Senior I $	Associate Hours	Associate $	CADD Hours	CADD $	Admin Hours	Admin $	Sub - HNS $	Sub - KEH $	ODCs $	Total Hours	Total $	Phase 1	Phase 2
0	Project Management																			
0.1	Prepare Project Charter	24	$ 5,472	24	$ 4,584	0	$ -	16	$ 2,224	0	$ -	12	$ 888	$ -	$ -	$ 395	76	$ 13,583	$ 13,583	
0.2	Prepare Project Plan	80	$ 18,240	40	$ 7,640	0	$ -	0	$ -	0	$ -	20	$ 1,480	$ -	$ -	$ 821	140	$ 28,181	$ 28,181	
0.3	Prepare Monthly Progress Reports/Earned V	0	$ -	192	$ 36,672	0	$ -	192	$ 26,688	0	$ -	0	$ -	$ -	$ -	$ 1,901	384	$ 65,261	$ 32,630	$ 32,630
0.4	Project Management and QA/QC Coordinat	80	$ 18,240	416	$ 79,456	0	$ -	0	$ -	0	$ -	192	$ 14,208	$ -	$ 63,534	$ 3,357	1,280	$ 198,795	$ 99,398	$ 99,398
1	Plant Operations Coordination																			
1.1	Project/Agency Meetings and Coordination	0	$ -	208	$ 39,728	0	$ -	0	$ -	0	$ -	0	$ -	$ -	$ -	$ 1,192	208	$ 40,920	$ 20,460	$ 20,460
1.2	Mangement Meetings and Coordination	0	$ -	208	$ 39,728	0	$ -	0	$ -	0	$ -	0	$ -	$ -	$ -	$ 1,192	208	$ 40,920	$ 20,460	$ 20,460
1.3	Management and Support	0	$ -	1248	$ 238,368	0	$ -	0	$ -	0	$ -	192	$ 14,208	$ -	$ -	$ 7,577	1,440	$ 260,153	$ 130,077	$ 130,077
2	Water Resources Management																			
2.1	Water Conservation Program Support	60	$ 13,680	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ 119,519	$ -	$ 410	788	$ 133,610	$ 66,805	$ 66,805
2.2	Water Supply Management	30	$ 6,840	55	$ 10,505	85	$ 14,110	60	$ 8,340	0	$ -	20	$ 1,480	$ -	$ -	$ 1,238	250	$ 42,513	$ 42,513	
2.3	Water Quality Management	30	$ 6,840	55	$ 10,505	85	$ 14,110	60	$ 8,340	0	$ -	20	$ 1,480	$ -	$ -	$ 1,238	250	$ 42,513		$ 42,513
2.4	Update Water Conservation Plan	40	$ 9,120	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ 96,350	$ -	$ 274	580	$ 105,744		$ 105,744
2.5	Update Public Health Goals	16	$ 3,648	20	$ 3,820	50	$ 8,300	0	$ -	0	$ -	20	$ 1,480	$ -	$ -	$ 517	106	$ 17,765		$ 17,765
2.6	Update Landscape Standards & Landscape	40	$ 9,120	40	$ 7,640	130	$ 21,580	0	$ -	60	$ 7,920	20	$ 1,480	$ 23,389	$ -	$ 1,432	440	$ 72,561		$ 72,561
3	Permitting																			
3.1	Regulatory Status Assessment	0	$ -	16	$ 3,056	0	$ -	0	$ -	0	$ -	0	$ -	$ -	$ 33,440	$ 92	216	$ 36,588	$ 36,588	
3.2	Regulatory Meetings	0	$ -	16	$ 3,056	0	$ -	0	$ -	0	$ -	0	$ -	$ -	$ 5,016	$ 92	46	$ 8,164		$ 8,164
