

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
February 14, 2017
Regular Meeting - 6:00 PM
Appointment Item - 5:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States

C. APPOINTMENT ITEMS (5:00 PM)

1. SUBJECT: Police Department Update (20/15/15)

RECOMMENDATION: That City Council receive a report from the Police Chief: 1) identifying the Police Department's vision and strategies consistent with Council priorities, 2) explaining the 2016 crime statistics, and 3) summarizing the Police Department's service demands.

Legislative Body: CC

Contact: Scott Whitney

Phone: 385-7624

D. CEREMONIAL CALENDAR (6:00 PM)

1. SUBJECT: Presentation of a Resolution Commending Kathy Cano for Over Thirty-Seven Years of Service to the City of Oxnard.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

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.

detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

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

H. REVIEW OF INFORMATION/CONSENT AGENDA

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

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

J. INFORMATION CONSENT AGENDA

City Attorney Department

1. SUBJECT: Second Amendment to Attorney Services Agreement for Special Counsel for Mladen Buntich Construction Company Litigation

RECOMMENDATION: That City Council approve and authorize the Mayor to execute the Second Amendment to Attorney Services Agreement (Agreement No. A-7795) with Hunt Ortmann Palffy Nieves Darling & Mah, Inc. ("Hunt Ortmann") to increase the amount by \$500,000 for a total not to exceed amount of \$1,500,000.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: 385-7483

City Clerk Department

2. SUBJECT: Approval of Minutes: December 19, 2016 Special Meeting.

RECOMMENDATION: Approve the Minutes of the City Council Special Meeting of December 19, 2016.

Legislative Body: CC

Contact: Michelle Ascencion

Phone: 385-7805

City Manager Department3. SUBJECT: Agreements for City Council Review

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

A. Johnson + Muller {7746-17-DS} for on-call design review architectural services (\$100,000).

B. Sargent Town Planning {7747-17-DS} for on-call design review architectural services (\$100,000).

C. Management Partners {A-7952} to assist with implementing audit recommendations, assist with impact fees and other financial services (\$72,000).

D. FACETS Consulting {A-7947} to develop a community risk assessment and standards of cover report for the Oxnard Fire Department (47,540).

E. Mallory Safety and Supply to purchase 200 Nomex Hoods for firefighters (\$30,024).

F. Sam Hill & Sons, Inc., {A-7721} to repair sinkhole that occurred in the northbound lane of 3042 Saviers Road (\$30,972).

G. Sam Hill & Sons, Inc., {A-7721} replacement of the gear drives (\$47,493).

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

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Police Department4. SUBJECT: Supplemental Law Enforcement Services Fund

RECOMMENDATION: That City Council:

Recognize \$318,786 in grant revenue from the State Supplemental Law Enforcement Services Fund (SLESF) for Citizens Option for Public Safety (COPS) Program.

Approve a budget appropriation in the amount of \$318,786 for technology and equipment needs within the Police Department.

Legislative Body: CC

Contact: Scott Whitney

Phone: 385-7624

Public Works Department5. SUBJECT: On-Call Street Striping and Marking Services PW 17-03

RECOMMENDATION: That City Council authorize staff to solicit bids for On-Call Street Striping and Marking Services PW 17-03. This contract will be for \$300,000 for three years and will not exceed \$100,000 annually.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

6. SUBJECT: River Ridge Golf Clubhouse Fire Damage Restoration PW 17-15 (5/10/10)

RECOMMENDATION: That City Council:

Approve project plans and specifications and authorize staff to solicit bids for the River Ridge Golf Clubhouse Fire Damage Restoration Project PW 17-15.

Approve a budget appropriation in the amount of \$311,081, representing a partial payment of insurance proceeds, toward the Project.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

7. SUBJECT: Performing Arts Center HVAC Replacement Project GS 17-13

RECOMMENDATION: That City Council approve project plans and specifications and authorize staff to solicit bids for replacement of two 65-ton rooftop package units at the Performing Arts Center.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

8. SUBJECT: Housing-Related Parks Program Grant Application

RECOMMENDATION: That City Council adopt resolutions authorizing the City Manager to submit an application for up to \$3,750,000 in the California Department of Housing and Community Development's (HCD) Housing-Related Parks (HRP) program grant funds to be used for qualifying City park improvements.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

9. SUBJECT: Application to the United States Bureau of Reclamation's WaterSMART: Water and Energy Efficiency Grant Program

RECOMMENDATION: That City Council adopt resolutions authorizing the City Manager to submit an application for \$184,443.78 in the United States Bureau of Reclamation's WaterSMART: Water and Energy Efficiency Grant Program grant funds to be used for the replacement of approximately 455 antiquated water meters and an associated water audit to enable the City to effectively monitor conservation efforts.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

K. REPORTS

Finance Department

1. SUBJECT: Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2015-2016 (20/30/30)

RECOMMENDATION: For the City Council to receive and file the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2016, as recommended by the Fiscal Policy Task Force.

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

Public Works Department

2. SUBJECT: Award Contract (A-7914) for UD14-02 Alley Reconstruction Project at Various Locations - Phase II to Granite Construction Company (10/10/10)

RECOMMENDATION: That the City Council: 1) Approve a contract with Granite Construction Company in the amount of \$743,290 for the construction of the UD14-02 Alley

Reconstruction at Various Locations; 2) Approve a budget appropriation in the amount of \$1,180 from federal Community Development Block Grant (CDBG) funding; 3) Approve a budget adjustment to reprogram \$164,224 from Project 775207 to Project 153102; and 4) Approve a budget appropriation of \$190,000 from the Street Maintenance Fund 105.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

L. PUBLIC COMMENTS ON REPORTS

At this time, a person may address the legislative body only on matters appearing on the reports. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body. The presiding officer shall limit public comments to three minutes.

M. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: February 14, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in black ink, appearing to read "Greg Nyhoff".

FROM: Scott Whitney
Police Chief

SUBJECT: Police Department Update (20/15/15)

CONTACT: Scott Whitney, Police Chief
Scott.Whitney@Oxnard.org, 385-7624

RECOMMENDATION:

That City Council receive a report from the Police Chief: 1) identifying the Police Department's vision and strategies consistent with Council priorities, 2) explaining the 2016 crime statistics, and 3) summarizing the Police Department's service demands.

DISCUSSION

Vision and strategies

With the installation of a new Police Chief in September of 2016, the Police Department has developed a five-point strategy to best meet the community's needs with existing resources. The points in the strategy support the City Council's strategic priorities. The areas of emphasis within the Police Department's strategy include:

A Professional Organization: The Oxnard Police Department shall strive to be an organization that seeks continuous improvement. It shall place value in maintaining high standards, and being both transparent and accessible to the public. Workflows and efficiencies that maximize the quality of service delivery shall also be a priority. The Police Department shall value employee wellness and development, consistent with the principles of 21st century policing.

Crime Reduction: The Police Department is committed to a crime reduction strategy that places emphasis upon working with timely and accurate information, and focuses upon addressing violent and habitual offenders, as well as prevention strategies.

Traffic Safety: The Police Department is committed to reducing the number of fatal, injury, and DUI-related traffic collisions. The strategy shall place increased emphasis upon outreach, public awareness, as well as enforcement aimed at problem locations.

Community Engagement: In addition to maintaining existing partnerships with the community, the Police Department will work towards creating new ones. The Police Department shall emphasize that the Department is a part of this community, and shall create opportunities for more non-enforcement related contacts between officers and residents.

Neighborhood Problem-Solving: The Police Department shall assert the Department's commitment to community policing strategies and neighborhood problem solving. Neighborhood Problem Solving incorporates the concepts of crime reduction and community engagement strategies.

Preliminary 2016 crime statistics

The FBI gathers crime statistics from law enforcement agencies each year as part of their Uniform Crime Reporting (UCR) Program. The UCR Program collects data on four violent crimes and four property crimes, known as "Part One" crimes. The purpose of the program is to generate a reliable set of crime statistics for use by law enforcement. Part One crimes include: murder, rape, robbery, theft, burglary, auto theft, assault, and arson.

Oxnard's 1991 crime rate of 68.53 Part One crimes per one thousand residents lowered to 20.80 by 2011. However, by the end of 2012, the declining crime trend reversed direction, and rose by 13.8% from the previous year. Three more years of significant Part One crime increases followed: 2013 (+ 22.2%), 2014 (+ 26.6%), and 2015 (+ 4.8%).

2016 saw a turning point in the four-year crime rise as the City of Oxnard experienced a 7.6% decrease in overall Part One crime. In 2015, there were 7,640 Part One crimes (*36.91 crimes per 1,000 residents*). In 2016, that number decreased to 7,061 Part One Crimes (*34.07 crimes per 1,000 residents*).

Under the categories of violent crimes, there was a 12.7% decrease in aggravated assaults while Oxnard experienced an 11.4% increase in robberies. While the number of reported sexual assaults did not appreciably increase in 2016, it was determined that the Police Department was improperly classifying the disposition of sexual assault cases when they were closed by investigators which led to a 233.3% increase in the number of Part One classified sexual assaults. This change in classification contributed to a 3.0% increase in overall violent crime in 2016.

Police Department Update (20/15/15)

February 14, 2017

Page 3

All three (3) major categories of property crimes experienced a marked decrease in 2016: Burglary (-11.3%), Larceny-Theft (-9.4%), and Motor Vehicle Theft (-5.9%). These reductions led to a 9.0% decrease in overall property crime.

Of note, property crime comprised of 86.6% of all Part One crimes in Oxnard during 2016. The largest property crime reporting category, larceny (theft) comprised of 61% of Part One crimes in Oxnard last year. Within the larceny category, thefts from vehicles and shoplifts continue to be the most prevalent subcategory of larceny, and both showed reductions from the previous year.

Workload indicators and demands

This section of the report illustrates the service demands of a growing city that are placed upon the Police Department.

The Police Department's authorized staffing of 237 sworn officer positions is equal to what it was in 2005, yet the city's population has grown by 10.3% since 2005. The Police Department's calls for service (CFS) demands have also increased significantly. Between 2011 and 2015, the number of CFS for our officers had increased by 20.7% (from 91,262 CFS to 110,154 CFS). Oxnard's sworn staffing level equates to 1.14 officers per 1,000 residents, the lowest since the mid-1990's.

