

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.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
November 27, 2017
Special Meeting - 6:30 PM
Closed Session - 5:30 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (5:30 PM)

1. Conference with Legal Counsel – Potential Litigation

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

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

D. OPENING CEREMONIES (6:30 PM)

Pledge of allegiance to the flag of the United States.

E. REPORTS

City Attorney Department

1. SUBJECT: Resolution Declaring Intent to Transition to District-Based Elections (10/15/20)

RECOMMENDATION: 1. That City Council consider the adoption of a resolution declaring its intent to transition from at-large to district-based elections for members of the

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

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

City Council pursuant to Elections Code Section 10010.

2. If the City Council adopts the resolution declaring its intent to transition to district-based elections, that the City Council authorize the Mayor to execute an agreement with National Demographics Corporation for demographic services relating to the drawing of districts in a not-to-exceed amount of \$70,000.

3. If the City Council chooses to adopt the resolution declaring its intent to transition to district-based elections, that the City Council provide direction to staff whether it wishes to consider increasing the number of City Council seats.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: 385-7483

Finance Department

2. SUBJECT: Agreement with Resource X for Priority Based Budgeting Tools and Implementation in the Amount of \$50,000

RECOMMENDATION: That the City Council approve an agreement with Resource X in the amount of \$50,000 for use of Priority Based Budgeting Tools and Implementation of Priority Based Budgeting, contingent upon final approval by risk management and city attorney of all applicable requirements. Funding will initially be from the City's Non-departmental account, but will be included in the FY18-19 annual budget for all funds.

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

City Attorney Department

3. SUBJECT: Utility Fee Adjustment Ordinance and Procedures (5/10/5)

RECOMMENDATION: That City Council:

1. Approve the first reading by title only and waive further reading of an ordinance amending section 2-183 of the Oxnard City Code ("OCC") concerning refunds of taxes, assessments and utility fees; and

2. Adopt a resolution creating an administrative appeal process for parties seeking adjustment or refund of utility fees.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: 385-7483

Public Works Department

4. SUBJECT: Award Contract for Street Overlays Project--Phase I PW 18-02 (5/15/15)

RECOMMENDATION: That City Council:

1. Award and authorize the Mayor to execute Agreement A-8024 with Toro Enterprises, Inc., in the amount of \$3,767,700 for the Streets Overlay Project—Phase I PW 18-02; and

2. Approve an additional appropriation of \$400,000 as a contingency for the Streets Overlay Project—Phase I PW 18-02.

3. Approve an appropriation of \$4,167,700 from Street Maintenance Fund 105 to Street Overlay Project—Phase I (Non-Capital) Project No. 18IN03.

Legislative Body: CC

Contact: Thien Ng

Phone: 432-3575

F. ADJOURNMENT

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: November 27, 2017

TO: City Council

FROM: Stephen Fischer
City Attorney

A handwritten signature in dark ink, appearing to read "S. Fischer".

SUBJECT: Resolution Declaring Intent to Transition to District-Based Elections (10/15/20)

CONTACT: Stephen Fischer, City Attorney
Stephen.Fischer@oxnard.org, 385-7483

RECOMMENDATION:

1. That City Council consider the adoption of a resolution declaring its intent to transition from at-large to district-based elections for members of the City Council pursuant to Elections Code Section 10010.
2. If the City Council adopts the resolution declaring its intent to transition to district-based elections, that the City Council authorize the Mayor to execute an agreement with National Demographics Corporation for demographic services relating to the drawing of districts in a not-to-exceed amount of \$70,000.
3. If the City Council chooses to adopt the resolution declaring its intent to transition to district-based elections, that the City Council provide direction to staff whether it wishes to consider increasing the number of City Council seats.

BACKGROUND

Historically, the City of Oxnard has elected its Councilmembers through an at-large election system. Under this system, candidates for the City Council can reside anywhere in the City and are elected by the registered voters of the entire City. (The Mayor is separately elected, but is also elected through an at-large election system.)

The City received a letter dated October 7, 2017, from attorney Jason Dominguez, claiming that the City's current method of electing the City Council through at-large elections violates the

Resolution Declaring Intent to Transition to District-Based Elections (10/15/20)

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California Voting Rights Act ("CVRA"). The letter alleges that the City's elections "may be occurring by polarized voting," and threatens litigation if the City declines to adopt a district-based election system. A district-based election system is generally one in which a city is divided into separate districts, with each district electing a representative from that district.

The CVRA was adopted in 2002, and is based upon the Federal Voting Rights Act of 1965 ("FVRA") with some important differences that make at-large election systems much more susceptible to legal challenge. For a plaintiff to be successful in a claim of violation under the FVRA relating to at-large elections, the plaintiff must show that: 1) a minority group is sufficiently large and geographically compact to form a majority of the eligible voters in a single-member district; 2) there is racially-polarized voting; and 3) there is "white bloc voting" (the term used by the courts reviewing such cases) sufficient usually to prevent minority voters from electing candidates of their choice. If a plaintiff proves these three elements, then the federal court will consider whether, under the "totality of circumstances," the votes of minority voters are diluted by the at-large election system.

The CVRA removes two of these factors. It eliminates what is known as the "geographically compact" FVRA precondition (e.g., can a majority-minority district be drawn) as well as the "totality of the circumstances" or "reasonableness" test. Because the CVRA eliminates some of the elements that a plaintiff must prove, a lawsuit brought pursuant to the CVRA is substantially more difficult to defend against than a claim under the FVRA. As a result of the lower threshold for proving a claim under the CVRA, many jurisdictions have voluntarily switched to district-based election systems instead of facing litigation.

Because of the low standards necessary for a plaintiff to prevail in CVRA litigation, every public entity defendant since the CVRA was enacted in 2002 has either lost in court or settled. To date, every government defendant has ultimately been forced to pay at least some portion of the plaintiff's attorney fees and costs. Awards in contested CVRA cases have reportedly ranged from approximately \$400,000 to over \$4,500,000. For example, in February 2015, the City of Santa Barbara reportedly paid \$800,000 in attorney's fees and expert costs to settle its CVRA lawsuit. Another example is the City of Palmdale, which incurred an expense in excess of \$4.5 million.

Because of claims of abuses by some plaintiff's attorneys in CVRA cases, the Legislature adopted AB 350 in 2016 to place a "safe harbor" cap of a maximum of \$30,000 on attorney's fees that a plaintiff would be entitled to recover if the target city, within 45 days of receipt of the plaintiff's demand letter, voluntarily adopts a Resolution of Intent to consider an ordinance to establish a district-based election system, and then actually adopts such an ordinance within 90 days following the date it adopted the Resolution of Intent.

That 90-day period to adopt the ordinance would include the following steps:

- 1) Prior to drawing a draft map or maps of the proposed boundaries of the districts, the City Council would hold at least two public hearings over a period of no more than 30 days, at which

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time the public will be invited to provide input regarding the composition of the districts. (Elec. Code §10010(a)(1).)

2) After the draft maps are drawn, the City would publish and make available for release at least one draft map and, if members of the City Council will be elected in their districts at different times to provide for staggered terms of office, the potential sequence of the elections would also be published. (Elec. Code §10010(a)(2).)

3) The City Council would hold at least two additional public hearings over a period of no more than 45 days, at which the public shall be invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections, if applicable. (*Id.*)

4) The first version of a draft map is required to be published at least seven days before consideration at a public hearing. If a draft map is revised at or following a public hearing, it is required to be published and made available to the public for at least seven days before being adopted. (*Id.*)

ANALYSIS

Based upon the vulnerability of at-large election systems to legal challenge under the CVRA, as well as concerns expressed by the public and members of the City Council that certain geographic areas of the City lacked representation on the City Council, the City Council should consider establishing district-based elections. While the City's record of recent elections does not reflect racially-polarized voting in Oxnard in violation of the CVRA or the FVRA, the October 7, 2017 letter threatens costly litigation if the City Council chooses not to adopt a Resolution of Intent to implement a district-based election system. If successful, such a lawsuit would force a district-based election system upon the City, with districts drawn and election dates for each district determined by the courts.

To utilize the state law "safe harbor" and cap potential attorney fees that the City could be required to pay, the City Council would need to adopt the Resolution of Intent to initiate the transition to a district-based election system. (Elections Code Section 10010.)

In addition, if the City Council chooses to adopt the Resolution of Intent at tonight's meeting to initiate the transition to a district-based election system, then the City will need to retain the services of a demographer. The demographer will assist the City in creating districts that meet legal requirements, and will also coordinate public outreach at some of the public hearings and through the online interactive system that would allow the public to draw and submit proposed districting plans for the Council's consideration. Staff recommends that the City Council authorize the Mayor to execute an agreement with National Demographics Corporation for demographic services relating to the drawing of districts in a not-to-exceed amount of \$70,000. National Demographics has provided CVRA analysis and districting efforts for more than 50 cities and 250 school districts in California.

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Finally, given the short time frame available to draw district boundaries (the process is to be completed by February 26, 2018), the number of districts proposed to be created will need to be factored into the analysis as soon as possible. If the City Council wishes to consider increasing the size of the City Council as part of the districting process, it should provide direction on this matter as soon as possible.

STRATEGIC PRIORITIES

Not applicable.

FINANCIAL IMPACT

There will be significant staff time needed to transition to a district-based election system because the City must conduct at least four public hearings. In addition, the costs for a demographics consultant are estimated to be up to \$70,000, depending on the number of hearings the demographer would be asked to attend and the online public outreach tools included in the scope of services. Should the City Council determine to adopt the Resolution of Intent tonight, Mr. Dominquez could seek up to \$30,000 in attorney fees and costs from the City, but the City would have a defense to litigation if it adopted a district-based election system within the statutory time frame.

ATTACHMENTS:

Attachment A: October 7, 2017 Letter from Jason Dominguez

Attachment B: Resolution Declaring Intent to Transition to District Based Elections

JASON DOMINGUEZ

Attorney at Law
PO Box 20040
Santa Barbara, CA 93120

October 7, 2017

Oxnard City Council
Michelle Ascencion, City Clerk
300 West Third Street
Fourth Floor
Oxnard, CA 93030

Via regular US Mail and email to: cityclerk@oxnard.org

RE: *Notice of Violation* – The City of Oxnard's methods of conducting elections are violating the California Voting Rights Act of 2001.

Dear City Officials,

I am writing on behalf of my client and the voters of the City of Oxnard who are interested in improving the accountability and responsiveness of future elected officials as well as the election system of the City of Oxnard as a whole. As Oxnard and its government continues to grow, it must adopt positive statewide trends in voting and elections in order to prevent voters from losing the ability to meaningfully engage in elections and community policy making.

One of the growing trends in California is district elections. District elections have been shown to improve voter turnout and help governments respond to community concerns. Districts are the cornerstone of our state and federal legislative systems. Accordingly, they have been adopted by numerous cities, community college districts and school districts. Almost all cities of Oxnard's size have adopted district elections. We look forward to you coming into compliance.

With regard to the City of Oxnard's City Council elections, after studying demographics and election results, we have determined that a violation of the California Elections Code sections 14025 *et. seq.*, known as the California Voting Rights Act of 2001 ("CVRA"), may be occurring by polarized voting. A change is mandated in the election system to prevent occurrences of voting patterns that impair the ability of voters to elect candidates of their choice or impair their rights to influence the outcome of an election, particularly as the result of the dilution or abridgment of its rights and privileges under state and federal law.

We therefore respectfully demand that the City of Oxnard change its at-large voting system to a district-based voting system that affords all voters and protected groups the equal

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Oxnard City Council
Notice of Violation
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opportunity to choose elected officials to the Oxnard City Council and, thereby, bring the system into compliance with the CVRA.

Please respond to this correspondence and include the City of Oxnard's plans to calendar a resolution and outline the steps it will take to facilitate the transition along with an estimated timeline. If the City fails to take action within the statutory timeline to effect a change in its election process, we will seek judicial assistance to enforce our remedies at law. Per the CVRA, we will seek equitable relief and other forms of relief, including our costs of litigation (court fees, expert witness fees, etc.) and attorney's fees.

We are hopeful that you will be able to work with us to achieve a timely transition in order to bring the City of Oxnard into compliance with the CVRA. If you have any questions or would like to discuss this matter further, please do not hesitate to contact me.

Thank you.

A handwritten signature in black ink, appearing to read "Jason Dominguez". The signature is fluid and cursive, with the first name "Jason" being more prominent than the last name "Dominguez".