3.3	Environmental Management System	0	$ -	16	$ 3,056	0	$ -	0	$ -	0	$ -	0	$ -	$ -	$ 77,088	$ 92	456	$ 80,236		$ 80,236
4	Plant Optimization																			
4.1	Blending Station No. 1 Desalter Optimizatio	120	$ 27,360	120	$ 22,920	160	$ 26,560	240	$ 33,360	60	$ 7,920	30	$ 2,220	$ -	$ 7,392	$ 3,610	770	$ 131,342	$ 131,342	
4.2	Blending Station No. 7	40	$ 9,120	32	$ 6,112	160	$ 26,560	150	$ 20,850	40	$ 5,280	8	$ 592	$ -	$ -	$ 2,055	430	$ 70,569	$ 70,569	
4.3	AMR Replacement	32	$ 7,296	40	$ 7,640	512	$ 84,992	0	$ -	0	$ -	60	$ 4,440	$ -	$ -	$ 3,131	644	$ 107,499	$ 53,750	$ 53,750
4.4	Bypass Pipe Survey	12	$ 2,736	16	$ 3,056	40	$ 6,640	40	$ 5,560	0	$ -	24	$ 1,776	$ -	$ -	$ 593	132	$ 20,361	$ 20,361	
4.5	Spare Parts/Maintenance	40	$ 9,120	32	$ 6,112	60	$ 9,960	160	$ 22,240	0	$ -	40	$ 2,960	$ -	$ 7,392	$ 1,612	372	$ 59,296	$ 59,296	
4.6	Emergency Project Implementation	350	$ 79,800	240	$ 45,840	650	$ 107,900	540	$ 75,060	450	$ 59,400	54	$ 3,996	$ -	$ -	$ 11,160	2,284	$ 383,156	$ 191,578	$ 191,578
4.7	Channel Islands CSD Negotiation Support	8	$ 1,824	16	$ 3,056	24	$ 3,984	0	$ -	0	$ -	8	$ 592	$ -	$ -	$ 284	56	$ 9,740		$ 9,740
4.8	O-H Pipeline Contract Negotiation Support	20	$ 4,560	80	$ 15,280	40	$ 6,640	40	$ 5,560	12	$ 1,584	20	$ 1,480	$ -	$ -	$ 1,053	212	$ 36,157		$ 36,157
4.9	Emergency Water Supply Connections	24	$ 5,472	38	$ 7,258	40	$ 6,640	65	$ 9,035	20	$ 2,640	12	$ 888	$ -	$ -	$ 958	199	$ 32,891		$ 32,891
4.10	Ocean View Emergency Supply	8	$ 1,824	24	$ 4,584	0	$ -	60	$ 8,340	0	$ -	8	$ 592	$ -	$ -	$ 460	100	$ 15,800		$ 15,800
4.11	Oxnard Conduit Condition Assessments	120	$ 27,360	40	$ 7,640	120	$ 19,920	0	$ -	20	$ 2,640	12	$ 888	$ -	$ -	$ 1,763	312	$ 60,201		$ 60,201
4.12	Security Assessment and Improvements	120	$ 27,360	36	$ 6,876	40	$ 6,640	95	$ 13,205	0	$ -	24	$ 1,776	$ -	$ -	$ 1,676	315	$ 57,533		$ 57,533
4.13	Flushing Program	50	$ 11,400	50	$ 9,550	180	$ 29,880	110	$ 15,290	40	$ 5,280	24	$ 1,776	$ -	$ -	$ 2,165	454	$ 75,371		$ 75,371
4.14	Infrastructure Reviews	25	$ 5,700	100	$ 19,100	120	$ 19,920	120	$ 16,680	20	$ 2,640	8	$ 592	$ -	$ -	$ 1,839	393	$ 66,571		$ 66,571
4.15	Water Campus Master Plan Update	100	$ 22,800	80	$ 15,280	260	$ 43,160	180	$ 25,020	65	$ 8,580	32	$ 2,368	$ -	$ -	$ 3,616	717	$ 120,724		$ 120,724