The number of CFS can also be viewed in terms of the average number of CFS per officer. Historically, this number was approximately 751 in 1990, and has increased to 1,217 by the end of 2016. This greater workload directly reduces the amount of officer "uncommitted" time, which is used by officers to engage in self-initiated activity, such as neighborhood policing, community engagement, and problem-solving efforts. The amount of uncommitted time, which was estimated at about 29% of a patrol officer's shift in 1990, was calculated at approximately 7% at end of the third quarter in 2016. Moving forward, the Police Department's strategy is to restore uncommitted time by addressing efficiencies, workflows, and staffing models that support this.

Response times are a widely-used metric in evaluating service delivery. Police response times are generally defined as the time period starting when a call is received by the Emergency Communications Center through the time when the first Police Department unit arrives at the scene. The Police Department assigns priority levels to service calls as they are received. The highest priority calls ("P1+") are those which pose an immediate serious threat to life. In 2015, the average response to P1+ calls was 4 minutes, 51 seconds (00:04:51). Response times for 2016 are under review, with the preliminary average response time to P1+ calls being 5 minutes, 47 seconds. The Police Department has established a performance standard of responding to P1+ calls in less than five (5) minutes, at least 90% of the time. Preliminary results for 2015 indicate that this goal was met 87.2% of the time, and 86.2% in 2016. Officer / resource availability directly impacts response times, and response times can be lowered by increasing uncommitted time. As the number of service calls increase while the number of officers (and staff that

respond to calls) remain relatively static, the Police Department finds itself increasingly challenged to hold the line with response times.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

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

FINANCIAL IMPACT

None.

Attachment: Police Department Update Slides

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
 COMMENDING KATHY CANO FOR OVER THIRTY-SEVEN YEARS
 OF EXEMPLARY SERVICE TO THE CITY OF OXNARD

WHEREAS, Kathy Cano has given over thirty-seven years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Kathy Cano began her career on February 20, 1979 with the City of Oxnard in the Parks and Recreation Department as a Clerk Typist, and then transferred to Section 8 of the Housing Department in the early 1980's as an Office Assistant, a position she held for the remainder of her career; and

WHEREAS, throughout her career, Kathy Cano assisted low-income families and coordinated the inspection of over 800 units of the Section 8 Program; and

WHEREAS, Kathy Cano will be sorely missed in the Housing Department, but will continue to live in Oxnard, from where she will continue to remain active.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Kathy Cano for over thirty-seven years of outstanding service to the City and extend best wishes for a fun and fulfilling retirement with family and friends.

PASSED AND ADOPTED this 14th day of February, 2017 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

 Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

 Michelle Ascencion, City Clerk

 Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: February 14, 2017

TO: City Council

FROM: Stephen Fischer
City Attorney

SUBJECT: Second Amendment to Attorney Services Agreement for Special Counsel for
Mladen Buntich Construction Company Litigation

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

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the Second Amendment to Attorney Services Agreement (Agreement No. A-7795) with Hunt Ortmann Palffy Nieves Darling & Mah, Inc. ("Hunt Ortmann") to increase the amount by \$500,000 for a total not to exceed amount of \$1,500,000.

BACKGROUND

Agreement No. A-7795 (Agreement) is for the provision of legal services by special counsel in a dispute that arises out of the construction of the Hueneme Road Recycled Water Pipeline project. Mladen Buntich was the low bidder at \$5,695,000, and the project duration was for a six month construction. A Notice to Proceed was issued December 3, 2012, making the completion date June 3, 2013. In addition to the original contract amount, the City approved and paid an additional \$815,952.87 in change orders, minus retention. On October 20, 2014, Mladen Buntich presented the City with an additional claim of \$5,273,748.51 for alleged damages and costs arising out of a multitude of issues during the construction of the project. The claim was rejected by the City's project management team and Mladen Buntich presented a Government Code Claim for the same amount, which the City has rejected. Mladen Buntich filed a lawsuit on June 25, 2015, to pursue its alleged damages.

The City Council approved the Agreement for Hunt Ortmann to represent the City in this matter on July 28, 2015. A First Amendment approved on September 6, 2016, increased the amount of

the Agreement to cover the second phase of the litigation. This Second Amendment is to cover the next phase of litigation, consistent with the litigation budget previously reviewed.

STRATEGIC PRIORITIES

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

Goal 1. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

FINANCIAL IMPACT

The increase value of the agreement will require \$457,035 in additional funding. There is sufficient budget capacity available from Recycle Water - Electricity to shift to Recycle Water - Legal Services (Account No. 601-6012-842-8204) for the Second Amendment to the Agreement. A budget adjustment form has been attached.

ATTACHMENTS:

Attachment A - Second Amendment to Attorney Services Agreement

Attachment B - First Amendment to Attorney Services Agreement

Attachment C - Attorney Services Agreement

Attachment D - Budget Adjustment

Agreement No. A-7795

SECOND AMENDMENT TO ATTORNEY SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the Attorney Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 14th day of February 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Hunt Ortmann Palffy Nieves Darling & Mah, Inc. ("Special Counsel"). This Second Amendment amends the Agreement entered into on July 1, 2015, by City and Special Counsel. The Agreement has previously been amended by a First Amendment on September 6, 2016.

City and Special Counsel agree as follows:

1. In Section 10.a.(1.) of the Agreement the figure "\$1,000,000" is deleted and replaced with the figure "\$1,500,000".

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

CITY OF OXNARD

HUNT ORTMANN PALFFY NIEVES
DARLING & MAH, INC.

Tim Flynn, Mayor

Richard Mah, Esq.

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

Risk Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager



CERTIFICATE OF LIABILITY INSURANCE

HUNTO-1

OP 10: SJ

DATE (MM/DD/YYYY)
08/24/2016

J.1.a

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

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

PRODUCER
Ahern Insurance Brokerage
9655 Granite Ridge Dr., #500
San Diego, CA 92123
Kelley L. Milks, CIC CRM RPLU

CONTACT NAME: Kelley Milks, CIC, CRM, RPLU

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL: kmilks@aherninsurance.com

ADDRESS: kmilks@aherninsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Vigilant Insurance Company

20397

INSURER B : Federal Insurance Company

20281

INSURER C : Preferred Employers Ins. Co.

10900

INSURER D :

INSURER E :

INSURER F :

INSURED Hunt Ortmann Palffy Nieves
Darling & Mah, Inc.
301 N Lake Avenue, 7th Floor
Pasadena, CA 91101

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		35867986	04/15/2016	04/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X		73546504	04/15/2016	04/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			79860088	04/15/2016	04/15/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WKN158390-2	04/15/2016	04/15/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Oxnard, its City Council, officers, employees, agents and volunteers are additional insureds. Liability coverage is primary and non-contributory to other insurance maintained by the city.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
Attn: Risk Manager
Reference No. _____
300 W. Third St Suite 302
Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

THE CITY OF OXNARD, ITS CITY COUNCIL, OFFICERS, EMPLOYEES,
AGENTS AND VOLUNTEERS
ATTENTION: RISK MANAGER
300 W THIRD STREET, SUITE 302
OXNARD, CA 93030

All other terms and conditions remain unchanged.

Authorized Representative

POLICY NUMBER: (16) 7354-65-04

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE**Name Of Person(s) Or Organization(s):**CITY OF OXNARD
ATTN: RISK MANAGER
REFERENCE NO. A-7839
300 W. THIRD STREET, SUITE 302
OXNARD, CA 93030

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.



CERTIFICATE OF LIABILITY INSURANCE

HUNTO-1

OP ID: AC

DATE (MM/DD/YYYY)

08/24/2016

J.1.a

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

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

PRODUCER
Ahern Insurance Brokerage
9655 Granite Ridge Dr., #500
San Diego, CA 92123
Susan B. Kilano

CONTACT NAME: Susan B. Kilano

PHONE (A/C, No, Ext): 858-571-9030

FAX (A/C, No): 858-571-9010

E-MAIL ADDRESS: skilano@aherninsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Underwriters at Lloyds, London

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Hunt Ortmann Palffy Nieves
Darling & Mah, Inc.
301 North Lake Ave., 7th Floor
Pasadena, CA 91101

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COM/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Claims Made Lawyers Prof Liab			B0702BN302290K	04/15/2016	04/15/2017	Per Claim 2,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Deductible: \$100,000 each claim

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
Risk Manager
Reference No. _____
300 West Third St., Ste 302
Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

Susan B. Kilano

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Agreement No. A-7795

FIRST AMENDMENT TO ATTORNEY SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Attorney Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th day of September 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Hunt Ortmann Palffy Nieves Darling & Mah, Inc. ("Special Counsel"). This First Amendment amends the Agreement entered into on July 1, 2015, by City and Special Counsel.

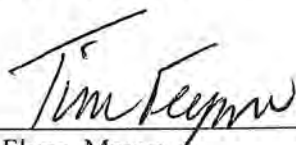
City and Special Counsel agree as follows:

1. In Section 10.a.(1.) of the Agreement the figure "\$500,000" is deleted and replaced with the figure "\$1,000,000".

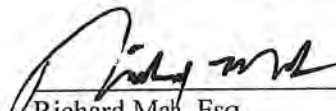
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

HUNT ORTMANN PALFFY NIEVES
DARLING & MAH, INC.

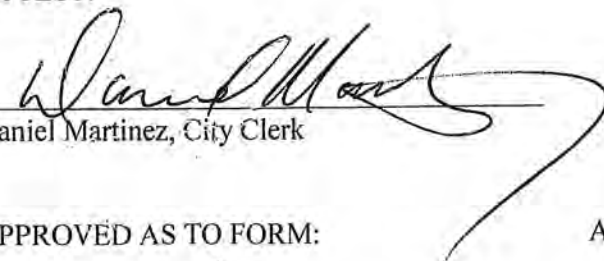


Tim Flynn, Mayor



Richard Mah, Esq.

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

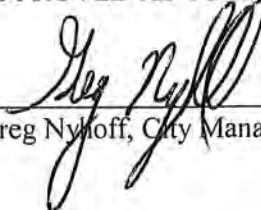


Stephen M. Fischer, City Attorney



Risk Manager

APPROVED AS TO AMOUNT:



Greg Nyhoff, City Manager

9-6-16

N2

Madison
Gentile
Agreement No. A-7795**ATTORNEY SERVICES AGREEMENT**

This Attorney Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, by and between the City of Oxnard, a municipal corporation ("City"), and Hunt Ortmann Palffy Nieves Darling & Mah, Inc., engaged in the practice of law in the County of Ventura, California, ("Special Counsel").