Jason Dominguez
Attorney at law

cc: Greg Nyhoff, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING ITS INTENT TO TRANSITION FROM AT-LARGE ELECTIONS TO DISTRICT-BASED ELECTIONS FOR MEMBERS OF THE CITY COUNCIL PURSUANT TO ELECTIONS CODE SECTION 10010

WHEREAS, members of the City Council of the City of Oxnard (City) are currently elected in "at-large" elections, in which each Councilmember is elected by the registered voters of the entire City; and

WHEREAS, the Mayor of the City is separately elected in an "at-large" election by the registered voters of the entire City; and

WHEREAS, Government Code Section 34886 in certain circumstances, authorizes the legislative body of a city to adopt an ordinance to change its method of election for councilmembers from an "at-large" system to a "by-district" system in which each Councilmember is elected only by the voters in the district in which the Councilmember resides; and

WHEREAS, the City received a letter on October 9, 2017, from Jason Dominguez, Esq., containing unsubstantiated allegations that the City's at-large electoral system violates the California Voting Rights Act (CVRA) and threatening litigation if the City declines to adopt a district-based electoral system; and

WHEREAS, the City denies that its election system violates the CVRA or any other provision of law and asserts that Oxnard's overall electoral system is legal in all respects and further denies any wrongdoing whatsoever in connection with the manner in which it has conducted its City Council elections; and

WHEREAS, although the letter was not accompanied by any evidence to support the claim of a CVRA violation, the City Council has concluded that the public interest of having councilmembers from each geographic area of the City would be better served by transitioning to a district-based electoral system pursuant to Elections Code Section 10010; and

WHEREAS, prior to the City Council's consideration of an ordinance to establish boundaries for a district-based electoral system, Elections Code Section 10010 requires all of the following:

1) Prior to drawing a draft map or maps of the proposed boundaries of the districts, the City shall hold at least two public hearings over a period of no more than 30 days, at which the public will be invited to provide input regarding the composition of the districts.

2) After all draft maps are drawn, the City shall publish on the City's website and make available for release at least one draft map and, if members of the City Council will be elected in their districts at different times to provide for staggered terms of office, the potential sequence of the elections shall also be published.

3) The City Council shall also hold at least two additional public hearings over a period of no more than 45 days, at which the public shall be invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections, if applicable.

4) The first version of a draft map shall be published on the City's website at least seven days before consideration at a public hearing. If a draft map is revised at or following a public hearing, it shall be published on the City's website and made available to the public for at least seven days before being adopted.

WHEREAS, the City will be utilizing the services of a professional demographer to assist the City to develop a proposal for a district-based electoral system; and

WHEREAS, the adoption of a district-based electoral system will not affect the terms of any sitting Councilmember, each of whom will serve out his or her current term.

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

SECTION 1. The City Council hereby resolves to consider adoption of an ordinance to transition to a district-based electoral system as authorized by Government Code Section 34886 for use in the City's General Municipal Election for Members of the City Council.

SECTION 2. The City Council directs the City Clerk and City Attorney to work with a professional demographer, and other appropriate consultants as needed, to provide a detailed analysis of Oxnard's current demographics and any other information or data necessary to prepare a draft map that divides Oxnard into voting districts in a manner consistent with the intent and purpose of the CVRA and the Federal Voting Rights Act.

SECTION 3. The process outlined in the above recitals is anticipated to be completed by February 26, 2018.

SECTION 4. The City Council directs the City Clerk to post information regarding the proposed transition to a district-based electoral system on the City's website, including maps, notices, agendas and other information.

PASSED AND ADOPTED THIS _____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 2

DATE: November 27, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Agreement with Resource X for Priority Based Budgeting Tools and Implementation in the Amount of \$50,000

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

RECOMMENDATION:

That the City Council approve an agreement with Resource X in the amount of \$50,000 for use of Priority Based Budgeting Tools and Implementation of Priority Based Budgeting, contingent upon final approval by risk management and city attorney of all applicable requirements. Funding will initially be from the City's Non-departmental account, but will be included in the FY18-19 annual budget for all funds.

BACKGROUND

This item was approved by the Fiscal Policy Task Force on November 8, 2017 and recommended for full Council consideration.

The City Council adopted two-year Strategic Priorities for FY2016-17 and FY 2017-18. A portion of the priorities include Organizational Effectiveness Strategies that "strengthen and stabilize the organizational foundation in the areas of Finance, Information Technology and Human Resources and improve workforce quality while increasing transparency to the public."

Goal Two of the Organizational Effectiveness Strategies is "Increase transparency with Council, community and staff related to the City's budget and financial management processes."

Priority Based Budgeting Agreement (10/15/5)

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Objective A (under Goal Two) is “Initiate a priority based budgeting program incorporating departmental performance measures and the Council Strategic priorities.”

Resource X provides an on-line priority based budgeting system that is used by numerous communities in the United States. It is the only budget software specifically designed for developing budgets based on priority program areas. Three major tools will assist the city in preparing, organizing and presenting budget information as city programs instead of the traditional line-items.

On-Line Priority Based Budget Tool will centralize and standardize all data and streamline the process of converting line item budgets into program based budgets. Users will build a program inventory and allocate costs to the programs. The tool helps to define your community's results and helps score the program inventory. Users will also be able to analyze the data, identify programs for review, and drill into the line item level to make changes that achieve intended results.

Dashboard Priority Based Budget Tool provides a user interface for department level decision making that has been designed for department heads within an organization to analyze, track, and update their budget model. Department executives can identify and add comments to specific programs for review. Program-specific metrics can be created and tracked across budget cycles to demonstrate progress toward results. This tool is customizable so that it can function as a stand-alone product enabling a single department to implement priority based budgeting.

Present PBB Tool helps engage elected officials by simplifying the message of priority based budgeting through powerful visuals and dynamic charts. It helps explain the immediate benefits of adopting a priority based budget and relay that in terms of the community's results. The dynamic charts allow users to drill down and quickly view program level detail.

FINANCIAL IMPACT

Year One costs will be \$50,000. Subsequent annual support costs will be \$25,000 for the use of the software. A breakdown of Year One costs are as follows:

Annual Software Subscription:	\$25,000
Three months Support for Program Inventory & Costing:	\$ 7,500
Three months Support for Program Priorities & PBB Model:	\$ 7,500
Individual Training for City of Oxnard Organization:	<u>\$10,000</u>
Total Year Costs:	\$50,000

Funding for this agreement is available in the City's General Fund Non-Departmental Professional Contract (Account No. 101-1001-801.82-09). Costs will be distributed to the city's major funds as part of cost allocation plan through the budget process.

Priority Based Budgeting Agreement (10/15/5)
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ATTACHMENTS:

Attachment A: Oxnard CA PBB Proposal & Contract 10-2017



ONLINE PRIORITY BASED BUDGETING
POWERED BY:
resourceX
reinventing fiscal analytics

Priority Based Budgeting Tools and Implementation

Document Overview:

- I. Basic Information
- II. Scope of Work
- III. Contract Terms, Renewal Period, and Signatures
- IV. Appendix A: End User License Agreement
- V. Appendix B: Detailed Implementation Overview

I. Your Organization, Contact Information, and ResourceX Specialists

BASIC INFORMATION	
Organization name:	City of Oxnard, CA
Project Lead:	
Telephone number/email:	
Start Date	October 2017
Target Completion Date	
Total Project Cost Year 1.	\$ 40,000
Subsequent Annual Support Cost	\$ 25,000
ResourceX Implementation Specialist	Steve Seman, sseman@resourcecx.net
ResourceX Support Specialist	Stuart McEwen, smcewen@resourcecx.net
ResourceX Contracting and Procurement	Lacey Mathews, lmathews@resourcecx.net

II. Scope of Work

Recommended (“X”) for OnlinePBB Implementation

A. SOFTWARE - ONLINE PRIORITY BASED BUDGETING		
☒	Annual subscription – includes update to latest version	\$25,000
☒	Access to presentpbb.net, dashpbb.net, onlinepbb.net	Included in annual subscription
☒	Unlimited users and annual user set-up	Included in annual subscription
☒	helpdesk@resourcecx.net support. Unlimited support hours to one user account.	Included in annual subscription
☒	Access to PBB resource library of training support materials. Invitation to monthly webinars on PBB implementation.	Included in annual subscription

B. ONLINEPBB CERTIFICATION TRAINING – CHOOSE ONE		
☐	Group Training. 2 Day Mock implementation of the entire PBB process. Upon certification, super-user is qualified to complete self-guided set up of Program Inventory, Costing, Program Priorities and complete PBB Model Development. Course is run quarterly out of Englewood, Colorado	\$5,000
☐	Individual Training. Same as group certification, but we come to your organization. Only your organization present.	\$10,000

Additional Services

C. PROGRAM INVENTORY AND COSTING		
☒	3 months of support that includes: • Program Inventory Development • Gathering of Costs and uploading into OnlinePBB software • WebEx Department trainings for Inventory and Program Costing	\$7,500

D. PROGRAM PRIORITIES AND PBB MODEL DEVELOPEMENT		
☒	3 months of support that includes: • Development of priorities from strategic plan for use in PBB • Department Scoring and Peer Review support. Final model development • WebEx Trainings covering Department scoring and Peer Review	\$7,500

E. ONSITE SERVICES		
☐	Single day, on site meetings with departments or council. Tailored to the topic of your choosing.	\$7,500

III. Renewal Terms and Contract Signatures

COST SUMMARY

Set-up Total – Breakdown described in section II	\$40,000
Software Renewal Rate – Fixed for 3 renewals	\$25,000
Subscription Period – Reoccurring annually	October 1 st to September 30th
Initial Invoice Amount – Software + one-time set up.	\$40,000
Initial Invoice Date – Due net 30 Days	October 15th, 2017
Renewal Invoice Amount	\$25,000
Renewal Invoice Dates – Due net 30 Days	October 1 st , 2018 October 1 st 2019 October 1 st 2020

Annual Renewal Terms: Annual renewal rate of 25,000 will be set for 3 years. Each year an invoice will be sent October 1st, due October 31st for continued access to the Online Priority Based Budgeting tools. Either party may terminate this agreement, at any time, with a minimum of a written 30-day notice (with the ability to re-subscribe again at any time, subject to the current subscription rates at that time).

THIS AGREEMENT is made and effective as of **October 1, 2017**, between **City of Oxnard, CA and Resource Exploration, LLC**. The parties agree as follows:

Resource Exploration

Michael Seman Date: 9-29-2017
By: Mike Seman
Co-Founder

Chris Fabian Date: 9-29-2017
By: Chris Fabian
Co-Founder

City of Oxnard, CA

_____ Date: _____

By: _____

Title: _____

_____ Date: _____

By: _____

Title: _____

IV. Appendix A: End User License Agreement

ONLINEPBB® LICENSE AND HOSTING AGREEMENT

IMPORTANT - BY UTILIZING ONLINEPBB SOFTWARE, YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THE FOLLOWING CAREFULLY BEFORE PROCEEDING.

This Agreement is a legal agreement between you (**City of Oxnard, CA**) and Resource Exploration, LLC, the licensor of OnlinePBB software and associated on-line documentation that you access using this internet website (together referred in this Agreement as "OnlinePBB").

I. OnlinePBB License. Subject to the terms of this Agreement, Resource Exploration, LLC, grants you a non-exclusive, non-transferable license to access OnlinePBB remotely via browser on the server used by Resource Exploration, LLC, to operate this website (the "Server") solely for purposes of creating and maintaining on the Server any interactive website developed using this website and with respect to which all required fees payable under this Agreement have been paid by you (each, a "Website").

2. Restrictions. You may not download or otherwise copy all or any portion of OnlinePBB software. You may not sell, rent, license, lend, transfer or otherwise grant access to OnlinePBB to any other person or entity except as contemplated by the license granted to you above. You must comply with all applicable laws and regulations in your use of OnlinePBB. You may not modify, translate, reverse engineer, decompile disassemble or otherwise attempt to obtain or derive source code from all or any portion of OnlinePBB.

3. Proprietary Rights. Resource Exploration, LLC and its supplier's reserve all rights to OnlinePBB not expressly granted in this Agreement. Resource Exploration, LLC and its suppliers own OnlinePBB and all associated patent, copyright, trade secrets and other proprietary rights in OnlinePBB. No title or ownership of OnlinePBB or any associated proprietary rights are transferred to you or any other person by this Agreement.