4.16	Valve Exercising Program	80	$ 18,240	80	$ 15,280	260	$ 43,160	280	$ 38,920	65	$ 8,580	18	$ 1,332	$ -	$ -	$ 3,765	783	$ 129,277		$ 129,277
4.17	Chemical Building III	45	$ 10,260	45	$ 8,595	110	$ 18,260	180	$ 25,020	90	$ 11,880	18	$ 1,332	$ -	$ -	$ 2,260	498	$ 77,607		$ 77,607
4.18	BS No. 2 Improvements	45	$ 10,260	60	$ 11,460	90	$ 14,940	150	$ 20,850	50	$ 6,600	12	$ 888	$ -	$ -	$ 1,950	497	$ 66,948		$ 66,948
4.19	Coordinate CMMS	60	$ 13,680	50	$ 9,550	0	$ -	150	$ 20,850	0	$ -	40	$ 2,960	$ -	$ -	$ 1,411	303	$ 48,451		$ 48,451
5	Organization Optimization																			
5.1	Review and Update Health and Safety Proc	80	$ 18,240	30	$ 5,730	0	$ -	0	$ -	0	$ -	0	$ -	$ -	$ 134,637	$ 719	970	$ 159,626	$ 79,813	$ 79,813
5.2	Operations and Maintenance Manuals	95	$ 21,660	260	$ 49,660	350	$ 58,100	440	$ 61,160	60	$ 7,920	60	$ 4,440	$ -	$ 35,508	$ 6,088	1,445	$ 244,536	$ 122,268	$ 122,268
5.3	Admin Procedures (joint recommendations)	60	$ 13,680	60	$ 11,460	80	$ 13,280	120	$ 16,680	0	$ -	40	$ 2,960	$ -	$ 4,884	$ 1,742	384	$ 64,686	$ 64,686	
5.4	Update Records Keeping Procedures	20	$ 4,560	60	$ 11,460	120	$ 19,920	0	$ -	0	$ -	40	$ 2,960	$ -	$ 4,884	$ 1,167	254	$ 44,951	$ 44,951	
5.5	Organization Study	90	$ 20,520	32	$ 6,112	90	$ 14,940	0	$ -	0	$ -	24	$ 1,776	$ -	$ 4,884	$ 1,300	268	$ 49,532	$ 49,532	
5.6	Develop Training Program	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ -	$ 157,744	$ -	928	$ 157,744	$ 70,985	$ 86,759
5.7	Procurement Documents	60	$ 13,680	60	$ 11,460	120	$ 19,920	0	$ -	0	$ -	30	$ 2,220	$ -	$ 4,884	$ 1,418	294	$ 53,582	$ 53,582	
6	Support																			
6.1	Review Water Division Agreements	15	$ 3,420	40	$ 7,640	40	$ 6,640	60	$ 8,340	0	$ -	24	$ 1,776	$ -	$ -	$ 834	179	$ 28,650	$ 28,650	
6.2	Implementation of Recordkeeping Procedur	8	$ 1,824	32	$ 6,112	0	$ -	120	$ 16,680	0	$ -	120	$ 8,880	$ -	$ -	$ 1,005	280	$ 34,501		$ 34,501
6.3	Develop Operating Budget	60	$ 13,680	120	$ 22,920	160	$ 26,560	0	$ -	0	$ -	20	$ 1,480	$ -	$ -	$ 1,939	360	$ 66,579		$ 66,579
7	Transition																			
7.1	Preparation of Transition Plan	40	$ 9,120	40	$ 7,640	60	$ 9,960	0	$ -	0	$ -	24	$ 1,776	$ -	$ -	$ 855	164	$ 29,351	$ 29,351	
	Total	2227	$ 507,756	4467	$ 853,197	4236	$ 703,176	3628	$ 504,292	1052	$ 138,864	1330	$ 98,420	$ 239,258	$ 651,587	$ 54,171	21,769	$ 3,690,722	$ 1,561,389	$ 2,129,333