WHEREAS, City desires to engage Special Counsel to represent City's interests and to provide legal advice and services to City in a variety of legal matters as determined by the City Attorney; and

WHEREAS, Special Counsel represents that Special Counsel's personnel possess the skills, qualifications and experience necessary to properly perform such services.

NOW, THEREFORE, City and Special Counsel hereby agree as follows:

1. Scope of Services

a. Special Counsel is hereby retained as special counsel for City to perform such legal services described as in Exhibit A attached hereto and incorporated herein by this reference.

b. In litigation matters, the City Attorney is responsible for the ultimate resolution, amounts of damage awards, if any, and defense fees and costs of all cases. Special Counsel shall inform the City Attorney or designee of the status of each case prior to arbitrations, voluntary settlement conferences, mandatory settlement conferences, motions for summary judgment, trial, settlement negotiations and of any significant developments during discovery.

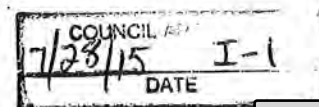
c. Special Counsel shall regularly and reasonably discuss and review with the City Attorney or designee investigation issues, discovery, and case tactics and strategy.

d. Special Counsel shall send case evaluations, correspondence and status reports to the City Attorney.

e. Special Counsel shall inform the City Attorney of the legal staff assigned to cases and matters and promptly advise the City Attorney of any significant change in assignments. Upon request Special Counsel shall provide the City Attorney with resumes of legal staff.

f. If settlement authority is required from City Council, upon request, Special Counsel shall timely prepare and submit to the City Attorney a Confidential Briefing Report for City Council review.

g. Special Counsel agrees to use the expertise of City staff in lieu of outside experts whenever feasible and practical.



h. Special Counsel agrees to handle all significant aspects of the litigation or matter. If Special Counsel intends to assign other special counsels to assist the primary Special Counsel, Special Counsel shall notify the City Attorney in advance. Only those special counsels assigned and approved in advance by the City Attorney may work on cases or matters.

2. Special Counsel Representative

Special Counsel agrees that Richard Mah shall be Special Counsel's representative and shall be personally responsible for the performance and/or coordination of legal services under this Agreement.

3. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Special Counsel from rendering any services for Special Counsel's own account or to any other person or entity as Special Counsel in its sole discretion shall determine. Special Counsel agrees that performing such services will not materially interfere with services to be performed for the City.

4. Direction and Coordination

Special Counsel understands that the City Attorney or designee is responsible for providing management and direction to Special Counsel. Special Counsel agrees to coordinate the services to be provided with the City Attorney to the extent required by the City Attorney, and such services shall be performed to the satisfaction of the City Attorney.

5. Place of Work

Special Counsel shall perform the services provided for in this Agreement at any place or location and at such times as the Special Counsel shall determine.

6. Permits, Licenses, Certificates

Special Counsel, at Special Counsel's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business tax certificate.

7. City's Responsibilities

City, through the City Attorney, will cooperate with Special Counsel and will furnish any required information and materials as expeditiously as necessary for the orderly progress of the services. The City Attorney is authorized to examine documents submitted by Special Counsel and to render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of Special Counsel's services.

8. Term of Agreement

The term of this Agreement shall commence on July 1, 2015, and expire on July 1, 2017.

9. Termination of Agreement and Legal Services

This Agreement may be terminated at any time by written notice from either party to the other with or without cause. In such event, all finished or unfinished documents, data and reports in Special Counsel's possession shall immediately be turned over to the City Attorney. In the event of such termination, Special Counsel shall be paid for all satisfactory services and costs unless such termination is made for cause, in which event compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

10. Compensation and Reimbursement

a. Compensation

(1) City agrees to pay Special Counsel in an amount not to exceed \$500,000 for services provided under this Agreement.

(2) City agrees to pay for all services provided by attorneys under this Agreement at the following hourly rates:

Richard Mah	\$325
Wahid Guirguis	\$288
Kathlynn Smith	\$288
Lisa Lawrence	\$255
Victoria Ianni	\$225
Jennifer Tung	\$225

(3) Special Counsel agrees that the above hourly rate includes reimbursement to Special Counsel of the expenses of any electronic research, postage, overnight express mail, ordinary and usual in-house copying costs, court fees, courier service, fax charges, telephone usage, general overhead or support services such as typing, word processing, secretarial time of any nature (normal, overflow or overtime), clerical work, equipment rental, calendaring, setting up files, and updating files.

(4) Special Counsel will not charge for travel time to and from Oxnard.

(5) The above hourly rate may be altered by a writing signed by the City Attorney.

b. Reimbursement

In addition to the compensation provided above, the City shall reimburse Special Counsel as follows:

(1) Actual Cost to Special Counsel:

Air travel - coach
 Consultant fees
 Copying and printing services fees

Court reporting services fees
 Expert fees
 Extraordinary in-house copying costs
 Service of process fees

(2) Items with Maximums:

Lodging - \$125.00 per night
 Witness fees - State court \$35.00 + statutory mileage
 Federal court \$40.00 + statutory mileage

11. Method of Payment

a. Special Counsel agrees to submit monthly a statement of account which clearly sets forth by dates the designated items of services and respective time for each item for which the statement is submitted and the identity of the attorney performing the services in a form similar to Exhibit B, attached hereto and incorporated in full herein by this reference.

b. Special Counsel shall mail the invoice for payment to City of Oxnard, Office of the City Attorney, 300 West Third Street, Suite 300, Oxnard, California 93030, Attention: City Attorney.

c. City shall timely pay Special Counsel for services rendered and costs incurred at the rates and in the amounts provided on a monthly basis in accordance with the statements as approved by the City Attorney.

12. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Special Counsel in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by Special Counsel, including, but not limited to rent, and vehicle, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Special Counsel. Special Counsel shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Special Counsel in the performance of such services.

13. Non-Appropriation of Funds

Payments to be made to Special Counsel by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Special Counsel's services beyond the current fiscal year, this Agreement shall cover payment for Special Counsel's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

14. Approved Attorneys

a. Special Counsel agrees that the following attorneys shall be the only attorneys assigned to perform services for City:

Richard Mah
Kathlynn Smith
Victoria Ianni

Wahid Guirguis
Lisa Lawrence
Jennifer Tung

b. This list of approved attorneys may be altered by a writing signed by the City Attorney. The writing may add paralegals to those professionals authorized to perform services and provide for rates to be paid for such paralegals.

15. Engagement of Other Counsel, Specialists or Experts

Special Counsel agrees not to engage or otherwise incur an obligation to pay other legal counsel, specialists or experts for services in connection with this Agreement without the prior approval of the City Attorney. City shall not pay a mark-up for outside services obtained by Special Counsel.

16. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Special Counsel under this Agreement shall be confidential and shall not be made available to any third person or organization by Special Counsel without prior written approval of the City Attorney.

17. Indemnity

Special Counsel agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Special Counsel or its agents, employees, subconsultants, consultants and other persons acting on Special Counsel's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Special Counsel or its agents, employees, subconsultants, consultants and other persons acting on Special Counsel's behalf would be held strictly liable.

18. Insurance

a. Special Counsel shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Special Counsel obtain and maintain such insurance coverages.

b. Special Counsel shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

c. Maintenance of proper insurance coverages by Special Counsel is a material element of this Agreement. Special Counsel's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

19. Independent Contractor

a. City and Special Counsel agree that in the performance of the services, Special Counsel shall be, and is, an independent contractor, and that Special Counsel and its employees are not employees of City. Special Counsel has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Special Counsel.

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

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

20. Special Counsel Not Agent

Except as provided for in this Agreement, Special Counsel shall have no authority, expressed or implied, to act on behalf of City Attorney in any capacity whatsoever as agents or otherwise. Special Counsel shall have no authority, expressed or implied, unless pursuant to this Agreement to bind the City to any obligation whatsoever.

21. Conflict of Interest

Special Counsel agrees to scrupulously avoid performing services for any party or entering into any contractual or other relationship with any party which might create a conflict with the rendering of services under this Agreement. Special counsel shall immediately inform the City Attorney of any conflict of interest or potential conflict of interest which may arise during the term of this Agreement by virtue of any past, present, or prospective act or omission of Special Counsel.

22. Assignability of Agreement

This Agreement contemplates personal performance by Special Counsel's personnel and is based upon a determination of the unique competence and experience of Special Counsel's personnel and upon the specialized personal knowledge of Special Counsel's personnel. Assignment of any or all rights, duties or obligations of Special Counsel under this Agreement shall be permitted only with the express written consent of the City Attorney.

23. Fair Employment Practices

a. Special Counsel agrees that all persons employed by Special Counsel shall be treated equally by Special Counsel without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Special Counsel agrees that, during the performance of this Agreement, Special Counsel and any other parties with whom Special Counsel may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Special Counsel agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Special Counsel shall provide City with access to and, upon request, provide copies to City of all of Special Counsel's records pertaining or relating to Special Counsel's employment practices, to the extent such records are not confidential or privileged under State or federal law.

e. Special Counsel agrees to recruit vigorously from protected classes and to encourage businesses owned by persons in a protected class to bid subcontracts.

24. Time of Essence

Special Counsel and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

25. Covenants and Conditions

Special Counsel and City agree that each term and each provision of this Agreement to be performed by Special Counsel shall be construed to be both a covenant and a condition.

26. Governing Law

The City Attorney and Special Counsel agree that the construction and interpretation of this Agreement and the rights and duties of City and Special Counsel hereunder shall be governed by the laws of the State of California.

27. Compliance with Law

Special Counsel agrees to comply with all federal, state and local laws, rules, and regulations, now or hereafter in force, pertaining to the services performed pursuant to this Agreement.

28. Severability

City Attorney and Special Counsel agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

29. Waiver

City and Special Counsel agree that no waiver of a breach of any provision of this Agreement by either Special Counsel or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Special Counsel to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

30. Counterparts

City and Special Counsel agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

31. Arbitration

Special Counsel and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Special Counsel's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

32. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of the City.

b. Special Counsel acknowledges that the person executing this Agreement has been duly authorized by Special Counsel to do so on behalf of Special Counsel.

33. Notices

a. Any notices to Special Counsel may be delivered personally or by mail addressed to Hunt Ortmann Palffy Nieves Darling & Mah, Inc., 301 North Lake Avenue, 7th Floor, Pasadena, California 91101-1801, Attention: Richard Mah.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, City Attorney Office, 300 W. Third Street, Suite 300, Oxnard, California 93030, Attention: City Attorney.