4. Disclosure and Ownership of Data. a.) All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by your organization or at its expense, will be kept confidential by Resource Exploration, LLC and will not be disclosed to any other party without your organization's prior written consent. b.) The materials used by Resource Exploration, LLC for work performed under this Agreement are specific and unique methods of fiscal management and budget prioritization. As such, these materials are protected by copyright. You agree and understands that these materials and all methods, models and applications resulting from the use of said materials are the sole, complete and absolute property of Resource Exploration, LLC. As such, any use, future use or application or any publication (either oral or written) of these materials by your organization will be at the discretion of Resource Exploration, LLC and in any event will not occur without the express and prior written permission of Resource Exploration, LLC. All legal rights and protections afforded by copyright and Resource Exploration, LLC's ownership of all the underlying intellectual property associated with these fiscal

management and budget prioritization materials are retained and reserved exclusively by Resource Exploration, LLC, reserving all legal rights and remedies incident to its ownership of these materials. It is understood that your organization may utilize these methods, models and applications for their own specific use but are not free to share these methods, models and applications with other individuals or entities.

5. U.S. Government Restricted Rights. If OnlinePBB is accessed or used by any agency or other part of the U.S. Government, the U.S. Government acknowledges that (i) OnlinePBB and accompanying materials constitute "commercial computer software" or "commercial computer software documentation" for purposes of 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-3, as applicable, and (ii) the U.S. Government's rights relating to OnlinePBB and accompanying materials are limited to those specifically granted in this Agreement.

6. Data - Data Security. The OnlinePBB web-application provides data security via SSL encryption, and is accessed via https - this protects and secures the client's data from outside the organization, protecting the client and CPBB. Additionally, data is protected within the client's organization by way of individual user accounts and user passwords, and varying levels of permission and access, to give the client control over data accessibility.

7. Data - Data Storage. The OnlinePBB web-application utilizes Amazon Web Services (AWS) for best-in-class data storage.

8. Data - Data Protection/backups. Resource Exploration performs complete backups of all OnlinePBB data at a frequency of once per night.

9. Service Availability - Disaster recovery/business continuity. To support the organization in the case of disaster, Resource Exploration performs complete back-ups of all OnlinePBB data at a frequency of once per night. The organization may also download their own data files on a more frequent basis, in order to perform complete data restoration - restoring from any point in time, from previously saved data, completely in control of the City. Data files are stored in DropBox, as well as Resource Exploration headquarters to provide additional redundancy.

10. Service Levels - System Availability / performance. The OnlinePBB web-application is provided and available 24 hours per day, 7 days per week. Resource Exploration reserves the right to perform regularly scheduled updates and maintenance, during which time the organization may experience brief periods of downtime for server restarts to make updates available. Scheduled updates take place after 6pm EST Monday-Friday, and the organization will be made aware ahead of schedule, to the greatest extent possible. It should be noted that Resource Exploration reserves the right to restart the web server at any time, but will provide the organization as much advanced awareness as possible. Resource Exploration uses all reasonable business means to ensure the application is available for the organization's use.

11. Insurance - Vendor insurance and liability. Resource Exploration agrees to procure and maintain in force during the term of this Agreement, at its own cost, cyber insurance coverage.

12. Indemnification - From third party claims. You will indemnify and hold harmless Resource Exploration and its suppliers from any and all claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to (i) any content or materials appearing in, or products or services sold or offered by you through the website, or (ii) the development, use, operation or other activities with respect to the website. To the fullest extent permitted by law, the foregoing indemnity will apply regardless of any fault, negligence, or breach of warranty or contract of Resource Exploration or its suppliers.

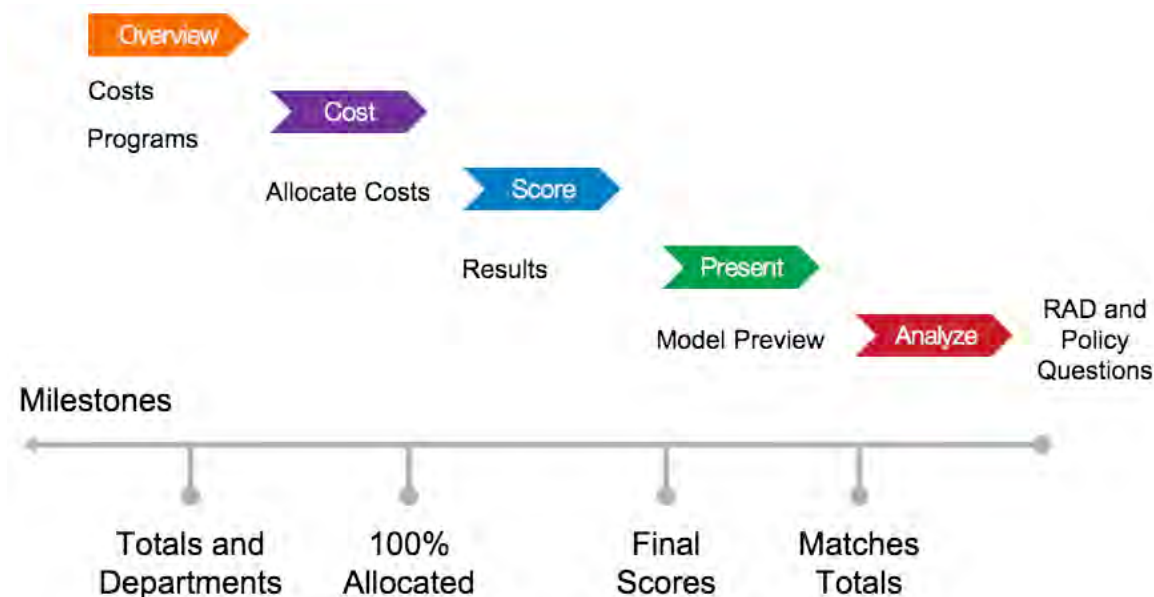
13. Completeness of Agreement. This Agreement constitutes the entire agreement between your organization and Resource Exploration regarding OnlinePBB, the hosting of the Website and your use of the website. Resource Exploration will not be bound by any provision in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise unless Resource Exploration specifically agrees in writing to such provision.

V. Appendix B: Detailed Implementation Overview

Overview, Program Inventory and Costs

Approach to Implementation, Scope and Timeline

Your implementation process is built around 5 major steps, each with clear milestones along the way.



Project Kick-off and Program Inventory Training "Workshop"

Webinar Training: 1-1.5 hours

ResourceX Role and Workload:

To launch your implementation, ResourceX will provide an initial webinar together with your team, consisting of an overview of the implementation process, in addition to the following key project planning points:

- establish a project timeline
- review the key data we'll collect from your financial system, as well as your personnel system
- clarify the roles and workload of your organization, as well as our role in providing set-up support services

ResourceX provides a "starter program inventory" for the departments to work from and a training on how to identify "programs" at a level most effective for PBB. The "starter program inventory" is built from the PBB Database of over 70,000 programs, customized to match with their department, and significantly easing the workload for departments to complete this first task.

Super User (PBB Data Officer): One of the key objectives of our first meeting will be to identify the “Super User(s)” in your organization who will be the primary resource to coordinate with our team for the management of the project. The Super User(s) will gain the benefit of being trained on all aspects of the OnlinePBB software, and achieve mastery of Priority Based Budgeting concepts, sufficient to lead the process in future years.



Organization Role and Workload:

City staff will be relied upon to help set up the presentation logistics (audio and visual), and to distribute the Program Inventory Template (to each department), presentation slides and the recorded webinar.

Departments Refine Program Inventories

Departments Given: 1-2 Weeks

ResourceX Role and Workload: ResourceX provides individualized support to the departments as they work on their program inventories. Often times, departments may request a conference call with ResourceX, or exchange email with ResourceX to help address specific questions.

Organization Role and Workload: Each department will be responsible for refining and completing their Program Inventory and submitting this to ResourceX. Departments are given 1-2 weeks to complete this task, even though the workload anticipated is between 8-16 hours (departments are given extra time, in order to fit this effort in among their normal job duties).

Program Costing

Program Costing Workshop

Webinar: 45 mins - 1 hour

ResourceX Role and Workload: ResourceX will provide a Program Costing training session to staff who will be responsible for filling in the data into the Program Costing Template. ResourceX will provide customized Program Costing templates for each of the City's departments (or divisions), as well as a recorded version of the webinar the City can refer to.

Organization Role and Workload: City staff will be relied upon to help set up the webinar logistics (audio and visual), and to distribute the Program Costing Template (to each department), presentation slides and the recorded webinar. Those who participate in this webinar should allow for 45 minutes to 1 hour for the training.

Departments Develop Program Costs

Departments Given: 1-3 Weeks

ResourceX Role and Workload: ResourceX will be available during to assist staff during the process of developing program costs. Typically, departments will email ResourceX with questions, or schedule conference calls with ResourceX in order to strategize about the Program Costing template, and the easiest way to fill it out.

Organization Role and Workload: Those who are involved in the task of completing Program Costing are given anywhere from 1 to 3 weeks to complete this task. Typically staff from the budget office are involved in the task of developing "fully loaded personnel costs" while the departments are responsible for allocating staff to programs.

Program Scoring

Priorities Identification Workshop

Online, via web-workshop: 1-2 hours

ResourceX Role and Workload: ResourceX works with the organization's elected officials and/or staff to identify, or to validate "Results" that the organization has already established. Priorities establish the foundation for Priority Based Budgeting.

Organization Role and Workload: The City's elected officials will be asked to participate in this exercise. No more than 1-2 hours is required of elected officials to participate in this exercise. City staff may be asked to print the exercise (if administered "live"), or email the exercise (if administered "electronically").

Priorities Definition Workshop

Online, via web-workshop: 1-2 hours

ResourceX Role and Workload: ResourceX launches an online exercise typically through a web-based workshop with staff (usually department heads and key staff, up to around 30 participants is best) to begin to identify all the ways the organization "achieves" each of the stated Priorities. ResourceX leads the workshop, addressing each Result, one-by-one, soliciting feedback from the participants which form the basis for the creation of Results Definitions. Staff are given several weeks after the launch of the exercise to contribute responses, that ResourceX ultimately synthesizes for use in Results Definitions.

Organization Role and Workload: Department heads, and key City staff who participate in the Results Definition Workshop should anticipate spending 1-2 hours of their time, over the course of several weeks as the exercise is openly available on-line, to complete this exercise.

Department Program Scoring Workshop

Webinar: 1-1.5 hours

ResourceX Role and Workload: ResourceX will provide a Program Scoring training session to those participating in scoring, instructing departments how to assign appropriate scores. ResourceX will provide customized "Program Scorecards" for each department, including the department's program inventory, and the appropriate scoring criteria. ResourceX will also provide the recorded webinar.

Organization Role and Workload: City staff will be relied upon to help set up the webinar logistics (audio and visual), and to distribute the Program Scorecard Template (to each department), presentation slides and the recorded webinar. Those who participate in this webinar should allow for 1-1.5 hours for the training.

Departments Participate in Program Scoring Process

Departments Given: 2-3 Weeks

ResourceX Role and Workload: As departments engage in the process of scoring their programs, ResourceX provides coaching and guidance along the way, helping the departments with questions about how to assign their scores. Typically, departments email ResourceX or schedule conference calls to strategize about the most appropriate way to assign scores.

Organization Role and Workload: Departments are given 2-3 weeks to complete their Program Scorecards, and they are encouraged to involve staff leadership at all levels in this process. While they are given several weeks, the actual workload anticipated should be anywhere from 16-32 hours total time, depending on how involved they choose to make their own staff.

Peer Review Workshop

Webinar: 1-1.5 hours

ResourceX Role and Workload: ResourceX will provide a Peer Review training session for those who are participating on Peer Review teams. ResourceX will help the City identify who the most effective Peer Review team members could be, and then train each team as to how to evaluate scores from other departments (this will include: how to ask departments for more info, and how to complete the Peer Review template).

Organization Role and Workload: City staff will be relied upon to help set up the webinar logistics (audio and visual), and to distribute the Program Review Template (to each department), presentation slides and the recorded webinar. Those who participate in this webinar should allow for 1-1.5 hours for the training.

Peer Review Teams Participate in Peer Review Process

Departments Given: 2-3 Weeks

ResourceX Role and Workload: As Peer Review team members complete the Peer Review process, ResourceX is available to each team to help them through the process of evaluating the scores of other departments. Typically, ResourceX exchanges in email correspondence and phone calls to assist the work of the Peer Review teams.