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WATER PROJECTS
COSTS EXHIBIT C-1

Oxnard Water Operations
Amendment No.1, Phase 2 Services

Rev: 3/05/2015
Printed: 4/9/2015

Task	SubTask	SubTask	Description		Principal	Senior II	Senior I	Associate	CADD	Admin	Labor	Sub-MNS	Sub-KEH	ODCs	Total	
0.0			Program Management													$ 187,561
	0.3		Monthly Progress Reports/Earned Value	hr	36	0	0	144	0	48					228	
				$	$8,454	$0	$0	$20,616	$0	$3,659	$32,729			$ 2,782		$ 35,511
	0.4		Project Management and QA/QC Co-ordination	hr	245	0	0	480	0	163					898	
				$	$57,536	$0	$0	$70,153	$0	$12,449	$ 140,138			$ 11,912		$ 152,050
1.0			Plant Operations Coordination													$ 206,102
	1.1		Project Agency Meetings	hr	48	0	0	96	0	24					168	
				$	$11,272	$0	$0	$13,744	$0	$1,829	$ 26,846			$ 2,282		$ 29,128
	1.2		Management Meetings	hr	72	0	0	120	0	24					216	
				$	$16,908	$0	$0	$17,180	$0	$1,829	$ 35,918			$ 3,053		$ 38,971
	1.3		Management and Support	hr	288	0	0	384	0	48					720	
				$	$67,634	$0	$0	$54,977	$0	$3,659	$ 126,270			$ 10,733		$ 137,003
2.0			Water Resources Management													$ 647,744
	2.1		Water Conservation Program Support	hr	4	0	0	8	0	2					14	
				$	$939	$0	$0	$1,145	$0	$152	$ 2,237	$ 22,475		$ 3,561		$ 28,273
	2.2		Water Supply Management	hr	20	0	0	40	0	10					70	
				$	$4,697	$0	$0	$5,727	$0	$762	$ 11,186	$ 229,890		$ 35,434		$ 276,510
	2.3		Hardness Feasibility Evaluation	hr	16	48	0	100	0	20					184	
				$	$3,757	$9,443	$0	$14,317	$0	$1,524	$ 29,042			$ 2,469		$ 31,511
	2.7		VC Rule	hr	4	0	0	8	0	2					14	
				$	$939	$0	$0	$1,145	$0	$152	$ 2,237	$ 42,145		$ 6,512		$ 50,894
	2.8		Internship Program Development	hr	80	100	140	180	0	40					520	
				$	$18,787	$19,673	$23,937	$22,907	$0	$3,049	$ 88,353			$ 7,510		$ 95,863
		2.8.1	*Utilities & Engineering: Water Division*	hr	16	20	28	32	0	8					104	
				$	$3,757	$3,935	$4,787	$4,581	$0	$610	$ 17,671			$ 1,502		$ 19,173
		2.8.2	*Utilities & Engineering: Wastewater Division*	hr	16	20	28	32	0	8					104	
				$	$3,757	$3,935	$4,787	$4,581	$0	$610	$ 17,671			$ 1,502		$ 19,173
		2.8.3	*Utilities & Engineering: Environmental Compliance*	hr	16	20	28	32	0	8					104	
				$	$3,757	$3,935	$4,787	$4,581	$0	$610	$ 17,671			$ 1,502		$ 19,173
		2.8.4	*Utilities & Engineering: Engineering & Maintenance Division*	hr	16	20	28	32	0	8					104	
				$	$3,757	$3,935	$4,787	$4,581	$0	$610	$ 17,671			$ 1,502		$ 19,173
		2.8.5	*Design and Construction Services*	hr	16	20	28	32	0	8					104	
				$	$3,757	$3,935	$4,787	$4,581	$0	$610	$ 17,671			$ 1,502		$ 19,173
	2.9		AWPF Exhibit and Outreach Support	hr	74	0	0	148	0	37					259	
				$	$17,378	$0	$0	$21,169	$0	$2,820	$ 41,387			$ 3,518		$ 44,905
	2.10		2015 Urban Water Management Plan	hr	20	0	0	40	0	10					70	
				$	$4,697	$0	$0	$5,727	$0	$762	$ 11,186	$ 93,610		$ 14,992		$ 119,788
3.0			Permitting													$ 180,111
	3.3		Environmental Management System	hr	8	24	0	12	0	0					44	
				$	$1,879	$4,722	$0	$1,718	$0	$0	$ 8,318		$ 70,080	$ 11,219		$ 89,617
	3.4		Update Accidental Release Program for Aqueous Ammonia Sys.	hr	8	16	0	12	0	0					36	
				$	$1,879	$3,148	$0	$1,718	$0	$0	$ 6,744		$ 24,605	$ 4,264		$ 35,613

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WATER PROJECTS
COSTS EXHIBIT C-1