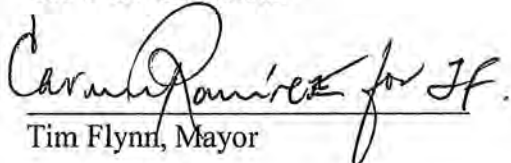
34. Amendment

This Agreement may be amended at any time, in writing, by the City Attorney and Special Counsel.

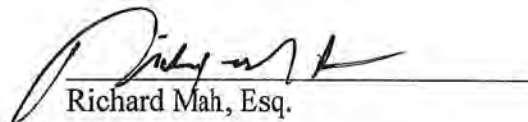
35. Entire Agreement

The City Attorney and Special Counsel agree that this Agreement constitutes the entire Agreement of the parties with respect to the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

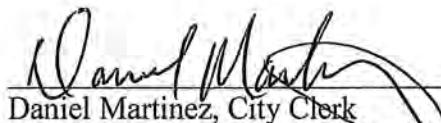
CITY OF OXNARD


Tim Flynn, Mayor

SPECIAL COUNSEL


Richard Mah, Esq.

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO INSURANCE:


for Risk Manager

APPROVED AS TO FORM & CONTENT


Stephen M. Fischer, Interim City Attorney

EXHIBIT A

SCOPE OF SERVICES

1. Represent the City in litigation in the Mladen Buntich v. City of Oxnard dispute, which arises out of the construction of the Hueneme Road Recycled Water Pipeline project.

[LAW FIRM]
 [Address]
 [Telephone Number]
 [Date]

Stephen M. Fischer
 Interim City Attorney
 Office of the City Attorney
 City of Oxnard
 300 W. Third Street, Suite 300
 Oxnard, CA 93030

Invoice No.

Client/Matter No:
 Re:

For Professional Services Rendered Through **//******
Summary of Fees and Costs

Total Fees	\$*****
Total Costs	<u>\$*****</u>
Total Charges	<u><u>\$*****</u></u>

EXHIBIT B
Page 1

[LAW FIRM]
 [Address]
 [Telephone Number]
 [Date]

Stephen M. Fischer
 Interim City Attorney
 Office of the City Attorney
 City of Oxnard
 300 W. Third Street, Suite 300
 Oxnard, CA 93030

Invoice No.

Client/Matter No:
 Re:

For Professional Services Rendered Through **//******

Fees

<u>Date of Service</u>	<u>Person Performing Service</u>	<u>Description of Service</u>	<u>Time Spent in 1/10s of an hour Increments</u>	<u>Amount of Fees</u>
------------------------	----------------------------------	-------------------------------	--	-----------------------

Costs

<u>Date Cost Incurred</u>	<u>Description of Cost Item</u>	<u>Amount of Cost</u>
---------------------------	---------------------------------	-----------------------

Additional Information

FY to Date Fees (7/1/___ to 6/30/___)
 FY to Date Costs (7/1/___ to 6/30/___)
 Case to Date Fees
 Case to Date Costs

\$ _____
 \$ _____
 \$ _____
 \$ _____

EXHIBIT B
Page 2

Privileged and Confidential – Do not store with publicly accessible documents

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

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

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE _____ AGGREGATE _____

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

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

Name: _____
Address: _____
Telephone: () _____

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () _____ Date Signed: _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

POLICY INFORMATION:

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

Telephone: _____

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

- ☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () _____ Date Signed _____

REQUEST FOR BUDGET ADJUSTMENT

Department: Public Works
Project/Program
Manager: Dan Rydberg

Date: February 14, 2017
Phone: 385-8055

Reason for Appropriation:

Shift anticipated surplus of Recycle Water electricity line item to provide funding for Amendment No. 2 to Agreement A-7795 with Hunt Ortmann Palffy Nieves Lubka Darling & Mah, Inc. for the third phase of litigation. This will cover the provision of legal services by special counsel in a dispute that arises out of the construction of the Hueneme Rd. Recycled Water Pipeline project.

Fund: WATER OPERATING (601)

Expenditures / Transfers Out**RECYCLE WATER (6012)**

601-6012-844.82-61	UTILITIES EXPENSE / ELECTRICITY	(457,035.00)
601-6012-842.82-04	SERVICES-LEGAL COUNSEL	<u>457,035.00</u>

Total Expenditures	0.00
--------------------	------

Net Change to Fund (601) Balance	<u>0</u>
---	-----------------

Net Appropriation Change	<u>0.00</u>
---------------------------------	--------------------

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: February 14, 2017

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Approval of Minutes: December 19, 2016 Special Meeting.

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

RECOMMENDATION:

Approve the Minutes of the City Council Special Meeting of December 19, 2016.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

None.

ATTACHMENTS:

Minutes 12.19.16 CC special meeting

DRAFT

MINUTES
 OXNARD CITY COUNCIL
 Special Meeting
 December 19, 2016

A. ROLL CALL/POSTING OF AGENDA

At 5:08 p.m., the special meeting of the Oxnard City Council was called to order in the Council Chambers. The City Clerk called the roll: Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present.

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; Ingrid Hardy, Cultural and Community Services Director; Kymberly Horner, Economic Development Director; James Throop, Chief Financial Officer; Karl Lawson, Housing Compliance Services Manager; James Vega, Management Analyst; Manny Torres, Computer Network Engineer I; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence in honor of Toni Maulhardt (wife of former City Councilmember Dean Maulhardt) who recently passed away.

C. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from Larry Stein (public record requests), Jesse Thompson (library), and Linda Calderon (traffic signals and signs).

D. REPORTS

Economic Development Department

1. SUBJECT: Economic Development Collaborative of Ventura County (“EDC-VC”) and SCORE Update.
RECOMMENDATION: To receive a verbal report and presentation on the role of the Economic Development Corporation of Ventura County (EDC-VC).

The Economic Development Director gave a brief report and introduced Bruce Stenslie, Executive Director of the Economic Development Collaborative - Ventura County, who gave a presentation.

Public comments were received from Roy Prince and Jim Gilmer. Discussion ensued among Council and staff. No action was taken.

2. SUBJECT: Downtown Vision Plan Implementation Plan Three-Year Implementation Plan.
RECOMMENDATION: That City Council approve the Three-Year Implementation Plan (“Implementation Plan”); and Oxnard Community Development Commission Successor Agency (“Successor Agency”) receive the report; and
 That City Council authorize and direct staff to commence Phase 1 of the Action Plan and proceed with the development of Phase 2.

The Economic Development Director report.

Public comments were received from Larry Stein, Steve Nash, Deborah DeVries, Margaret Cortese, Pat Brown, Linda Calderon, Christian Aguero Quirino, Jim Gilmer, Barbara Macri-Ortiz, Tom Garcia, Roger Poirier, Amanda Quintero, Roy Prince, Juan Gonzalez, Abel Magana, Vincent Bezares, Fernando Garcia, Pete Placencia, Daniel Chavez Jr., and Gerry Moreno.

Discussion ensued among Council and staff.

It was moved by Mayor Flynn, seconded by Councilman MacDonald, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello and Ramirez voted in favor; the motion carried 5-0.

3. SUBJECT: Downtown Capital Improvement Projects.

(This item was postponed to a future meeting.)

E. PUBLIC COMMENTS ON REPORTS (None)

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 7:51 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: February 14, 2017

TO: City Council

FROM: Greg Nyhoff
City Manager

SUBJECT: Agreements for City Council Review

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

RECOMMENDATION:

That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

- A. Johnson + Muller {7746-17-DS} for on-call design review architectural services (\$100,000).
- B. Sargent Town Planning {7747-17-DS} for on-call design review architectural services (\$100,000).
- C. Management Partners {A-7952} to assist with implementing audit recommendations, assist with impact fees and other financial services (\$72,000).
- D. FACETS Consulting {A-7947} to develop a community risk assessment and standards of cover report for the Oxnard Fire Department (47,540).
- E. Mallory Safety and Supply to purchase 200 Nomex Hoods for firefighters (\$30,024).
- F. Sam Hill & Sons, Inc., {A-7721} to repair sinkhole that occurred in the northbound lane of 3042 Saviers Road (\$30,972).
- G. Sam Hill & Sons, Inc., {A-7721} replacement of the gear drives (\$47,493).

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

BACKGROUND

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures

Agreements for City Council Review
February 14, 2017
Page 2

reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to \$25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above \$25,000 and up to \$250,000.

FINANCIAL IMPACT

Funding information is included on the attached list.

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

ATTACHMENTS:

Attachment A: City Manager Contract List for February 14, 2017

City Manager Contract List for 02/14/2017

Contracts from \$25,000 to \$250,000

J.3.a

A Agreements for Architectural Review Services

Vendor: Johnson + Muller
Type: Original Agreement
Agreement No.: 7746-17-DS
Amendment No.: N/A
Purchase Order No.:
Begin Date: 03/01/2017
End Date: 06/30/2019
Term: 2 years, 3 months

Amount to be Approved: \$100,000
Current FY Amount: \$10,000
Total Contract Amount: \$100,000
Funding Source: General Fund
Vendor Selection Process: Request for Qualifications (RFQ)
of Bids/Proposals/Quotes: 4
Project Manager: Kathleen Mallory
Department: Development Services Department
Telephone: 385-8370
Email: Kathleen.Mallory@oxnard.org

Purpose:

Staff is requesting authorization to enter into an agreement with Johnson + Muller in an amount not to exceed \$100,000 through June 30, 2019 for on-call Design Review Architectural Services for the Planning Division. Johnson + Muller will review design submittals for development proposals, provide architectural and site design expertise on conceptual or long-range studies, and participate as a member of the City's Development Advisory Committee (DAC) to provide timely review and comments on proposed development applications.

On November 17, 2016, a Request for Qualifications (RFQ) was sent to 29 architects and/or firms located in Ventura County. Four firms submitted written responses to the RFQ. Planning Division staff reviewed the proposals and selected 2 firms: Johnson + Muller Architects and Sargent Town Planning. Johnson + Muller was selected due to their professional expertise, cohesion in working with City staff, proximity, and experience with working with the City.

Costs attributed to development applications are fully recovered by developer fees.