Organization Role and Workload: For those staff participating in Peer Review, they will learn how to structure their time around a recommended 3-5 meeting process, where each meeting should last about 1-2 hours (and no meeting lasting longer than 3 hours). Therefore, at most, participants should plan on 15 hours of meeting time devoted to Peer Review (and at least about 6-9 hours).

Determine Final Program Scores, Quartile Rankings

ResourceX Given: 1-2 Days

ResourceX Role and Workload: ResourceX applies it's scoring methodology to calculate final program scores for each of the City's programs, and performs an analysis on each of the programs to determine final "Quartile Rankings." ResourceX will begin the process of loading this information into the City's final Resource Alignment Diagnostic Tool (the final deliverable of implementation).

Organization Role and Workload: City staff will have minimal involvement here. ResourceX may reach out to staff to ask questions where data is missing or in question.

Present (Model Preview)

Create PBB Model: Resource Alignment Diagnostic Tool

ResourceX Given: 1-2 Days

ResourceX Role and Workload: ResourceX will create a customized Resource Alignment Diagnostic Tool for the City, that will include each of the City's programs, program costs, quartile ranking, and scoring criteria. This dynamic model is explained in greater detail in the scope of services.

Organization Role and Workload: City staff will have minimal involvement here. ResourceX may reach out to staff to ask questions where data is missing or in question.

Provide Model "Preview" to Executive Team

Webinar 1-1.5 hours

ResourceX Role and Workload: As soon as the Resource Alignment Diagnostic Tool is completed, ResourceX will provide a presentation to City staff in order to demonstrate the results of the City's work, as well as the functionality of the Tool, before presenting it to The City Council. Typically this gives the City staff first opportunity to review the data and ensure it's appropriate for presenting the information further.

Organization Role and Workload: City staff will be asked to reflect on the presentation of the initial Resource Alignment Diagnostic Tool, and provide feedback to ResourceX where any data is in question or in need of revision, prior to presenting the Tool further.

Present Final Model to Staff and/or Elected Officials

Webinar 1-1.5 hours

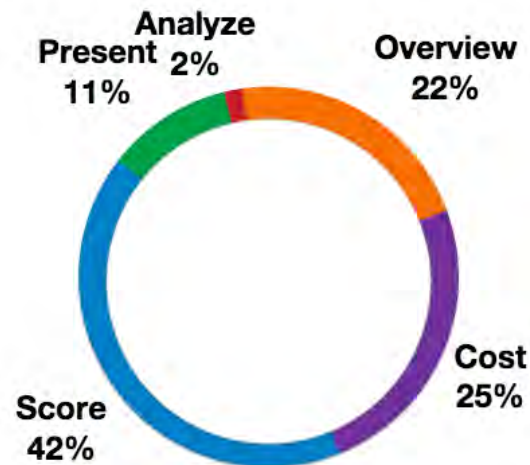
ResourceX Role and Workload: There are various options open to the City in terms of presenting the final Resource Alignment Diagnostic Tool to elected officials. ResourceX can provide an on-site (or webinar) presentation to elected officials to coach them as to their role in effectively using the Tool, and helping portray the power and use of the information that has been created through the implementation process.

Organization Role and Workload: City staff will be asked to strategize with ResourceX as to how best to present the City's Resource Alignment Diagnostic Tool to elected officials and/or a larger staff audience. City staff will also receive training on the use of the Tool, how to incorporate the information into the City's budget process, and how to communicate the data to the public/community (if desired).

Project Timeline Summary

**Your organization's timeline for implementation is in your control. ResourceX will help you design your timeline to meet the needs of the organization. Overall, the PBB process can be completed in a 3-month period, from beginning to end.. If you have a more pressing need to implement PBB in less time, please let us know and our team will help design a path that will accommodate your schedule.*

Milestone	Days
Overview	14
Cost	16
Score	27
Present	7
Analyze	1



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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 3

DATE: November 27, 2017

TO: City Council

FROM: Stephen Fischer
City Attorney

A handwritten signature in black ink, appearing to read "S. Fischer".

SUBJECT: Utility Fee Adjustment Ordinance and Procedures (5/10/5)

CONTACT: Stephen Fischer, City Attorney
Stephen.Fischer@oxnard.org, 385-7483

RECOMMENDATION:

That City Council:

1. Approve the first reading by title only and waive further reading of an ordinance amending section 2-183 of the Oxnard City Code ("OCC") concerning refunds of taxes, assessments and utility fees; and
2. Adopt a resolution creating an administrative appeal process for parties seeking adjustment or refund of utility fees.

BACKGROUND

1. Ordinance amending section 2-183 of the Oxnard City Code.

In conjunction with the City Clerk, the City Attorney's Office, and the City Treasurer, the City Manager's Office is pursuing updates to the Oxnard City Code ("OCC") to create an administrative appeal process for parties seeking adjustment or refund of utility fees. The proposed ordinance authorizes the City Council to adopt a resolution establishing an administrative appeal process for customers seeking adjustments or refunds of utility fees prior to filing a claim.

2. Resolution creating an administrative appeal process for parties seeking adjustment or refund of utility fees.

Utility Fee Adjustment Ordinance and Procedures (5/10/5)

November 27, 2017

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On occasion, staff receives requests for refunds or billing adjustments for utility fees. OCC Section 2-183 requires a customer seeking a refund or adjustment of utility fees to go through the City's standard claims process. Absent an OCC amendment authorizing the City Council to establish an administrative appeal process, staff does not have the authority to issue refunds or make billing adjustments for utility fees without going through the standard claims process. Staff seeks the measured discretion to review requests and issue one-time refunds or one-time billing adjustments of up to \$1,000 per customer account.

Under the proposed resolution, the City Manager or his or her designee would have the authority to conduct a review and refund or make a billing adjustment, in whole or in part, for utility fees (water, wastewater, refuse) and utility related fees up to \$1,000 per customer account. Utility related fees include disconnect and reconnect fees, notice fees, after hours fees, meter removal fees, backflow fees and return check fees. Any disputes over refunds or billing adjustments in excess of \$1,000 will be filed pursuant to the claims process detailed in OCC Section 2-183.

Under the proposed administrative appeal process: (1) all billing adjustments must be submitted to the City Manager via a "request for review form" no later than twelve months from the date the bill was issued; (2) all requests for review of refunds must be submitted to City Manager via a "request for review form" no later than twelve months after the date the customer paid the utility fees of which refund is requested; and (3) all requests for review shall be signed and include the name and address of the customer; the facts and reason on which the request is based and may include the date and method of payment of utility fees of which refund is requested.

The decision to administer a refund or issue a billing adjustment would be based on the following: (1) an examination of the nature of the request for review and any supporting documents; (2) a review of the dates and frequency of prior requests for refunds or billing adjustments of utility fees or other city fees; (3) the customer's payment history with the city; and (4) any other criteria relevant to the determination.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public.

FINANCIAL IMPACT

The fiscal impact will depend on the amount of refunds or billing adjustments that are granted. Information will be collected to assess the financial impact of the policy.

Utility Fee Adjustment Ordinance and Procedures (5/10/5)

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ATTACHMENTS:

Attachment A: ORDINANCE AMENDING SECTION 2-183

Attachment B: RESOLUTION ADOPTING ADMINISTRATIVE UTILITY FEES APPEAL
PROCESS

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SECTION 2-183 CONCERNING REFUNDS OF TAXES, ASSESSMENTS AND UTILITY FEES

WHEREAS,—customers seeking refunds or adjustments of utility fees must file claims pursuant to Oxnard City Code section 2-183; and

WHEREAS, the City wishes to streamline the process for review of disputed utility fees under \$1,000 and delegate authority for administrative review.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. Section 2-183 of Article III of Chapter 2 of the Oxnard City Code is hereby amended to read as follows:

“SEC. 2-183. CLAIMS FOR REFUND OF TAXES, ASSESSMENTS AND UTILITY FEES.

(A) The provisions of this section are enacted pursuant to Cal. Gov't Code, Section 935 and shall apply to all claims presented to the city for refund of taxes, assessments or utility fees levied or imposed by the city. For purposes of this section, "utility fees" shall mean fees for water services, wastewater services or solid waste collection services.

(B) A claim for refund shall be in writing, signed under penalty of perjury by the claimant or the claimant's guardian, executor, conservator or administrator and shall be filed with the city clerk no later than one year after the date the claimant paid the taxes, assessments or utility fees of which refund is requested.

(C) A claim shall include the name and address of the claimant or the name and address of the claimant's guardian, executor conservator or administrator; the facts and reason on which the claim is based; the date and method of payment of the taxes, assessments or utility fees of which refund is requested; and the name and title of the person to whom such payment was made.

(D) No claim may be filed on behalf of a class of claimants.

(E) No suit for refund of taxes, assessments or utility fees shall be filed unless a claim has been filed and rejected in accordance with this. Any such suit shall be commenced within six months from and after the date on which the city council rejects the claim. No recovery shall be allowed in any such suit on any ground not specified in the claim.”

(F) Prior to filing a claim pursuant to this section any party seeking a refund or adjustment of utility fees that does not exceed one thousand dollars (\$1,000) shall file for review of the dispute utilizing the administrative appeal process adopted by City Council resolution.

Part 2. The foregoing recitals are true and correct.

Part 3. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted the Ordinance, and each section, sentence, clause or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Part 4. The City Clerk shall certify as to the adoption of this ordinance and shall cause this ordinance to be published with fifteen (15) calendar days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk in accordance with Government Code Section 36933(a). Ordinance No. _____ was first read on _____, 2017, and finally adopted on _____, 2017, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD ADOPTING AN ADMINISTRATIVE APPEAL
PROCESS FOR PARTIES SEEKING ADJUSTMENT OR
REFUND OF UTILITY FEES AND UTILITY-RELATED FEES

WHEREAS, customers seeking refunds or adjustments of utility fees must file claims pursuant to Oxnard City Code section 2-183; and

WHEREAS, on occasion City staff receives requests from customers to resolve disputes for refunds or adjustments of utility fees; and

WHEREAS, an administrative appeal process for disputes of less than \$1,000 will provide a more efficient means of addressing utility customer concerns; and

WHEREAS, Oxnard City Code section 2-183 has been amended to add subsection (F) to provide that any party seeking a refund or adjustment of utility fees of less than one thousand dollars (\$1,000) shall file for review of the dispute utilizing an administrative appeal process adopted by City Council resolution.

NOW, THEREFORE, the City Council resolves to adopt the administrative appeal process attached hereto as Exhibit A and incorporated by reference; which process shall take effect upon the effective date of the ordinance adding subsection (F) to City Code section 2-183.

PASSED AND ADOPTED THIS _____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

EXHIBIT A

ADMINISTRATIVE APPEAL PROCESS FOR PARTIES
SEEKING ADJUSTMENT OR REFUND OF UTILITY FEES
AND UTILITY RELATED FEES

1. DEFINITIONS

- A. "Utility fees" shall mean fees for water services, wastewater services or solid waste collection services.
- B. "Utility-related fees" shall include, but not be limited to, disconnect/reconnect fees, notice fees, after hours fees, meter removal fees, backflow fees, and returned check fees.
- C. "Refund" shall mean the difference between the original amount paid by the customer and the corrected utility fees charged to the customer.
- D. "Adjustment" shall mean the difference between the original utility fees charged to the customer and the corrected or disputed utility fees charged to the customer.

2. OVERVIEW

Prior to filing a claim pursuant to Oxnard City Code Section 2-183, any party seeking a refund or adjustment of utility fees of up to one thousand dollars (\$1,000) shall file for review of the dispute utilizing this administrative appeal process. This process in no way affects the authority for staff to make appropriate corrections to billing errors as detailed in Resolution No. 15,043. All references to the City Manager in this policy also include the City Manager's designee. All references to utility fees also include utility related fees.

3. APPEAL PROCESS FOR ADMINISTERING BILLING ADJUSTMENTS OR REFUNDS

- A. All requests for review of billing adjustments must be submitted to the City Manager via a "request for review form" no later than twelve months from the date the bill was issued.
- B. All requests for review of refunds must be submitted to the City Manager via a "request for review form" no later than twelve months from the date the customer paid the utility fees for which the refund is requested.