Oxnard Water Operations
Amendment No.1, Phase 2 Services

Rev: 3/05/2015
Printed: 4/9/2015

Task	SubTask	SubTask	Description		Principal	Senior II	Senior I	Associate	CADD	Admin	Labor	Sub-MNS	Sub-KEH	ODCs		Total
	3.5		Hazardous Materials Assessment Plan & Disaster Plan	hr	16	160	0	136	24	24					360	
				$	$3,757	$31,477	$0	$19,471	$3,263	$1,829	$ 59,798			$ 5,083		$ 64,880
4.0			Plant Optimization													$ 1,120,723
	4.3		AMR Replacement	hr	16	48	80	160	0	28					332	
				$	$3,757	$9,443	$13,678	$22,907	$0	$2,134	$ 51,920			$ 4,413		$ 56,333
	4.6		Immediate Needs Projects	hr	60	120	240	480	260	40					1200	
				$	$14,090	$23,608	$41,035	$68,722	$35,350	$3,049	$ 185,853			$ 15,798		$ 201,651
	4.9		Emergency Water Supply Connection - Ventura	hr	22	28	39	44	88	11					231	
				$	$5,166	$5,410	$6,583	$6,299	$11,964	$838	$ 36,262			$ 3,082		$ 39,344
	4.13		Flushing Program	hr	32	0	160	240	40	24					496	
				$	$7,515	$0	$27,357	$34,361	$5,436	$1,829	$ 76,500			$ 6,503		$ 83,003
	4.14		Infrastructure Reviews	hr	60	80	160	240	60	48					648	
				$	$14,090	$15,738	$27,357	$34,361	$8,158	$3,659	$ 103,363			$ 8,786		$ 112,148
	4.15		Water Campus Site, Grading and Paving Plan	hr	48	80	120	360	200	32					840	
				$	$11,272	$15,738	$20,518	$51,541	$27,192	$2,439	$ 128,701			$ 10,940		$ 139,640
	4.16		Valve Exercising Program	hr	32	60	80	160	40	24					396	
				$	$7,515	$11,804	$13,678	$22,907	$5,438	$1,829	$ 63,172			$ 5,370		$ 68,542
	4.17		Chemical Building III	hr	48	80	160	280	200	48					816	
				$	$11,272	$15,738	$27,357	$40,088	$27,192	$3,659	$ 125,306			$ 10,651		$ 135,957
	4.19		CMMS Support and Condition Assessements	hr	60	120	160	240	180	32					792	
				$	$14,090	$23,608	$27,357	$34,361	$24,473	$2,439	$ 126,327			$ 10,738		$ 137,065
	4.20		Emergency Response Plan Update	hr	24	80	100	240	0	40					484	
				$	$5,636	$15,738	$17,098	$34,361	$0	$3,049	$ 75,882			$ 6,450		$ 82,332
	4.21		Water Operations Water Supply Planning Tool	hr	54	68	95	108	0	27					351	
				$	$12,681	$13,279	$16,158	$15,462	$0	$2,058	$ 59,639			$ 5,069		$ 64,708
5.0			Organization Support													$ 393,706
	5 1		Review and Update Health and Safety Procedures	hr	12	0	32	20	0	6					70	
				$	$2,818	$0	$5,471	$2,863	$0	$457	$ 11,610		$ 61,335	$ 10,187		$ 83,132
	5.2		Operations and Maintenance (O&M) Manuals	hr	48	130	175	220	30	30					633	
				$	$11,155	$25,575	$29,922	$31,497	$4,079	$2,287	$ 104,514		$ 17,754	$ 11,547		$ 133,815
	5.6		Develop Training Program	hr											0	
				$	$0	$0	$0	$0	$0	$0	$0		$ 86,759			$ 86,759
6.0			Support													$ 47,357
	6.2		Implementation of Records Keeping Procedures	hr	8	32	0	120	0	240					400	
				$	$1,879	$6,285	$0	$17,180	$0	$18,293	$ 43,647			$ 3,710		$ 47,357
			Total								$1,815,085	$ 386,120	$ 260,533	$250,056	11,490	$ 2,702,304

All costs for specific tasks are approximations.
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and Consultant's delegee from one task to another.

On-Call Civil Engineering Services Costs Exhibit C

All work shall be paid in accordance with the Hourly Rate Schedule for Professional Services, which is available in Exhibit D.

All costs for specific tasks are approximations.
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and Consultant's delegee from one task to another.

Exhibit D

AECOM
HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

Engineers, Planners, Architects, Scientists:

Intern	$65.00/hr
Technician	$85.00/hr
Engineer I/Specialist I	$99.00/hr
Engineer II/Specialist II	$115.00/hr
Engineer III/Specialist III	$130.00/hr
Engineer IV	$140.00/hr
Engineer V	$155.00/hr
Engineer VI	$170.00/hr
Engineer VII	$185.00/hr
Engineer VIII	$200.00/hr
Project Manager I/Senior Engineer I	$210.00/hr
Project Manager II/Senior Engineer II	$225.00/hr
Project Manager III/Senior Engineer III	$240.00/hr
Project Manager IV/Senior Engineer IV	$250.00/hr
Principal/Principal Engineer	$260.00/hr