City Manager Contract List for 02/14/2017

Contracts from \$25,000 to \$250,000

J.3.a

B Agreements for Architectural Review Services

Vendor: Sargent Town Planning
Type: Original Agreement
Agreement No.: 7747-17-DS
Amendment No.: N/A
Purchase Order No.:
Begin Date: 03/01/2017
End Date: 06/30/2019
Term: 2 years, 3 months

Amount to be Approved: \$100,000
Current FY Amount: \$10,000
Total Contract Amount: \$100,000
Funding Source: General Fund
Vendor Selection Process: Request for Qualifications (RFQ)
of Bids/Proposals/Quotes: 4
Project Manager: Kathleen Mallory
Department: Development Services Department
Telephone: 385-8370
Email: Kathleen.Mallory@oxnard.org

Purpose: Staff is requesting authorization to enter into an agreement with Sargent Town Planning in an amount not to exceed \$100,000 through June 30, 2019 for on-call Design Review Architectural Services for the Planning Division. Sargent Town Planning will review design submittals for development proposals, provide architectural and site design expertise on conceptual or long-range studies, and participate as a member of the City's Development Advisory Committee (DAC) to provide timely review and comments on proposed development applications.

On November 17, 2016, a Request for Qualifications (RFQ) was sent to 29 architects and/or firms located in Ventura County. Four firms submitted written responses to the RFQ. Planning Division staff reviewed the proposals and selected 2 firms: Sargent Town Planning and Johnson + Muller Architects. Sargent Town Planning was selected due to their professional expertise, downtown experience and design guideline preparation.

Costs attributed to development applications are fully recovered by developer fees.

C Implementing Audit Recommendations, Assisting with Impact Fees & other Financial Services

Vendor: Management Partners
Type: Original Agreement
Agreement No.: A-7952
Amendment No.: N/A
Purchase Order No.: Req. 3088
Begin Date: 02/14/2017
End Date: 12/31/2017
Term: 11 months

Amount to be Approved: \$72,000
Current FY Amount: \$72,000
Total Contract Amount: \$72,000
Funding Source: General Fund
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: N/A
Project Manager: Jim Throop
Department: Finance Department
Telephone: 385-7475
Email: jim.throop@oxnard.org

Purpose: Staff is requesting authorization to enter into an agreement with Management Partners in the amount of \$72,000 through December 31, 2017, for financial subject matter expertise including: assistance with impact fees; implementing audit recommendations; assistance with the budget model and forecast, a key component of the City's budget process; initial risk assessment for integrated internal control framework implementation; and other expert advice as needed. The agreement provides for approximately 400 hours of assistance from Management Partners. Management Partners has performed similar services in the past, and were chosen for this agreement due to their specialized knowledge and in order to ensure continuation of service. The City's purchasing policies do not require bids for these professional services agreements.

City Manager Contract List for 02/14/2017

Contracts from \$25,000 to \$250,000

J.3.a

D FACETS Consulting Services Agreement for Standards of Cover Report

Vendor: FACETS Consulting
 Type: Original Agreement
 Agreement No.: A-7947
 Amendment No.: N/A
 Purchase Order No.:
 Begin Date: 01/15/2017
 End Date: 12/31/2017
 Term: 6 months

Amount to be Approved: \$47,540
 Current FY Amount: \$47,540
 Total Contract Amount: \$47,540
 Funding Source: Measure O - MO2204 Account 104-2208-802.82-09
 Vendor Selection Process: Request for Proposals (RFP)
 # of Bids/Proposals/Quotes: 2
 Project Manager: Darwin Base
 Department: Fire Department
 Telephone: 385-7700
 Email: darwin.base@oxnard.org

Purpose: Staff is requesting authorization to enter into an Agreement with FACETS (A-7947) to develop a Community Risk Assessment and Standards of Cover Report for the Oxnard Fire Department. The report will analyze the community and Department needs to run the most efficient and safe Fire Department for the City of Oxnard.

On October 25, 2016, a Request for Proposals (RFP) was sent to six consulting firms with two firms submitting written responses to the RFP. FACETS was selected as the consulting firm providing the lowest responsible bid provided.

E Purchase of Nomex Hoods to Reduce Cancer in Firefighters

Vendor: Mallory Safety and Supply
 Type: Purchase Order
 Agreement No.:
 Amendment No.: N/A
 Purchase Order No.: 6166
 Begin Date:
 End Date:
 Term:

Amount to be Approved: \$30,024
 Current FY Amount: \$30,024
 Total Contract Amount: \$30,024
 Funding Source: Safety Funds
 Vendor Selection Process: Informal Bids
 # of Bids/Proposals/Quotes: 3
 Project Manager: Alex Hamilton
 Department: Fire Department
 Telephone: 385-7701
 Email: alexander.hamilton@oxnard.org

Purpose: Staff is requesting authorization to purchase 200 Nomex Hoods from Mallory Safety and Supply in the amount of \$30,024. Nomex Hoods are a protective head covering used to prevent carcinogenic smoke particles from reaching fire personnel skin.

The Fire Department obtained three quotes with Mallory Safety and Supply providing the lowest bid.

City Manager Contract List for 02/14/2017

Contracts from \$25,000 to \$250,000

J.3.a

F Non-Scheduled Repairs Wastewater and Storm Drain Systems

Vendor: Sam Hill & Sons, Inc.
Type: Task Order
Agreement No.: A-7721
Amendment No.: 46

Purchase Order No.: 5237
Begin Date: 11/01/2014
End Date: 10/31/2017
Term: 3 year

Amount to be Approved: \$30,972
Current FY Amount: \$30,972
Total Contract Amount: \$1,530,972
Funding Source: Storm Water Management Fund (Account No. 114-3502-804.82-09)
Vendor Selection Process: Public Works Bid
of Bids/Proposals/Quotes: 5
Project Manager: Thien Ng
Department: Public Works Department
Telephone: 432-3575
Email: thien.ng@oxnard.org

Purpose: Staff is requesting approval of Task Order No. 46 in the amount of \$30,972 for a sinkhole that occurred on September 22, 2016 in the northbound lane of 3042 Saviers Road due to the failure of the corrugated metal storm drain pipe along this arterial roadway. It was determined that the storm drain pipe could be abandoned in place. Work to slurry fill the failed pipeline and replace the damaged asphalt began on September 22, 2016 and was completed October 6, 2016.

On March 25, 2014, the City Council approved Non-Scheduled Repairs to Wastewater and Storm Water Systems Project Specification No. 14-12 and authorized staff to conduct a public bid. The public bid was advertised on July 18, 2014 and closed with a public opening on August 20, 2014. City Procurement received five bids. Upon department and procurement staff review of all documentation received, it was determined the bid received from Sam Hill & Sons, Inc. was a responsible and responsive lowest bid. On October 8, 2014 City Council approved Sam Hill & Sons agreement from November 1, 2014 through October 31, 2017.

City Manager Contract List for 02/14/2017

Contracts from \$25,000 to \$250,000

J.3.a

G Non-Scheduled Repairs Wastewater and Storm Drain Systems

Vendor: Sam Hill & Sons, Inc.
Type: Task Order
Agreement No.: A-7721
Amendment No.: 49

Purchase Order No.: 5237
Begin Date: 11/01/2014
End Date: 10/31/2017
Term: 3 year

Amount to be Approved: \$47,493
Current FY Amount: \$47,493
Total Contract Amount: \$1,547,493
Funding Source: Wastewater Treatment Operating Fund (Account No. 621-6205-842.82-09)
Vendor Selection Process: Public Works Bid
of Bids/Proposals/Quotes: 5
Project Manager: Thien Ng
Department: Public Works Department
Telephone: 432-3575
Email: thien.ng@oxnard.org

Purpose:

Staff is requesting approval of Task Order No. 49 in the amount of \$47,493 with Sam Hill & Sons, Inc. The Waukesha Engine No. 2 located in the co-generation facility of the Wastewater Treatment Plant required replacement of the drive gears. The Wastewater Treatment Plant utilizes the co-generators to produce electrical power that is used to operate the facility. The repairs were completed on December 2, 2016.

On March 25, 2014, the City Council approved Non-Scheduled Repairs to Wastewater and Storm Water Systems Project Specification No. 14-12 and authorized staff to conduct a public bid. The public bid was advertised on July 18, 2014 and closed with a public opening on August 20, 2014. City Procurement received five bids. Upon department and procurement staff review of all documentation received, it was determined the bid received from Sam Hill & Sons, Inc. was a responsible and responsive lowest bid. On October 8, 2014 City Council approved Sam Hill & Sons agreement from November 1, 2014 through October 31, 2017.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: February 14, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in dark ink, appearing to read "Greg Nyhoff".

FROM: Scott Whitney
Police Chief

SUBJECT: Supplemental Law Enforcement Services Fund

CONTACT: Scott Whitney, Police Chief
Scott.Whitney@Oxnard.org, 385-7624

RECOMMENDATION:

That City Council:

1. Recognize \$318,786 in grant revenue from the State Supplemental Law Enforcement Services Fund (SLESF) for Citizens Option for Public Safety (COPS) Program.
2. Approve a budget appropriation in the amount of \$318,786 for technology and equipment needs within the Police Department.

BACKGROUND

The County of Ventura will receive an estimated allocation of \$1,644,773 from the State Department of Finance for front line law enforcement funds as part of the Supplemental Law Enforcement Services Funds (SLESF). Front line law enforcement funds are allocated to cities, counties and five police protection districts on a population basis. The City of Oxnard's estimated portion is \$318,786. The SLESF funds result from a 0.15% Vehicle License Fee (VLF) and are meant to supplement existing services, and may not be used to supplant any existing funding for law enforcement services.

These funds will be used to purchase needed field equipment as well as address technology

needs within the Police Department. Prior uses of the funds have been for computer hardware, software, network upgrade and monitors. Additionally, the funds have been used for several remodel projects within the Oxnard Police Station. In 2016, SLESF funds were used to address infrastructure costs related to the implementation of a new body-worn camera (BWC) program.

The Oxnard Police Department is committed to managing internal resources in accordance with the City Council's strategic priority of Organizational Effectiveness. These funds will be used for several technology items aimed at increasing efficiencies including: new Internal Affairs software, an automated citation system, and enhanced radio infrastructure. In addition, remaining funds will be used to address continuing network infrastructure costs and annual subscription costs related to the Department's body-worn camera (BWC) program.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

FINANCIAL IMPACT

The attached budget appropriation recognizes and allocate grant award of \$318,786 to FY16-17 SLESF COPS Program (Project 662142). No matching funds are required.