- C. All requests for review shall be signed and include the name and address of the customer, the facts and reason on which the request for review is based, and may include the date and method of payment of utility fees for which a refund is requested.
- D. The decision of the City Manager to administer a refund or issue a billing adjustment shall be based on the following criteria:
- (1) An examination of the nature of the dispute and any supporting documentation;
 - (2) A review of the dates and frequency of prior requests for refunds or billing adjustments of utility fees or other city fees;
 - (3) The customer's payment history with the city; and
 - (4) Any other criteria relevant to the determination.
- E. If a disputed bill is the result of a water leak on the customer's premises and one which would not be brought to the attention of the customer except on the receipt of a high bill, the city may issue a refund or make an adjustment for one month usage only on the wastewater portion of the bill by averaging the amount charged over a similar period. Such average shall normally be based on not less than twelve comparable months or a shorter period only if the account is active for a lesser period.

If the high bill is the result of leaks in plumbing where the customer is deemed to have constructive knowledge of such leaks, then no refund or billing adjustment shall be made.

When no leaks can be determined, a calibration test of the meter will be made upon the customer posting the current fee for calibration test with the City Manager.

- (1) If the meter is found faulty, the customer is entitled to a refund or billing adjustment for any excess in water and wastewater charges caused by the faulty meter, and the customer is entitled to a refund for the calibration test fee.
 - (2) If the meter test shows the meter is accurate and no other explanation of high consumption can be determined, then, no refund or billing adjustment shall be made and the customer will be responsible for the calibration test fee.
- F. The City Manager may issue a refund or make a one-time billing adjustment, in whole or in part, for disputed utility fees up to an amount of \$1,000 per customer account. Requests for review of refunds or billing adjustments in excess of this amount shall be filed pursuant to the claims process detailed in Oxnard City Code section 2-183.

- G. This resolution does not preclude the City Manager from issuing a refund of the remaining credit balance of an account that has been closed and is in good standing, where the customer does not owe any other balance to the city.

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 4

DATE: November 27, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Thien Ng
Interim Public Works Director

SUBJECT: Award Contract for Street Overlays Project--Phase I PW 18-02 (5/15/15)

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-8024 with Toro Enterprises, Inc., in the amount of \$3,767,700 for the Streets Overlay Project—Phase I PW 18-02; and
2. Approve an additional appropriation of \$400,000 as a contingency for the Streets Overlay Project—Phase I PW 18-02.
3. Approve an appropriation of \$4,167,700 from Street Maintenance Fund 105 to Street Overlay Project—Phase I (Non-Capital) Project No. 18IN03.

BACKGROUND

On July 18, 2017, staff reported to City Council that in Fiscal Year 2017/18 the Public Works Department plans to complete 27 projects with an estimated budget of \$31 million, which comes from Measure O and Street Maintenance funding. The report included the plan for streets overlay application or thin maintenance overlay (TMO) to 15 arterial streets throughout the City, which are to be completed in two phases. The first phase of the streets overlay project (“Project”) includes:

Award Contract for Streets Overlay Project--Phase I PW 18-02 (5/15/15)

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Victoria Avenue – South End to North City Limit
 Third Street
 West 5th Street – Harbor Boulevard to Ventura Road
 Sturgis Avenue
 Eastman Avenue
 Lombard Street
 Harbor Boulevard.

The streets overlay measures for arterial roadways includes overlaying the travel lanes to create a smooth riding surface that should last for five to ten years until a more complete resurfacing project can be funded and constructed. This is also referred to as a stop gap solution.

The Project consists of furnishing all necessary labor, materials, equipment, work signs, cones and traffic control equipment and other incidental and appurtenant work to perform thin maintenance overlay, asphalt concrete dig out and repair, patching, milling and paving, cape seal, slurry seal, crack sealing and concrete works at the various locations designated on the plans.

Lowest Responsive Bid

The notice inviting formal bids (NIFB) for the Project was published on October 5, 2017, and all bids were due on October 24, 2017. The City received the bids listed below:

Toro Enterprises, Inc.	\$3,767,700.00
Granite Construction Company	\$3,988,735.50
All American Asphalt	\$4,227,770.00
Hardy & Harper, Inc.	\$4,321,000.00

The lowest bidder is Toro Enterprises, Inc., and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Toro Enterprises, Inc. 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 State of 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, fit and capable of satisfactorily completing the Project. Thus, staff recommends that the City Council award the contract for this Project to Toro Enterprises, Inc.

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.

Award Contract for Streets Overlay Project--Phase I PW 18-02 (5/15/15)

November 27, 2017

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Additionally, funds estimated in the amount of \$400,000 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.

As of November 14, 2017, the Public Works Department has completed or is in the process of completing streets projects in the Camino del Sol, Windsor, La Colonia and Rio Lindo neighborhoods. The four completed projects have a combined budget of \$7.88 million. Of the \$31 million available for street maintenance and construction, \$7.88 million has been appropriated, leaving \$23.12 million. Since the Project proposes using \$4.17 million, the balance would be \$18.95 million for the remaining 16 projects.

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 \$4,167,700 from Street Maintenance Fund 105 Fund Balance to Street Overlay Phase I Non-Capital Project (Project No. 18IN03) of which \$3,768,000 will be construction cost (Account No. 105-3015-826.86-10) and \$400,000 will be Services from Other Programs (Account No. 105-3015-826.84-51). The FY16-17 preliminary un-audited unreserved fund balance for Street Maintenance Fund is \$10.13 million. Including this recommendation, the net estimated Street Maintenance Fund Balance for FY17-18 is \$7.83 Million.

ATTACHMENTS:

Attachment A - Thin Maintenance Overlay Bid Tabulation

Attachment B - Toro Enterprises Bid Package

Attachment C - Agreement A-8024 with Toro Enterprises

Award Contract for Streets Overlay Project--Phase I PW 18-02 (5/15/15)

November 27, 2017

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BA - TMO Phase 1 Non-Capital 18IN03 (11-27-17)

PW 18-02 THIN MAINTENANCE OVERLAY PROJECT**Owner:** City of Oxnard

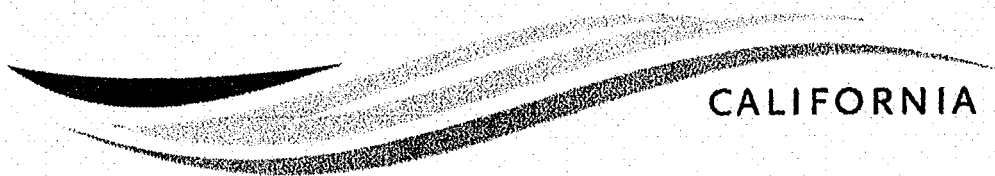
Bid Opening: 10/24/17					Toro Enterprises, Inc.		Granite Construction Company		All American Asphalt		Hardy & Harper, Inc.	
					2101 E. Ventura Blvd. Oxnard, CA 93036 US		5335 Debbie Lane Santa Barbara, CA 99311 US		400 East Sixth Street Corona, CA 92879 US		1312 E. Warner Avenue Corona, CA 92879 US	
					#1		#2		#3		#4	
<i>Item #</i>	<i>Item Description</i>	<i>Payment Code</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>
1	Mobilization/Demobilization	1001-3	LS	1	\$100,000.00	\$100,000.00	\$195,000.00	\$195,000.00	\$135,000.00	\$135,000.00	\$76,000.00	\$76,000.00
2	Traffic Control And Public Convenience And Safety	1505-4	LS	1	\$165,000.00	\$165,000.00	\$127,688.00	\$127,688.00	\$189,170.00	\$189,170.00	\$123,000.00	\$123,000.00
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	\$15,000.00	\$15,000.00	\$4,100.00	\$4,100.00	\$20,000.00	\$20,000.00	\$33,770.00	\$33,770.00
	0.10 – Feet Thick Thin Maintenance Overlay											
4	Cold Mill AC Pavement (2" Max)	1130-4	SY	50,000	\$1.45	\$72,500.00	\$2.15	\$107,500.00	\$2.00	\$100,000.00	\$2.50	\$125,000.00
5	Unclassified Excavation	1120-4	CY	300	\$55.00	\$16,500.00	\$55.00	\$16,500.00	\$95.00	\$28,500.00	\$150.00	\$45,000.00
6	Class 2 Aggregate Base	1130-4	TN	300	\$45.00	\$13,500.00	\$35.00	\$10,500.00	\$65.00	\$19,500.00	\$76.00	\$22,800.00
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	600	\$120.00	\$72,000.00	\$85.00	\$51,000.00	\$110.00	\$66,000.00	\$150.00	\$90,000.00
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	1,000	\$105.00	\$105,000.00	\$85.00	\$85,000.00	\$112.00	\$112,000.00	\$150.00	\$150,000.00
9	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	1,800	\$100.00	\$180,000.00	\$105.00	\$189,000.00	\$114.00	\$205,200.00	\$123.00	\$221,400.00
10	Asphalt Rubber Hot Mix (ARHM-GG-D PG 64-16)	1152-10	TN	15,630	\$100.00	\$1,563,000.00	\$105.00	\$1,641,150.00	\$103.00	\$1,609,890.00	\$100.00	\$1,563,000.00
11	Install 3/8" HMA (Type A, PG 76-22TR) – Terminal Blend	1153-4	TN	8,100	\$100.00	\$810,000.00	\$112.00	\$907,200.00	\$117.00	\$947,700.00	\$120.00	\$972,000.00
12	Remove And Replace PCC Curb And Gutter (A2-6)	1174-6	LF	1,000	\$40.00	\$40,000.00	\$42.00	\$42,000.00	\$53.00	\$53,000.00	\$65.00	\$65,000.00
13	Remove And Replace PCC Sidewalk	1174-6	SF	1,200	\$6.50	\$7,800.00	\$16.00	\$19,200.00	\$8.00	\$9,600.00	\$15.00	\$18,000.00
14	Remove And Replace PCC Driveway	1174-6	SF	1,000	\$9.35	\$9,350.00	\$19.50	\$19,500.00	\$12.00	\$12,000.00	\$18.00	\$18,000.00
15	Grind PCC Sidewalk	1174-6	SF	500	\$9.00	\$4,500.00	\$13.80	\$6,900.00	\$11.00	\$5,500.00	\$20.00	\$10,000.00
16	Install 24-Inch HD Root Barrier	1174-6	LF	300	\$24.00	\$7,200.00	\$40.00	\$12,000.00	\$30.00	\$9,000.00	\$30.00	\$9,000.00
17	Adjust Manhole Cover To Finished Grade	1185.3	EA	125	\$460.00	\$57,500.00	\$380.00	\$47,500.00	\$675.00	\$84,375.00	\$1,000.00	\$125,000.00
18	Adjust Water Valve Cover To Finished Grade	1185.3	EA	275	\$400.00	\$110,000.00	\$380.00	\$104,500.00	\$450.00	\$123,750.00	\$500.00	\$137,500.00
19	Adjust Survey Monument Cover To Finished Grade	1185.3	EA	20	\$830.00	\$16,600.00	\$380.00	\$7,600.00	\$450.00	\$9,000.00	\$1,000.00	\$20,000.00
20	Install Traffic Loop Detector	1520-3	EA	110	\$291.00	\$32,010.00	\$325.00	\$35,750.00	\$400.00	\$44,000.00	\$500.00	\$55,000.00
21	Install Bike Loop Detector	1520-3	EA	20	\$312.00	\$6,240.00	\$425.00	\$8,500.00	\$425.00	\$8,500.00	\$500.00	\$10,000.00
22	Remove And Replace Street Name Sign	1530-4	EA	35	\$140.00	\$4,900.00	\$135.00	\$4,725.00	\$150.00	\$5,250.00	\$150.00	\$5,250.00
23	Remove And Replace Street Sign And Post	1530-4	EA	10	\$213.00	\$2,130.00	\$205.00	\$2,050.00	\$225.00	\$2,250.00	\$234.00	\$2,340.00
24	Crack Seal	1155-4	LB	5,000	\$4.25	\$21,250.00	\$3.50	\$17,500.00	\$4.00	\$20,000.00	\$5.00	\$25,000.00
25	Slurry Seal Type II (RAP)	1160-5	SY	128,000	\$1.35	\$172,800.00	\$1.30	\$166,400.00	\$1.85	\$236,800.00	\$1.76	\$225,280.00
	Traffic Striping and Markers											
26	Install 24" Yellow Crosswalk-Ladder Type - Thermoplastic	1515-4	SF	400	\$1.95	\$780.00	\$1.85	\$740.00	\$2.00	\$800.00	\$2.00	\$800.00
27	Install Bike Lane Symbol With Arrow Pavement Marking - Thermoplastic	1515-4	EA	60	\$73.00	\$4,380.00	\$70.00	\$4,200.00	\$75.00	\$4,500.00	\$76.00	\$4,560.00