Construction Administration Personnel:

Resident Project Representative	$139.00/hr
Senior Resident Project Representative	$162.00/hr
Resident Engineer	$198.00/hr
Construction Services Manager	$250.00/hr

Technical Support Staff:

Clerical/General Office	$85.00/hr
Administrative Specialist	$104.00/hr
Drafter/CADD Technician	$87.00/hr
Assistant CADD Operator	$108.00/hr
Designer/CADD Operator	$122.00/hr
Senior Designer/Design CADD Operator	$142.00/hr
Design/CADD Supervisor	$160.00/hr

Direct Project Expenses

Subcontracted Services/Reproduction	Cost + 12%
Subcontracted or Subconsultant Services	Cost + 12%

Fee schedule will be in effect from January 1, 2018 through December 31, 2020. Rates for additional classifications not identified above will be submitted to the client for approval to work on a task order

The prices listed above shall be effective through the term of this Agreement. If AECOM wishes to amend its prices, it shall notify the City in writing by August 1st of each year of the prices effective that following November 15th. By October 1st, the City's Purchasing Agent may authorize continuing the Agreement at the new prices, terminate the Agreement, or continue the Agreement at other negotiated prices.

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works | **Date:** December 13, 2017

Project/Program Manager: Thien Ng | **Phone:** 805-432-3575

Reason for Appropriation:

Funds Wastewater CIP- Year 1 design and engineering services with AECOM (A-7815).

Accounts and Descriptions		**AMOUNT**
Fund: Wastewater Collection Operating (611)		
Expenditures/Transfers Out		
611-6101-808.87-62	TRANSFERS - OUT / TSFR TO WW TREATMENT OPRN	1,295,000
	Sub-total Expenditures	1,295,000
	Net Change to Fund Balance	**(1,295,000)**
Fund: Wastewater Treatment Operating (621)		
Revenues/Transfers In		
621-6206-711.79-05	OPERATING TRANSFERS IN / FROM W/W COLLECTION OPE	1,295,000
	Sub-total Revenues	1,295,000
Expenditures/Transfers Out		
621-6205-891.86-25	ARCHITECTURAL AND ENGINEERING COSTS	150,000
Headworks Rehabilitation and Odor Control (186620)		
621-6631-826.86-25	ARCHITECTURAL AND ENGINEERING COSTS	220,000
Activated Sludge Tank Rehab (186607)		
621-6631-826.86-25	ARCHITECTURAL AND ENGINEERING COSTS	50,000
Digesters Rehabilitation and Cleaning (186621)		
621-6631-826.86-25	ARCHITECTURAL AND ENGINEERING COSTS	75,000
Interstage & Effluent Pump Station Rehabs (186622)		
621-6631-826.86-25	ARCHITECTURAL AND ENGINEERING COSTS	200,000
Emergency Standby Generator Replacement (186623)		
621-6631-826.86-25	ARCHITECTURAL AND ENGINEERING COSTS	100,000
Plant Motor Control Center Panel Replacement (186624)		
621-6631-826.86-25	ARCHITECTURAL AND ENGINEERING COSTS	150,000
Main Electrical Building Replacement (186625)		
621-6631-826.86-25	ARCHITECTURAL AND ENGINEERING COSTS	200,000
Supv Control & Data- SCADA (186613)		
621-6631-826.86-25	ARCHITECTURAL AND ENGINEERING COSTS	50,000

BA# (Finance Use Only)_______________

BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

Revi

Site Piping Replacement (186626)

621-6631-826.86-25	ARCHITECTURAL AND ENGINEERING COSTS	25,000

Storage Warehouse Building (186628)

621-6631-826.86-25	ARCHITECTURAL AND ENGINEERING COSTS	75,000
	Sub-total Expenditures	1,295,000
	Net Change to Fund Balance	**0**

Fund: Wastewater Security & Contamination (628)

Expenditures/Transfers Out

WW Site Security (186627)

628-6631-826.86-25	ARCHITECTURAL AND ENGINEERING COSTS	150,000
	Sub-total Expenditures	150,000
	Net Change to Fund Balance	**(150,000)**
	Net Appropriation Change	**2,740,000**

Approvals

Department Director ______________________

Chief Financial Officer ______________________

City Manager ______________________

BA# (Finance Use Only)______________

BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

Revi