ATTACHMENTS:

Attachment A

Attachment B

2016-17 Enhancing Law Enforcement Activities Subaccount

ATTACHMENT II

Citizens' Option for Public Safety

Front-line Law Enforcement Allocation for 2016-17

City/County	City/County Population Estimates 1/1/2016	Projected Allocations by City/County	Percent of Allocation by City/County
Corning	7,500	\$ 100,000	0.11759532%
Red Bluff	14,048	\$ 100,000	0.11759532%
Tehama	431	\$ 100,000	0.11759532%
Unincorporated	41,955	\$ 100,000	0.11759532%
Trinity	13,667	\$ 100,000	0.11759532%
Unincorporated	13,667	\$ 100,000	0.11759532%
Tulare	466,339	\$ 1,123,947	1.32170960%
Dinuba	24,657	\$ 100,000	0.11759532%
Exeter	11,047	\$ 100,000	0.11759532%
Farmersville	11,161	\$ 100,000	0.11759532%
Lindsay	12,960	\$ 100,000	0.11759532%
Porterville	60,070	\$ 100,000	0.11759532%
Tulare	63,515	\$ 100,000	0.11759532%
Visalia	130,231	\$ 200,563	0.23585234%
Woodlake	7,648	\$ 100,000	0.11759532%
Unincorporated	145,050	\$ 223,385	0.26269002%
Tuolumne	54,900	\$ 200,000	0.23519064%
Sonora	4,892	\$ 100,000	0.11759532%
Unincorporated	50,008	\$ 100,000	0.11759532%
Ventura	856,508	\$ 1,644,773	1.93417554%
Camarillo	69,924	\$ 107,687	0.12663452%
Fillmore	15,529	\$ 100,000	0.11759532%
Moorpark	36,715	\$ 100,000	0.11759532%
Ojai	7,477	\$ 100,000	0.11759532%
Oxnard	206,997	\$ 318,786	0.37487794%
Port Hueneme	22,702	\$ 100,000	0.11759532%
San Buenaventura	108,557	\$ 167,184	0.19660006%
Santa Paula	30,752	\$ 100,000	0.11759532%
Simi Valley	127,167	\$ 195,844	0.23030335%
Thousand Oaks	132,365	\$ 203,849	0.23971709%
Unincorporated	98,323	\$ 151,423	0.17806598%
Yolo	214,555	\$ 505,207	0.59410003%
Davis	68,314	\$ 105,207	0.12371875%
West Sacramento	53,082	\$ 100,000	0.11759532%
Winters	7,214	\$ 100,000	0.11759532%
Woodland	57,526	\$ 100,000	0.11759532%
Unincorporated	28,419	\$ 100,000	0.11759532%
Yuba	74,345	\$ 300,000	0.35278596%
Marysville	12,010	\$ 100,000	0.11759532%
Wheatland	3,519	\$ 100,000	0.11759532%
Unincorporated	58,816	\$ 100,000	0.11759532%
CALIFORNIA TOTAL	39,255,883	85,037,400	100.00000000%
CALIFORNIA CITY TOTAL	32,746,444	73,345,306	86.25064553%

 ATTACHMENT NO. A
 PAGE 1 OF 1

REQUEST FOR BUDGET APPROPRIATION

Department: Police
 Project/Program _____
 Manager: Scott Whitney

Date: February 7, 2017
 Phone: ext. 7612

Reason for Appropriation:

To recognize State grant revenue for the Supplemental Law Enforcement Services Fund FY16-17, which is subgranted through the County of Ventura

Accounts and DescriptionsAMOUNT

Fund: STATE COPS GRANT (195)

Revenues/Transfers In

COPS Prog (SLESF FY16-17) (Project 662142)

195-2030-532-7231 FEDERAL & STATE SOURCES/STATE GRANT REVENUES 318,786

Sub-total Revenues 318,786

Expenditures/Transfers Out

COPS Prog (SLESF FY16-17) (Project 662142)

195-2030-802-8132 MINOR EQUIPMENT - OFFICE 95,000

195-2030-802-8134 MINOR EQUIPMENT - SHOP AND FIELD 138,786

195-2030-802-8606 CAPITAL OUTLAY / MACHINERY AND EQUIP NEW 85,000

Sub-total Expenditures 318,786

Net Change to Fund Balance 0

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

ATTACHMENT NO. B

PAGE 1 OF 1

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised _____

REQUIRES CITY COUNCIL AUTHORIZATION

Packet Pg. 51



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 5

DATE: February 14, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in cursive script, likely belonging to Greg Nyhoff, the City Manager.

FROM: Daniel Rydberg
Public Works Director

SUBJECT: On-Call Street Striping and Marking Services PW 17-03

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council authorize staff to solicit bids for On-Call Street Striping and Marking Services PW 17-03. This contract will be for \$300,000 for three years and will not exceed \$100,000 annually.

BACKGROUND

The Public Works Streets Division requires support for the installation and maintenance of center line, lane line pavement striping, and other standard types of traffic markings. Staff wishes to solicit bids for a contractor that provides on-call services for the new installation of, or removal and replacement of, existing pavement striping and markings, including traffic control and public safety. The contractor will be responsible for furnishing all materials, tools, equipment, and labor required to complete the assigned work per the cost of services schedules established in the bid and contract documents. After the project bids are received and evaluated, staff will return to City Council to recommend awarding the contract to the lowest bidder for the project.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans

On-Call Street Striping and Marking Services PW 17-03
February 14, 2017
Page 2

adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Funding for the cost of these services are included in the Adopted Budget of FY2016-17 from Measure O Alley and Roadway Repairs Project no. MO3102.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 6

DATE: February 14, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: River Ridge Golf Clubhouse Fire Damage Restoration PW 17-15 (5/10/10)

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council:

1. Approve project plans and specifications and authorize staff to solicit bids for the River Ridge Golf Clubhouse Fire Damage Restoration Project PW 17-15.
2. Approve a budget appropriation in the amount of \$311,081, representing a partial payment of insurance proceeds, toward the Project.

BACKGROUND

On October 27, 2016, a fire occurred in the early morning at the River Ridge Golf Clubhouse. The areas affected by the fire include the roof structure above the reception ball room, the west exterior balcony, a portion of the kitchen and the upstairs meeting room. Pursuant to the City Manager's emergency resolution, emergency clean up measures were completed. However, portions of the affected areas still require significant structural repairs. The Golf Course Operator has relocated its catering operations temporarily within the building and is having to cancel or relocate scheduled events that were to be held in the ballroom. Thus, soliciting bids for this work is pressing.

River Ridge Golf Clubhouse Fire Damage Restoration PW 17-15 (5/10/10)

February 14, 2017

Page 2

The scope of the work will include removing and replacing burnt out members of the exterior balcony, removing and replacing damaged structural members above the ballroom, replacing the ceiling drywall, and painting in all the affected areas.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The majority of the funding for this project will be provided by proceeds from the City's property insurance policy. The General Fund's future contribution to the project will be \$50,000, representing the City's deductible for property claims. A partial payment of \$311,081 has been received from the insurer, which would be appropriated to the project at this time for damage repairs.

After the project bids are received and evaluated, staff will return to City Council to recommend awarding the contract to the lowest bidder for the project and to request the appropriation of the General Fund's share of the costs (\$50,000 deductible) along with the remaining insurance proceeds.

Note: Specifications for PW 17-15 River Ridge Golf Clubhouse Fire Damage Restoration Project will be available for review at the Public Works Administration offices at 305 W. 5th Street, 3rd floor after 8:00 a.m. on the Thursday prior to the City Council Meeting.

ATTACHMENTS:

Attachment No. 1 Budget Appropriation - Insurance Proceeds

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Dan Rydberg

Date: February 14, 2017
Phone: 385-8055

Reason for Appropriation:

Appropriate partial insurance payout to fund Golf Course Clubhouse Fire Reconstruction

Accounts and Descriptions**AMOUNT**

Fund: 651 Golf Course Operating

Revenues/Transfers In**(6401 - GOLF COURSE OP-RiverRidge)**

651-6401-691-7518	DAMAGE REIMBURSEMENTS	311,081
	Sub-total Revenues	311,081

Expenditures/Transfers Out**(6401 - GOLF COURSE OP-RiverRidge)**

651-6401-847.83-01	BUILDINGS AND IMPROVEMENT	311,081
	Sub-total Expenditures	311,081

Net Change to Fund Balance	0
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Net Appropriation Change	311,081
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 7

DATE: February 14, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in dark ink, appearing to read "Greg Nyhoff".

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Performing Arts Center HVAC Replacement Project GS 17-13

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council approve project plans and specifications and authorize staff to solicit bids for replacement of two 65-ton rooftop package units at the Performing Arts Center.

BACKGROUND

The two existing heating, ventilation and air conditioning (HVAC) units that service the Performing Arts Center's main auditorium are approximately 20 years old. The equipment is experiencing service failures, and repairs are no longer feasible due to the cost and difficulty of maintaining the aged and outdated equipment. The equipment has surpassed its serviceable life, and it is appropriate to solicit bids for replacement of the units at this time. Since this requires not only the actual HVAC units but also labor to install them, staff wishes to solicit bids for a public project.

STRATEGIC PRIORITIES

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

Performing Arts Center HVAC Replacement Project GS 17-13
February 14, 2017
Page 2

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

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

Funding for this project is included in the Adopted Budget FY2016-17 from Measure O PACC Auditorium Repairs Project no. MO5601. After the project bids are received and evaluated, staff will return to City Council to recommend awarding the contract to the lowest bidder for the project.

Note: Specifications for GS 17-13 Performing Arts Center HVAC Replacement Project will be available for review at the Public Works Administration offices at 305 W. 5th Street, 3rd floor after 8:00 a.m. on the Thursday prior to the City Council Meeting.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 8

DATE: February 14, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in dark ink, appearing to read "Greg Nyhoff".

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Housing-Related Parks Program Grant Application

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council adopt resolutions authorizing the City Manager to submit an application for up to \$3,750,000 in the California Department of Housing and Community Development's (HCD) Housing-Related Parks (HRP) program grant funds to be used for qualifying City park improvements.

BACKGROUND

The California Department of Housing and Community Development's (HCD) Housing-Related Parks (HRP) program is designed to encourage cities and counties to develop affordable housing by rewarding those jurisdictions that are in compliance with State housing element laws and that accommodated new and rehabilitated housing affordable to lower-income households, where permits were pulled during the applicable program calendar years of 2010 to 2016. The program provides funds for creating new and improving existing parks and recreation facilities that benefit the community and add to the quality of life. Unfortunately, this is the final year that the program will be offered.