28	Install "STOP" Pavement Marking - Thermoplastic	1515-4	EA	30	\$150.00	\$4,500.00	\$145.00	\$4,350.00	\$150.00	\$4,500.00	\$177.00	\$5,310.00
29	Install "SIGNAL" Pavement Marking - Thermoplastic	1515-4	EA	6	\$208.00	\$1,248.00	\$200.00	\$1,200.00	\$225.00	\$1,350.00	\$222.00	\$1,332.00
30	Install "AHEAD" Pavement Marking - Thermoplastic	1515-4	EA	6	\$208.00	\$1,248.00	\$200.00	\$1,200.00	\$225.00	\$1,350.00	\$222.00	\$1,332.00
31	Install RR-XING Transverse Line - Thermoplastic	1515-4	EA	6	\$208.00	\$1,248.00	\$200.00	\$1,200.00	\$225.00	\$1,350.00	\$222.00	\$1,332.00
32	Install 24" RR-XING Symbol Pavement Marking - Thermoplastic	1515-4	LF	200	\$4.15	\$830.00	\$4.00	\$800.00	\$5.00	\$1,000.00	\$5.00	\$1,000.00
33	Install Arrow Type IV Pavement Marking - Thermoplastic	1515-4	EA	155	\$60.00	\$9,300.00	\$58.00	\$8,990.00	\$60.00	\$9,300.00	\$60.00	\$9,300.00
34	Install Arrow Type VI Pavement Marking - Thermoplastic	1515-4	EA	3	\$260.00	\$780.00	\$250.00	\$750.00	\$300.00	\$900.00	\$300.00	\$900.00
35	Install Arrow Type I-10' Pavement Marking - Thermoplastic	1515-4	EA	2	\$58.00	\$116.00	\$55.00	\$110.00	\$75.00	\$150.00	\$100.00	\$200.00
36	Install Arrow Type I-18' Pavement Marking - Thermoplastic	1515-4	3A	2	\$78.00	\$156.00	\$75.00	\$150.00	\$100.00	\$200.00	\$100.00	\$200.00
37	Install Detail 27B Thermoplastic	1515-4	LF	27,700	\$0.36	\$9,972.00	\$0.35	\$9,695.00	\$0.40	\$11,080.00	\$0.39	\$10,803.00
38	Install 12" Thermoplastic Traffic Stripe	1515-4	LF	7,950	\$1.82	\$14,469.00	\$1.75	\$13,912.50	\$2.00	\$15,900.00	\$2.00	\$15,900.00
39	Install Detail 9 - Thermoplastic	1515-4	LF	53,000	\$0.29	\$15,370.00	\$0.30	\$15,900.00	\$0.32	\$16,960.00	\$0.30	\$15,900.00
40	Install Detail 22 - Thermoplastic	1515-4	LF	7,700	\$0.73	\$5,621.00	\$0.70	\$5,390.00	\$0.75	\$5,775.00	\$0.77	\$5,929.00
41	Install Detail 29 - Thermoplastic	1515-4	LF	2,900	\$0.73	\$2,117.00	\$0.70	\$2,030.00	\$0.75	\$2,175.00	\$0.77	\$2,233.00
42	Install Detail 31 - Thermoplastic	1515-4	LF	1,500	\$0.73	\$1,095.00	\$0.70	\$1,050.00	\$0.75	\$1,125.00	\$0.77	\$1,155.00
43	Install Detail 32 - Thermoplastic	1515-4	LF	13,500	\$0.73	\$9,855.00	\$0.70	\$9,450.00	\$0.75	\$10,125.00	\$0.77	\$10,395.00
44	Install Detail 38 - Thermoplastic	1515-4	LF	16,700	\$0.73	\$12,191.00	\$0.70	\$11,690.00	\$0.75	\$12,525.00	\$0.77	\$12,859.00
45	Install Detail 39 - Thermoplastic	1515-4	LF	85,000	\$0.60	\$51,000.00	\$0.60	\$51,000.00	\$0.60	\$51,000.00	\$0.59	\$50,150.00
46	Install Detail 39A - Thermoplastic	1515-4	LF	7,000	\$0.60	\$4,200.00	\$0.60	\$4,200.00	\$0.65	\$4,550.00	\$0.77	\$5,390.00
47	Install Detail 40 - Thermoplastic	1515-4	LF	1,700	\$1.30	\$2,210.00	\$1.25	\$2,125.00	\$1.50	\$2,550.00	\$2.00	\$3,400.00
48	Install Detail 2 - Thermoplastic	1515-4	LF	7,800	\$0.47	\$3,666.00	\$0.45	\$3,510.00	\$0.50	\$3,900.00	\$0.55	\$4,290.00
49	Install Detail 25 - Thermoplastic	1515-4	LF	1,800	\$0.36	\$648.00	\$0.35	\$630.00	\$0.40	\$720.00	\$0.55	\$990.00
50	Paint Curb (2-Coat)	1515-4	LF	2,000	\$2.18	\$4,360.00	\$2.10	\$4,200.00	\$2.50	\$5,000.00	\$3.00	\$6,000.00
51	Install Blue RPM	1515-4	EA	200	\$7.80	\$1,560.00	\$7.50	\$1,500.00	\$15.00	\$3,000.00	\$10.00	\$2,000.00
Bid List Total -SUBMITTED						\$3,767,700.00		\$3,988,735.50		\$4,227,770.00		\$4,321,000.00
Total Bid Amount -VERIFIED						\$3,767,700.00		\$3,988,735.50		\$4,227,770.00		\$4,321,000.00
					Toro Enterprises, Inc.		Granite Construction Company		All American Asphalt		Hardy & Harper, Inc.	
Listed Subs					Superior Pavement Markings 5312 Cypress Cypress, CA Taft Electric 1694 Eastman Ventura, CA Caseland Surveying 614 N. Eckhoff Street Orange, CA Pavement Coatings 10240 San Sevain Way Jurupa Valley, CA		CTI P.O. Box 385 La Habra, CA Pavement Coatings 10240 San Sevain Way Jurupa Valley, CA Traffic Loops Crackfilling 946 S. Emerald St. Anaheim, CA		Taft Electric 1694 Eastman Ventura, CA Superior Pavement 5312 Cypress Street Cypress, CA		EBS Utilities 1320 E. 6th Street Corona, CA Pavement Coatings 10240 San Sevain Way Jurupa Valley, CA Superior Pavement 5312 Cypress Street Cypress, CA MD Crackfill P.O. Box 15504 Santa Ana, CA Caseland Surveying 614 N. Eckhoff Street Orange, CA	

BID PACKET

CITY OF

OXNARD



FOR

THIN MAINTENANCE OVERLAY PROJECT

PW 18-02

Submitted by:

Contractor's Name: TORO ENTERPRISES, INC.

Address: 2101 E. VENTURA BLVD

City: OXNARD State: CALIFORNIA Zip Code: 93036

Contact Person: MATT EVANS Phone: 805.483.4515

Email: mevans@toroenterprises.com Date: 10/23/2017

BID FOR THIN MAINTENANCE OVERLAY PROJECT PW 18-02

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Thin Maintenance Overlay 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 10/23/17 [date], at OXNARD [city], CALIFORNIA [state].

Bidder's Name (Company): TORO ENTERPRISES, INC.

Signature: [Signature]

Title: PRESIDENT

Print: SEAN CASTILLO

Date: 10/23/17

CITY OF OXNARD

BID SHEETS FOR THIN MAINTENANCE OVERLAY PROJECT PW 18-02

Bidder's Name: TORO ENTERPRISES, INC

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QUANTITY	UNIT PRICE
1	Mobilization/Demobilization	1001-3	LS	1	100,000.-
2	Traffic Control And Public Convenience And Safety	1505-4	LS	1	165,000.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	15,000.-
	0.10 – Feet Thick Thin Maintenance Overlay				
4	Cold Mill AC Pavement (2" Max)	1110-3	SY	50,000	1.45
5	Unclassified Excavation	1120-4	CY	300	55.-
6	Class 2 Aggregate Base	1130-4	TN	300	45.-
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	600	120.-
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	1,000	105.-
9	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TN	1,800	100.-
10	Asphalt Rubber Hot Mix (ARHM-GG-D PG 64-16)	1152-10	TN	15,630	100.-
11	Install 3/8" HMA (Type A, PG 76-22TR) – Terminal Blend	1153-4	TN	8,100	100.-
12	Remove And Replace PCC Curb And Gutter (A2-6)	1174-6	LF	1,000	40.-
13	Remove And Replace PCC Sidewalk	1174-6	SF	1,200	6.50
14	Remove And Replace PCC Driveway	1174-6	SF	1,000	9.35
15	Grind PCC Sidewalk	1174-6	SF	500	9.-
16	Install 24-Inch HD Root Barrier	1174-6	LF	300	24.-
17	Adjust Manhole Cover To Finished Grade	1185-3	EA	125	460.-
18	Adjust Water Valve Cover To Finished Grade	1185-3	EA	275	400.-

19	Adjust Survey Monument Cover To Finished Grade	1185-3	EA	20	830.-
20	Install Traffic Loop Detector	1520-3	EA	110	291.-
21	Install Bike Loop Detector	1520-3	EA	20	312.-
22	Remove And Replace Street Name Sign	1530-4	EA	35	140.-
23	Remove And Replace Street Sign And Post	1530-4	EA	10	213.-
24	Crack Seal	1155-4	LB	5,000	4.25
25	Slurry Seal Type II (RAP)	1160-5	SY	128,000	1.35
Traffic Striping and Markers					
26	Install 24" Yellow Crosswalk-Ladder Type - Thermoplastic	1515-4	SF	400	1.95
27	Install Bike Lane Symbol With Arrow Pavement Marking - Thermoplastic	1515-4	EA	60	73.-
28	Install "STOP" Pavement Marking - Thermoplastic	1515-4	EA	30	150.-
29	Install "SIGNAL" Pavement Marking - Thermoplastic	1515-4	EA	6	208.-
30	Install "AHEAD" Pavement Marking - Thermoplastic	1515-4	EA	6	208.-
31	Install RR-XING Symbol Pavement Marking - Thermoplastic	1515-4	EA	6	208.-
32	Install 24" RR-XING Transverse Line - Thermoplastic	1515-4	LF	200	4.15
33	Install Arrow Type IV Pavement Marking - Thermoplastic	1515-4	EA	155	60.-
34	Install Arrow Type VI Pavement Marking - Thermoplastic	1515-4	EA	3	260.-
35	Install Arrow Type I-10' Pavement Marking - Thermoplastic	1515-4	EA	2	58.-
36	Install Arrow Type I-18' Pavement Marking - Thermoplastic	1515-4	EA	2	78.-
37	Install Detail 27B Thermoplastic	1515-4	LF	27,700	0.36
38	Install 12" Thermoplastic Traffic Stripe	1515-4	LF	7,950	1.82
39	Install Detail 9 - Thermoplastic	1515-4	LF	53,000	0.29
40	Install Detail 22 - Thermoplastic	1515-4	LF	7,700	0.73
41	Install Detail 29 - Thermoplastic	1515-4	LF	2,900	0.73
42	Install Detail 31 - Thermoplastic	1515-4	LF	1,500	0.73
43	Install Detail 32 - Thermoplastic	1515-4	LF	13,500	0.73
44	Install Detail 38 - Thermoplastic	1515-4	LF	16,700	0.73

45	Install Detail 39 - Thermoplastic	1515-4	LF	85,000	0.60
46	Install Detail 39A - Thermoplastic	1515-4	LF	7,000	0.60
47	Install Detail 40 - Thermoplastic	1515-4	LF	1,700	1.30
48	Install Detail 2 - Thermoplastic	1515-4	LF	7,800	0.47
49	Install Detail 25 - Thermoplastic	1515-4	LF	1,800	0.36
50	Paint Curb (2-Coat)	1515-4	LF	2,000	2.18
51	Install Blue RPM	1515-4	EA	200	7.80
TOTAL AMOUNT:					\$ 3,767,700.-

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 IN DIGITS: \$ 3,767,700.-

TOTAL BID PRICE IN WORDS: THREE MILLION, SEVEN HUNDRED SIXTY-SEVEN THOUSAND,
SEVEN HUNDRED DOLLARS & NO CENTS.

Contractor must complete all Work within eighty (80) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
#01 10/17/17
#02 10/18/17
#03 10/18/17
#04 _____

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

Bidder's Name (Company): TORO ENTERPRISES, INC.

Signature: 

Title: PRESIDENT

Print: SEAN CASTILLO

Date: 10/23/17

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: TORO ENTERPRISES, INC.
- (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: 2101 E. VENTURA BLVD, OXNARD, CA, 93036
- Phone 1: 805.483.4515 Phone 2: _____
- Email: SEAN@TOROENTERPRISES.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: 710580, CLASS:A
 Original Date Issued: 08/31/1995 Expiration Date: 08/31/2019
- (6) DIR Contractor Registration Number: 1000002410
- (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:
SEAN CASTILLO, PRESIDENT, 2101 E. VENTURA BLVD, OXNARD, CA, 93036
805.483.4154515
- (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:
NONE, N/A

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

NONE, 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:

NONE, N/A

- b. Briefly summarize the parties' claims and defenses:

NONE, N/A

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

NONE, N/A

- (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:

NONE, N/A

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

NONE, N/A

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

NONE, N/A

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

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

- a. By you against the owner? Circle one: Yes ☐ No ☒
- b. By the owner against you? Circle one: Yes ☐ No ☒
- c. By any agency or individual for labor compliance? Circle one: Yes ☐ No ☒
- d. By Subcontractors? Circle one: Yes ☐ No ☒
- e. Are any such claims/actions unresolved/outstanding? Circle one: Yes ☐ No ☒

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

N/A

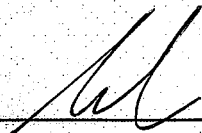
(16) List the last three (3) projects, if any, you have worked on or are currently working on for the City of Oxnard:

1. LA COLONIA NEIGHBORHOOD STREET IMPROVEMENT
2. ON CALL PATCHING AND REPAIRS
3. COLLEGE ESTATES NEIGHBORHOOD STREET RESURFACING

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:



SEAN CASTILLO

Title: PRESIDENT Date: 10/23/17

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Ventura }

On 10/23/17 before me, Kelly Westbrook, Notary Public
(Here insert name and title of the officer)

personally appeared Sean Castillo,
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.

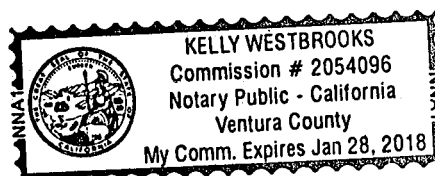
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kelly Westbrook

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Questionnaire Form
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 10/23/17

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)

☒ Corporate Officer Pres

(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

This Questionnaire Form must be notarized below.

State of California _____)

County of _____) ss

City of _____)

On _____ before me, _____

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

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

Signature _____

(Seal)

REFERENCES FORM

For all like work that the Bidder is currently working on or has worked on for public agencies in the past two (2) years, provide the information requested below. If 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: **PLEASE SEE ATTACHED REFERENCES**

Construction Dates **From:** _____ **To:** _____

Agency Name: _____

Project Manager: _____ **Telephone:** _____

Original Contract Amount: \$ _____ **Final Contract Amount:** \$ _____

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

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

Project 2 Description: _____

Construction Dates From: _____ To: _____

Agency Name: _____

Project Manager: _____ **Telephone:** _____

Original Contract Amount: \$ _____ **Final Contract Amount:** \$ _____

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

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

Project 3 Description: **PLEASE SEE ATTACHED REFERENCES**

Construction Dates From: _____ To: _____

Agency Name: _____

Project Manager: _____ Telephone: _____

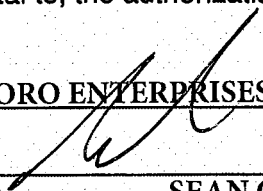
Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

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

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

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

Bidder's Name: TORO ENTERPRISES, INC

Signature:  Title: PRESIDENT Date: 10/23/17
SEAN CASTILLO



REFERENCE LIST

CONCRETE PROJECTS

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd., Simi Valley, CA 93063

Contact: Sarah Sheshebor

Brief Description: R&R Sidewalks, Curbs, Gutters, Ramps

Project: Madera Road Widening

Owner: City of Simi Valley

Contract Amount: \$805,979.04

Completed: 6/15

Did Toro File Any Claims Against The Agency: No

Did the Agency File Any Claims Against Toro Enterprises, Inc: No

Contract With: City of South Pasadena - 1414 Mission St, South Pasadena, CA 91030

Contact: Thomas Amare

Brief Description: Installation of 4" PCC Sidewalks

Project: Sidewalk Replacement Project

Owner: City of South Pasadena

Contract Amount: \$124,929.38

Completed: 6/15

Did Toro File Any Claims Against The Agency: No

Did the Agency File Any Claims Against Toro Enterprises, Inc: No

Contract With: City of Burbank - 310 E. Olive Ave. Burbank, CA 91502

Contact: Karen Little

Brief Description: Sawcut and R&R Sidewalks, Curbs, Ramps 8" PCC

Project: Residential Street Improvements

Owner: City of Burbank

Contract Amount: \$2,415,950.00

Completed: 12/15

Did Toro File Any Claims Against The Agency: No

Did the Agency File Any Claims Against Toro Enterprises, Inc: No



REFERENCE LIST

Paving

Contract: County of Ventura
Contact: Jeff Pratt 805.654.2039
Description: 6,755 TONS OF ARHM
Project Name: Pavement Resurfacing - Oxnard Area
Owner: County of Ventura
Contract Amount: \$1,159,339.20
Completed: 2/18/2017
Engineer: Jeewong Kim
Project Manager: Sean Castillo, 805.483.4515
Original End: N/A
Stop Notices or Mechanic liens Filed: None, N/A
Amount of LD's: None
Resloution of Any Claim: None, N/A
Did Toro Enterprises, inc File Claims Against The Agency: No
Did the Agency File Any Claims Against Toro Enterprises, Inc: No

Contract: County of Ventura
Contact: Jeff Pratt 805.654.2039
Description: 9,200 TONS OF ARHM, 1,977 SF SIDEWALK R&R
Project Name: Pavement Rehabilitaton - Ventura & Mira Monte Areas
Owner: County of Ventura
Contract Amount: \$1,250,576.-
Completed: 7/13/2016
Engineer: Ariel Braza
Project Manager: Sean Castillo, 805.483.4515
Original End: N/A
Stop Notices or Mechanic liens Filed: None, N/A
Amount of LD's: None
Resloution of Any Claim: None, N/A
Did Toro Enterprises, inc File Claims Against The Agency: No
Did the Agency File Any Claims Against Toro Enterprises, Inc: No

Contract: County of Ventura
Contact: Jeff Pratt 805.654.2039
Description: 28,099 LF of Curb & Gutter, 450 Tons of AC Paving,
Project Name: Pavement Rehabilitation - Las Posas Valley, Newbury Park, & Santa Susana Areas
Owner: County of Ventura
Contract Amount: \$952,609
Completed: 8/24/2016
Engineer: Ariel Braza
Project Manager: Sean Castillo, 805.483.4515
Original End: N/A
Stop Notices or Mechanic liens Filed: None, N/A
Amount of LD's: None
Resloution of Any Claim: None, N/A
Did Toro Enterprises, inc File Claims Against The Agency: No
Did the Agency File Any Claims Against Toro Enterprises, Inc: No



GENERAL ENGINEERING
CONTRACTORS

REFERENCE LIST

UTILITIES - WATERLINE PROJECTS

Contract With: City of Oxnard - 305 W. Third St. Oxnard, CA 93030

Contact: Raymond Williams (805)38-7902

Description: R&R 12" Waterline & Street Resurfacing

Project: 12" CIP Water Main Replacement on Rose Ave.

Owner: City of Oxnard

Contract Amount: \$525,496.06

Completed: 06/15

Did Toro File Any Claims Against The Agency: No

Did the Agency File Any Claims Against Toro Enterprises, Inc: No

Contract With: CAL POLY POMONA

Contact: Bruyn Bevans, Sr. (909)869-6842

Description: 6" STEEL INSULATED HOT & COLD WATERPIPE

Project: CHILLED AND HOT WATER LINE EXTENSION PROJECT

Owner: CAL POLY POMONA

Contract Amount: 656,161

Completed: 12/31/2016

Did Toro File Any Claims Against The Agency: No

Did the Agency File Any Claims Against Toro Enterprises, Inc: No

Contract With: City of Oxnard - 305 W. Third St. Oxnard, CA 93030

Contact: Raymond Williams (805)38-7902

Description: Remove 16,680LF of 8" & 10" CIP and Replace with 8' & 10" PVC

Project: Bryce Canyon North Neighborhood St. Resurfacing & Water

Owner: City of Oxnard

Contract Amount: \$4,587,369.38

Completed: 06/15

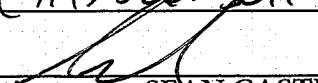
Did Toro File Any Claims Against The Agency: No

Did the Agency File Any Claims Against Toro Enterprises, Inc: No

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%)
Superior Pavement Markings 776306 (SC)	776306 C-32	1000001476	5312 Cypress St., Cypress, CA (714) 995-9100	Striping, Markings, Signs.	6%
Taft Electric	772245 A, C-10	1000000149 1000000 (SC)	1694 Eastman Ave. Ventura, Ca (805) 642- 0000 0121	Electrical	1%
Caseland Surveying	L5411 LS	1000001533	614 N. Eckhoff St., Orange, Ca (714) 628 8948	Survey Monumentation	1%
Pavement Coatings	303609 A	1000003382	10240 San Savain w.y. Jurupa Valley, Ca (714) 826-3011	Slurry Seal (Type II)	5.2%

Bidder's Name: TORO ENTERPRISES, INC. Signature:  Title: PRESIDENT Date: 10/23/17

SEAN CASTILLO

* 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

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	180	200	197	170	144	126	1,017
Total dollar amount of contracts (in thousands)	80,000	78,000	75,000	75,000	72,000	54,000	434,000
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	3	5	5	1	5	2	21
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

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

Bidder's Name: TORO ENTERPRISES, INC

Signature: 
SEAN CASTILLO

Title: PRESIDENT

Date: 10/23/17

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declare(s):

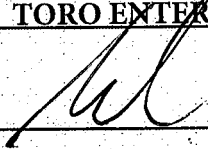
I/we am/are the PRESIDENT of TORO ENTERPRISES, INC.,
the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, LLC, 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 10/23/17 [date], at OXNARD [city], CALIFORNIA [state].

Bidder's Name: TORO ENTERPRISES, INC.

Signature: 

SEAN CASTILLO

Title: PRESIDENT

Date: 10/23/17

This Noncollusion Declaration must be notarized on the following page.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Ventura }

On 10/23/17 before me, Kelly Westbrook, Notary Public
(Here insert name and title of the officer)

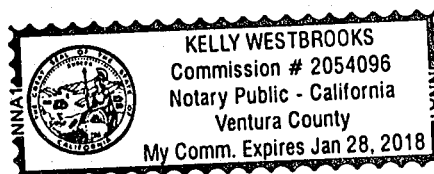
personally appeared Jean Castillo,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

Kelly Westbrook
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collusion

(Title or description of attached document)

Declaration

(Title or description of attached document continued)

Number of Pages 1 Document Date 10/23/17

CAPACITY CLAIMED BY THE SIGNER

☐ Individual(s)

☒ Corporate Officer

(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

(Continuation of Noncollusion Declaration)

State of California)

County of _____ ss

City of _____)

On _____ before me,

(insert name and title of the officer)

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

Signature _____

(Seal)

Public Works Department

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



October 17, 2017

ADDENDUM NO. 1
Thin Maintenance Overlay Project
PW 18-02

SCHEDULED BID OPENING DATE: October 24, 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.

This addendum forms a part of the bid documents as follows:

1. Section 1515-4 MEASUREMENT AND PAYMENT shall be deleted in its entirety and replaced with the following:

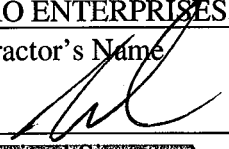
1515-4 MEASUREMENT AND PAYMENT

Payment for performing the Work under this Section shall be made on a unit price basis as indicated in the Bid Sheets.

Such a price for traffic striping, curb and pavement markings, and pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in connection with the Plans as specified in the Standard Specifications and these Special Provisions, and as directed by the City Engineer.

Addendum No. 1 Received: Date: 10/17/2017

TORO ENTERPRISES, INC
 Contractor's Name


 Authorized Signature

2101 E. VENTURA BLVD
 Address

OXNARD, CA 93036
 City State Zip Code

SEAN CASTILLO - PRESIDENT
 Name and Title

805.483.4515
 Telephone Number, Including Area Code

Public Works Department

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



October 18, 2017

ADDENDUM NO. 2

**Thin Maintenance Overlay Project
 PW 18-02**

SCHEDULED BID OPENING DATE: October 24, 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. The project plans do not indicate the details (streets and limits of construction) that are provided in the special provisions of the specifications pages SP51 thru SP55.

Response: The City provided separate location maps attached to the Contract Documents. Indicated on the maps are the names of the streets with stationing, the limits of construction (Begin & End), and the full width of the street.

2. Can you please clarify and identify on what streets get the following details / treatments:

0.10' Thick ARHM

Name	Begin	End	Estimated Quantity
Victoria Ave	Channel Islands Blvd	Gonzales Rd	8,900 Ton
Third St	Garfield Ave	Rose Ave	1,810 Ton
W Fifth St	Harbor Blvd	Ventura Rd	3,500 Ton

0.10' Thick HMA Terminal Blend

Name	Begin	End	Estimated Quantity
Sturgis Ave	Lombard St	City Limit	3,100 Ton
Eastman Ave	Rose Ave	Rice Ave	1,800 Ton
Lombard St	Eastman Ave	Camino Del Sol	1,250 Ton
Harbor Blvd	5 th St	City Limit	1,200 Ton

ADDENDUM NO. 2 Thin Maintenance Overlay Project PW 18-02

Page -2-

Type II Slurry Seal

Name	Begin	End	Estimated Quantity
Victoria Ave	San Nicholas Ave	Channel Islands Blvd	43,900 SY
Victoria Ave	Gonzales Rd	City Limit	57,000 SY
W Fifth St (West Bound)	Victoria Ave	Ventura Rd	21,000 SY

3. Detail 1 on page SP52 .10' depth key cut – Streets, Locations and limits of key cuts.
Detail 1 on page SP52 AC level coarse – Streets, Locations and limits of level coarse.
Detail 2 on page SP53 .10' full width AC Mill – Streets, Locations and limits of full area mill.

Response: Details on page SP52 - SP55 are typical cross sections provided to show the full detail of work to be performed as per the Engineer's direction.

4. On streets that have no curb and gutter and that are to receive and an AC or ARHM overlay, do these streets get a key cut; a full area mill or neither and are just overlayed with asphalt? If they are not milled, will shoulder backing be required?

Response: On streets that have no curb & gutter that are to receive ARHM or HMA Terminal Blend: No key cut, just overlayed. No shoulder backing required.

5. Is there a chance that there is a regular set of drawings (engineered plans / not google maps) that are available and are to scale; preferably 40 scale, so one can perform a quantity take-off to determine productions?

Response: The description of works and quantities are given in the proposal (Bid Sheets), as a basis for the comparison of bids. See Section 5 Quantities Approximate of the Instructions to Bidders, page I1. The City provided a separate location map attached to the Contract Documents. Indicated on the maps are the name of the streets with stationing, the limits of construction (Begin & End), and the full width of the street.

Addendum No. 2 Received: Date: 10/18/17

TORO ENTERPRISES, INC.
Contractor's Name

2101 E. VENTURA BLVD.
Address

[Signature]
Authorized Signature

OXNARD CA 93030
City State Zip Code

SEAN CASTILLO - PRESIDENT
Name and Title

805-483-4515
Telephone Number, Including Area Code

Public Works Department

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



October 18, 2017

ADDENDUM NO. 3

Thin Maintenance Overlay Project

PW 18-02

SCHEDULED BID OPENING DATE: October 24, 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. Can you please provide us the areas in which concrete repairs will be done so we can evaluate roots etc.?
2. Is there a more detailed layout for the dig out areas so we can quantify by location?

Response: The quantities given in the Contract Documents are approximate only, being given as a basis for the comparison of bids. The City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Engineer.

The City is providing approximate quantities, scope and description of work, location maps indicating limits of project per street, and no detailed layout for dig out and concrete works.

It is the Contractor's responsibility to ascertain the existence of any conditions affecting the cost of Work.

3. Does the City have an approximate amount of Asbestos valve stack risers on this project?

Response: Two (2) streets have ACP waterline, namely: Victoria Ave & Harbor Blvd.

ADDENDUM NO. 3 Thin Maintenance Overlay Project PW 18-02

Page -2-

4. Section 1154-4 talks about installing an ARAM interlayer, but there is no pay item for this. How will ARAM be paid for?

Response: No bid item for ARAM, it's not included in the proposed work. Section 1154 does not exist in the bid packet.

Addendum No. 3 Received: Date: 10/19/17

Toro Enterprises, Inc.
Contractor's Name

2101 E. Ventura Blvd.
Address

[Signature]
Authorized Signature

Oxnard CA 93036
City State Zip Code

Sean Castillo - President
Name and Title

805.483.4515
Telephone Number, Including Area Code

CONTRACT**CITY OF OXNARD CONTRACT FOR
THIN MAINTENANCE OVERLAY PROJECT PW 18-02**

THIS CONTRACT ("Contract") is made and entered this 14th day of November, 2017 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TORO ENTERPRISES, INC., ("Contractor"). Contractor's license number is 710580.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Thin Maintenance Overlay Project PW 18-02 ("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 seven hundred sixty seven thousand and seven hundred dollars (\$3,767,700.00) 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:

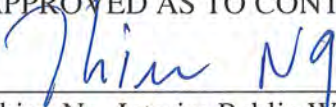
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

 11/1/17

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:



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

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.

TORO ENTERPRISES, INC.

Sean Castillo

Title: ☐ Chairman ☒ President ☐ Vice President

Jerry Hannigan

Title: ☒ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

**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 18-02
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE

DATE

(MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B**
COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
CERTIFICATE HOLDER
CITY OF OXNARD
Attn: Insurance Compliance
Reference No.PW 18-02
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

POLICY INFORMATION:

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

Telephone:

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE
GENERAL LIABILITY

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

☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS
COVERAGES
LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE AGGREGATE

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

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.

8 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.

9 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.

10 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.

11 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.

12 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 18-02

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. 1. 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. 13 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. 14 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. 15 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. 16 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 NoPW 18-02 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

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

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

a contract (the "Contract") for the Work described as THIN MAINTENANCE OVERLAY PROJECT PW 18-02.

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 THIN MAINTENANCE OVERLAY PROJECT PW 18-02.

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 THIN MAINTENANCE OVERLAY PROJECT PW 18-02

Bidder's Name: TORO ENTERPRISES, INC

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QUANTITY	UNIT PRICE
1	Mobilization/Demobilization	1001-3	LS	1	100,000.-
2	Traffic Control And Public Convenience And Safety	1505-4	LS	1	165,000.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	15,000.-
	0.10 – Feet Thick Thin Maintenance Overlay				
4	Cold Mill AC Pavement (2" Max)	1110-3	SY	50,000	1.45
5	Unclassified Excavation	1120-4	CY	300	55. ⁰⁰
6	Class 2 Aggregate Base	1130-4	TN	300	45.-
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	600	120.-
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	1,000	105.-
9	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TN	1,800	100.-
10	Asphalt Rubber Hot Mix (ARHM-GG-D PG 64-16)	1152-10	TN	15,630	100.-
11	Install 3/8" HMA (Type A, PG 76-22TR) – Terminal Blend	1153-4	TN	8,100	100.-
12	Remove And Replace PCC Curb And Gutter (A2-6)	1174-6	LF	1,000	40.-
13	Remove And Replace PCC Sidewalk	1174-6	SF	1,200	6.50
14	Remove And Replace PCC Driveway	1174-6	SF	1,000	9.35
15	Grind PCC Sidewalk	1174-6	SF	500	9.-
16	Install 24-Inch HD Root Barrier	1174-6	LF	300	24.-
17	Adjust Manhole Cover To Finished Grade	1185-3	EA	125	460.-
18	Adjust Water Valve Cover To Finished Grade	1185-3	EA	275	400.-

19	Adjust Survey Monument Cover To Finished Grade	1185-3	EA	20	830.-
20	Install Traffic Loop Detector	1520-3	EA	110	291.-
21	Install Bike Loop Detector	1520-3	EA	20	312.-
22	Remove And Replace Street Name Sign	1530-4	EA	35	140.-
23	Remove And Replace Street Sign And Post	1530-4	EA	10	213.-
24	Crack Seal	1155-4	LB	5,000	4.25
25	Slurry Seal Type II (RAP)	1160-5	SY	128,000	1.35
	Traffic Striping and Markers				
26	Install 24" Yellow Crosswalk-Ladder Type - Thermoplastic	1515-4	SF	400	1.95
27	Install Bike Lane Symbol With Arrow Pavement Marking - Thermoplastic	1515-4	EA	60	73.-
28	Install "STOP" Pavement Marking - Thermoplastic	1515-4	EA	30	150.-
29	Install "SIGNAL" Pavement Marking - Thermoplastic	1515-4	EA	6	208.-
30	Install "AHEAD" Pavement Marking - Thermoplastic	1515-4	EA	6	208.-
31	Install RR-XING Symbol Pavement Marking - Thermoplastic	1515-4	EA	6	208.-
32	Install 24" RR-XING Transverse Line - Thermoplastic	1515-4	LF	200	4.15
33	Install Arrow Type IV Pavement Marking - Thermoplastic	1515-4	EA	155	60.-
34	Install Arrow Type VI Pavement Marking - Thermoplastic	1515-4	EA	3	260.-
35	Install Arrow Type I-10' Pavement Marking - Thermoplastic	1515-4	EA	2	58.-
36	Install Arrow Type I-18' Pavement Marking - Thermoplastic	1515-4	EA	2	78.-
37	Install Detail 27B Thermoplastic	1515-4	LF	27,700	0.36
38	Install 12" Thermoplastic Traffic Stripe	1515-4	LF	7,950	1.82
39	Install Detail 9 - Thermoplastic	1515-4	LF	53,000	0.29
40	Install Detail 22 - Thermoplastic	1515-4	LF	7,700	0.73
41	Install Detail 29 - Thermoplastic	1515-4	LF	2,900	0.73
42	Install Detail 31 - Thermoplastic	1515-4	LF	1,500	0.73
43	Install Detail 32 - Thermoplastic	1515-4	LF	13,500	0.73
44	Install Detail 38 - Thermoplastic	1515-4	LF	16,700	0.73

45	Install Detail 39 - Thermoplastic	1515-4	LF	85,000	0.60
46	Install Detail 39A - Thermoplastic	1515-4	LF	7,000	0.60
47	Install Detail 40 - Thermoplastic	1515-4	LF	1,700	1.30
48	Install Detail 2 - Thermoplastic	1515-4	LF	7,800	0.47
49	Install Detail 25 - Thermoplastic	1515-4	LF	1,800	0.36
50	Paint Curb (2-Coat)	1515-4	LF	2,000	2.18
51	Install Blue RPM	1515-4	EA	200	7.80
TOTAL AMOUNT:					\$ 3,767,700.-

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 IN DIGITS: \$ 3,767,700.-

TOTAL BID PRICE IN WORDS: THREE MILLION, SEVEN HUNDRED SIXTY-SEVEN THOUSAND,
SEVEN HUNDRED DOLLARS & NO CENTS.

Contractor must complete all Work within eighty (80) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>10/17/17</u>	#05	<u> </u>
#02	<u>10/18/17</u>	#06	<u> </u>
#03	<u>10/18/17</u>	#07	<u> </u>
#04	<u> </u>	#08	<u> </u>

Bidder's Name (Company): TORO ENTERPRISES, INC.

Signature: 

Title: PRESIDENT

Print: SEAN CASTILLO

Date: 10/23/17

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Thien Ng

Date: November 28, 2017
Phone: 805-432-3575

Reason for Appropriation:

To provide funding for Agreement# 8024 with Toro Enterprises, Inc. for the Thin Maintenance Overlay project Phase I (PW 18-02) and

Accounts and Descriptions**AMOUNT**

Fund: **Street Maintenance Fund (105)**

Expenditures/Transfers Out**THIN MAINT OVERLAY Phase I (18IN03)**

105-3015-826.86-10	CAPITAL OUTLAY / CONSTRUCTION OTHER	3,768,000
105-3015-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	400,000

Sub-total Expenditure	<u>4,168,000</u>
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Net Change to Fund Balance	<u>(4,168,000)</u>
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Net Appropriate Change	<u>4,168,000</u>
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____
 BA Doc# (Finance Use Only) _____
 Rev _____

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