The program offers \$500 per bedroom in bonus funding for park improvements located within a designated "Disadvantaged Community," and \$500 per bedroom in additional bonus funding for park improvements located within a "Park Deficient Community." The grant defines a

Housing-Related Parks Program Grant Application

February 14, 2017

Page 2

“Disadvantaged Community” as “an area within a city, county, or city and county that is composed solely of those census tracts designated by the United States Department of Housing and Urban Development as having at least 51 percent of its residents at low- or moderate-income levels, using the most recent decennial United States Census data available.” The grant defines a “Parks Deficient Community” as “an area within a city, county, or city and county that has less than three acres of usable parkland per 1,000 residents.” The bonus funds represent the majority of the City’s total potential award fund; therefore, all park improvements will be proposed within City parks that meet the program parameters for these two designations.

Grant funds are to be used exclusively for the costs of park and facility creation, development or rehabilitation. This includes new equipment and major maintenance, reconstruction, demolition for purposes of reconstruction of facilities and retrofitting work that is ordinarily done no more often than once every five to 15 years, or expenditures that continue or enhance the useful life of the park facility.

The City of Oxnard is eligible to submit an HRP program grant application for this final program year. In 2014, the City secured \$956,700 towards park improvements through the HRP program. Now, the Public Works Department wants to apply for the grant again. The Parks Division staff has provided a list of park improvements and estimated improvement costs for the qualifying parks to be considered for the current funding cycle, which are shown in Attachment E. Once the City selects the parks that will receive the grant funding and submits the grant, the selected parks cannot be changed, although the City can move the funding among and within the selected parks after the funding is awarded.

This item came before the Parks, Recreation and Community Services Commission (PRCSC) at its January 25, 2017, meeting. Attachment A outlines the recommendations received from the PRCSC at that meeting. City staff used those recommendations to update the Del Sol Park improvements to include restroom and concessions improvements in addition to the stadium bleacher improvements. These additions are reflected in both Attachments A and E. City staff has also added in the recommendation of park improvements at Carty Park due to safety concerns associated with park equipment. This recommendation was not presented to be considered at the PRCSC meeting.

The estimates made in both Attachments A and E may be modified depending on the final award amount, which is estimated to be around \$2,500,000. The HCD recommends assuming an increase of 50% above this estimated amount (which is why the attached resolutions state “not to exceed \$3,750,000”) for the purpose of allowing HCD to apply RHNA bonus funds to the final grant award.

At its January 25, 2017, meeting, the PRCSC recommended purchasing parkland near the Five Points neighborhood, which currently has no parkland. Attachment C shows the PRCSC-proposed property purchases for parkland at Seventh Street and Meta Street. As the HRP program is designed to serve park-deficient and disadvantaged communities, the parkland acquisition is an eligible cost of the grant. If the City opts to purchase this land, the grant funds

will be used to purchase the land. If the City opts not to purchase this land, then the grant funds can be used for park improvements at other parks specified in the City's proposal.

Two resolutions are included in this agenda item: Attachment B following the City of Oxnard template, and Attachment D following the required template from the California Department of Housing and Community Development. Both are required for the City to apply for this grant.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.
 Objective 1b. Explore alternatives for youth through recreation programs and intervention services.

FINANCIAL IMPACT

Approval of the attached resolutions will allow HCD to consider the City's application for the HRP program grant funds for qualifying park improvements at City parks located in "park deficient" and "disadvantaged" areas of the City as identified by HCD guidelines. This grant is worth up to \$3,750,000. No matching funds from the City are required. Upon award, staff will return to Council to recognize grant funding and seek approval for eligible park facility improvement projects.

ATTACHMENTS:

Attachment A - Proposed Parks and Cost Estimates: Parks, Recreation, and Community Services Commission Recommended Projects

Attachment B - Resolution for the Housing-Related Parks Grant: City Version

Attachment C - Proposed Property Purchases at Meta Street and Seventh Street

Attachment D - Resolution for the Housing-Related Parks Grant: HCD template

Attachment E - Proposed Parks and Cost Estimates: City Staff Recommendations

		Parks, Recreation, and Community Services Commission Recommended Parks Projects for the HCD Grant			2/14/2017
			Park Improvements	Total	Comments
Priority	NEIGHBORHOOD PARKS				
1	Durley Park	Walking Track, Play Structures, & Security Lighting			
		Design	\$80,000		
		Environmental Review Phase II	\$20,000		
		Play Structure(s)	\$350,000		
		Tot Lot At pre-school	\$75,000		
		New Walking Track	\$350,000		
		Security Lighting	\$125,000		
		Total		\$1,000,000	
2	Campus Park	Multi-use Field Renovation			
		Design	\$30,000		
		Construction	\$250,000		
		Total		\$280,000	
3	5 Points Property	Property Acquisition			
		Purchase 3 of 4 lots (50K+50K,+125K, & City Lot)	\$225,000		
		Design	\$30,000		
		Construction (the fully developed cost is estimated to be \$400,000)	\$50,000		
		Total		\$305,000	
4	Del Sol Park	Play Structures			
		Design	\$20,000		
		Construction	\$350,000		
		Stadium Bleachers, Concessions, and Restroom Improvements	\$600,000		
		Total		\$970,000	
		Grand Total		\$2,555,000	

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING SUBMITTAL OF GRANT APPLICATION

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

WHEREAS, the Public Works Department has requested that City Council approve the submittal of an application to the California Department of Housing and Community Development for up to \$3,750,000 in the Housing-Related Parks program grant funds to be used for qualifying City park improvements.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for qualifying City park improvements. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claim; and the Public Works Director or designee is authorized to submit non-financial reports.

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

AYES:

NOES:

ABSENT:

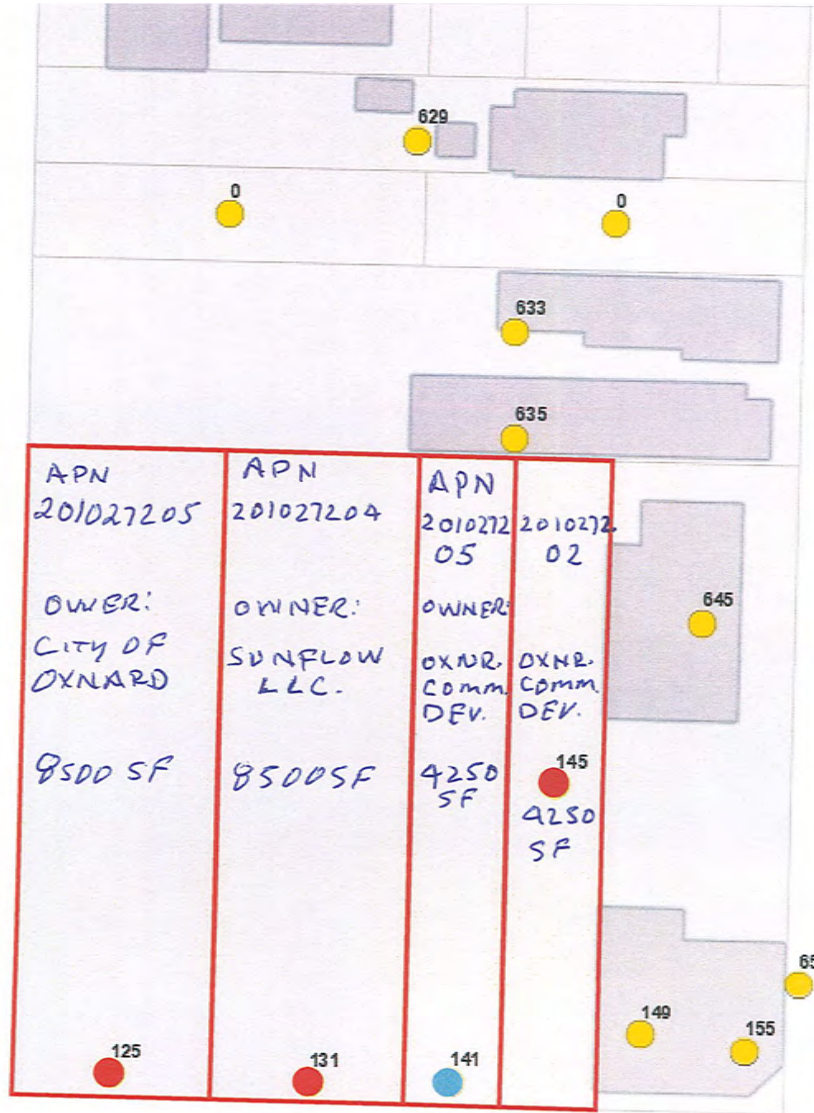
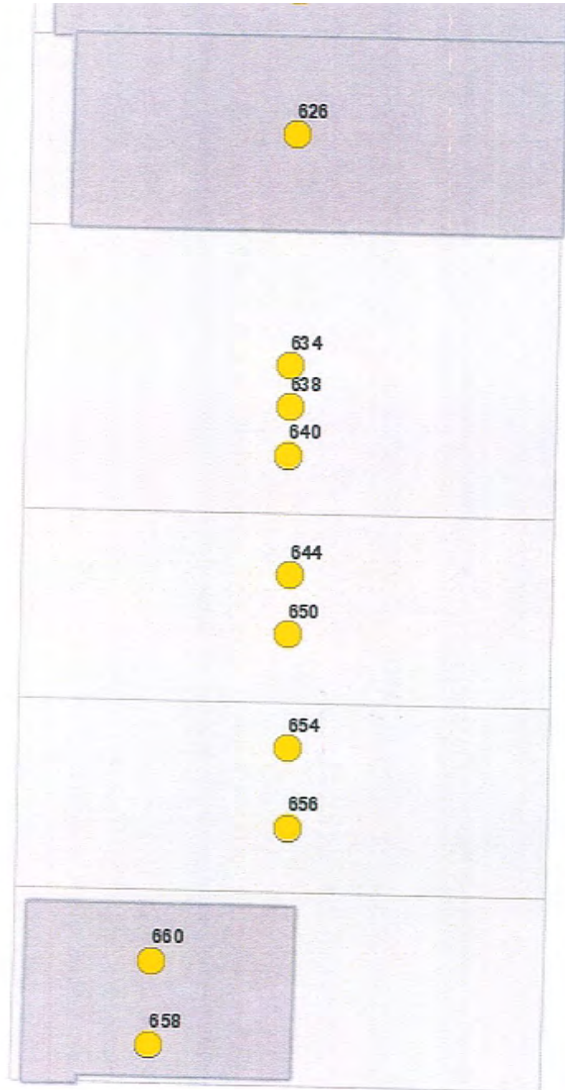
Tim Flynn, Mayor

ATTEST:

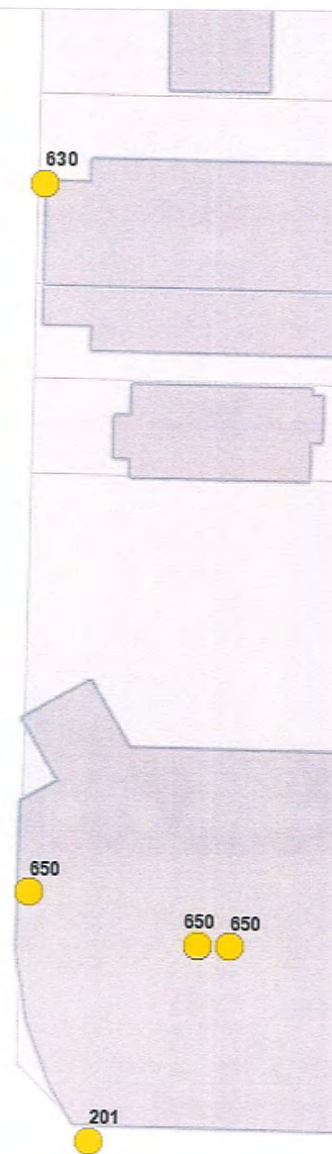
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

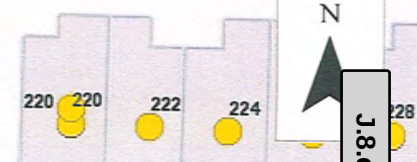
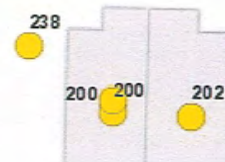
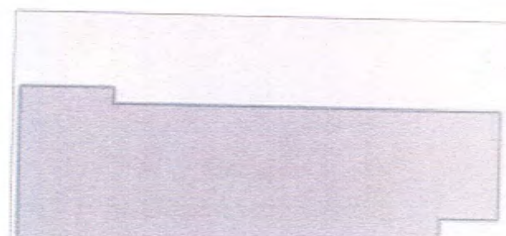
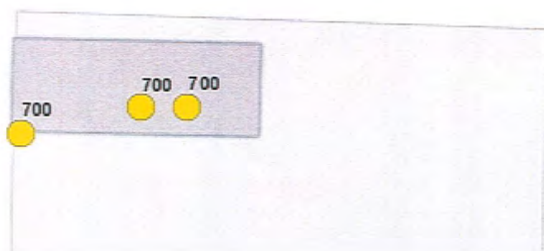
Stephen M. Fischer, City Attorney



Meta St



E 7th St



CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING APPLICATION FOR HOUSING RELATED PARKS GRANT

WHEREAS, The State of California, Department of Housing and Community Development (HCD) has issued a Notice of Funding Availability dated November 16, 2016 (NOFA), under its Housing-Related Parks (HRP) Program; and

WHEREAS, the City of Oxnard (Applicant) desires to apply for a HRP Program grant and submit the 2016 Designated Program Year Application Package released by the HCD for the HRP Program; and

WHEREAS, HCD is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement; and

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

WHEREAS, the City Council is concurrently adopting Resolution No. _____ in accordance with the City's procedure to submit grant applications; and

WHEREAS, the Public Works Department of the City of Oxnard has requested that City Council approve the submittal of a grant application to HCD for the Housing Related Parks Program grant funds to be used for park acquisition and qualifying park improvements at City parks located in Park Deficient and Disadvantaged areas of the City as identified under HCD guidelines.

NOW, THEREFORE, IT IS RESOLVED THAT:

1. Applicant is hereby authorized and directed to apply for and submit to HCD the HRP Program Application Package released November 16, 2016, for the 2016 Designated Program Year in an amount not to exceed \$3,750,000.00. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in an amount not to exceed \$3,750,000.00, and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from HCD, and all amendments thereto (collectively, the "HRP Grant Documents").

2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in **Exhibit A** of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by HDC and in accordance with the NOFA and Program Guidelines and Application Package.

3. The City Manager or designee(s) is/are authorized to execute in the name of Applicant the HRP Program Application Package and the HRP Grant Documents as required by HCD for participation in the HRP Program.

4. City Council of the City of Oxnard approves the submittal of a grant application for the HRP Program grant funds to be used for park acquisition and qualifying park improvements as identified under HCD guidelines. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims for the use of grant funds; and the Public Works Director or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this ____ th day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

The undersigned Mayor of the City of Oxnard here before named does hereby attest and certify that the forgoing is a true and full copy of a resolution of the City of Oxnard adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

	City Staff Recommended Parks Projects for the HCD Grant			2/14/2017	
	Park Improvements			Total	Comments
	NEIGHBORHOOD PARKS				
1	Durley Park	Walking Track, Play Structures, & Security Lighting			
		Design	\$80,000		
		Enviromental Review Phase II	\$20,000		
		Play Structures	\$350,000		
		Tot Lot At pre-school	\$75,000		
		New Walking Track	\$250,000		
		Security Lighting	\$125,000		
		Total		\$900,000	
2	Del Sol Park	Play Structure and renovations			
		Design	\$20,000		
		Play Structures	\$350,000		
		Restroom, concessions building and bleacher renovation	\$500,000		
		Total		\$870,000	
3	Thompson Park	Walking Track			
		Design	\$15,000		
		Construction	\$225,000		
		Total		\$240,000	
4	Lathrop Park	Walking Track			
		Design	\$10,000		
		Construction	\$150,000		
		Total		\$160,000	
5	Beck Park	Walking Track & Lights			
		Design	\$10,000		
		Construction	\$250,000		
		Total		\$260,000	
6	Colonia Park	Security Lights			
		Design	\$10,000		
		Construction	\$75,000		
		Total		\$85,000	
7	Carty Park	Bleacher Replacement			
		Construction	\$70,000		
		Total		\$70,000	
		Grand Total		\$2,585,000	



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 9

DATE: February 14, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Application to the United States Bureau of Reclamation's WaterSMART: Water and Energy Efficiency Grant Program

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RECOMMENDATION:

That City Council adopt resolutions authorizing the City Manager to submit an application for \$184,443.78 in the United States Bureau of Reclamation's WaterSMART: Water and Energy Efficiency Grant Program grant funds to be used for the replacement of approximately 455 antiquated water meters and an associated water audit to enable the City to effectively monitor conservation efforts.

BACKGROUND

The City of Oxnard (City) faces an increasing set of water resources challenges. Aging infrastructure, along with climate variability and other issues, play a large role locally in determining the amount of fresh water available. The WaterSMART (Sustain and Manage America's Resources for Tomorrow) Program by the United States Bureau of Reclamation (BOR) provides financial assistance for water projects that seek to conserve and use water more efficiently and that contribute to water supply sustainability in the western United States.

Through WaterSMART grants, the BOR provides cost-share funding for projects that result in quantifiable and sustained water savings. On January 18, 2017, the Water Resources Division of the Public Works Department submitted an application to the BOR's 2017 WaterSMART grant

program. The BOR allows an official resolution, authorizing the grant submittal and committing the City to the financial and legal obligations associated with receipt of a financial assistance award, to be submitted up to 30 days after the grant application deadline. The proposed project will replace approximately 455 antiquated water meters in the city. In addition to the meter replacements, the project will also include a water audit that will provide an analysis comparing water meter data to identify opportunities to prevent water loss. The water audit will also provide a means to estimate the actual water usage and expand the meter replacement program to the remaining water meters within the City.

The main goals of the project are to identify the average water loss for residential and agricultural customers, provide an accurate means to track all water use (including low and ultra-low flow rates), identify leaks, and ultimately conserve more water and manage Oxnard's water resources more efficiently. Accurate water usage information will provide leak feedback, reducing unnecessary water waste. The new meters will also be able to more accurately measure the water use associated with low- and ultra-low flow fixtures, including low- and ultra-low flow toilets and faucets, as well as water-efficient agricultural irrigation systems. Actual water usage within the City would be quantifiable as water from leaks and low and ultra-low flowing units would not escape the system without being appropriately measured. Completion of this project would also allow the City to understand the implications of the water reduction measures taken and measure progress towards achieving State and locally issued conservation goals.

The project will help the City improve its water efficiency through water conservation while managing impacts from the existing severe drought: replacing the water meters will result in significant water savings and a positive impact through drought relief initiatives. The proposed project will allow the City to manage municipal and agricultural water supplies more effectively and will support compliance with State-issued water conservation goals while conserving local water resources and reducing the environmental impacts of the drought.

By completing the water meter replacement pilot program and water audit, the City will be on track for compliance with the most recent water conservation goals including the Governor's Executive Order B-37-16, titled Making Water Conservation a California Way of Life. Apart from the mandated State conservation actions, the City has implemented stringent water savings measures and amended the Oxnard water waste ordinance to require: all plumbing leaks, breaks and malfunctions be fixed within 72 hours after discovery; hotels to post water conservation notices; fountains or water features to be equipped with a recirculating pump; and reductions in outdoor watering, limiting watering hours and outdoor irrigation. Additionally, in 2010, the City constructed an Advanced Water Purification Facility that produces high-quality recycled water from the City's wastewater treatment plant. This recycled water is suitable for groundwater injection and irrigating agricultural or landscapes to help alleviate the pressure from increased water demand in extreme drought conditions.

If awarded, completion of the project will occur over an estimated 18-month period and will include three major quantifiable milestones: water meter replacement, data collection, and completion of the water audit report to be submitted to City Council.

There are two resolutions attached: one that satisfies the BOR's requirements for grant submittal, and another that is in accordance with the City's procedures to submit grant applications. Both are required for the City to submit the grant application.

STRATEGIC PRIORITIES

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

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

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

The total project cost is estimated at \$376,414.87. The City's match will be \$175,402.74, and \$16,569.36 of staff time. The funding requested from the BOR for the project is \$184,443.78. Upon grant award, staff will return to Council to recognize the grant award and appropriate funding to the project from the water fund.

ATTACHMENTS:

Attachment A -Application to the BOR's 2010 WaterSMART Water and Energy Efficiency Grant

Attachment B - Resolution for the BOR WaterSMART grant, following City of Oxnard requirements

Attachment C - Resolution for the BOR WaterSMART grant, following BOR requirements



H₂Oxnard: Water Loss Audit and Meter Replacement

WaterSMART Grant: Water and Energy Efficiency Grants for FY 2017

Submitted by
City of Oxnard

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1 Technical Proposal

1.1 Executive Summary

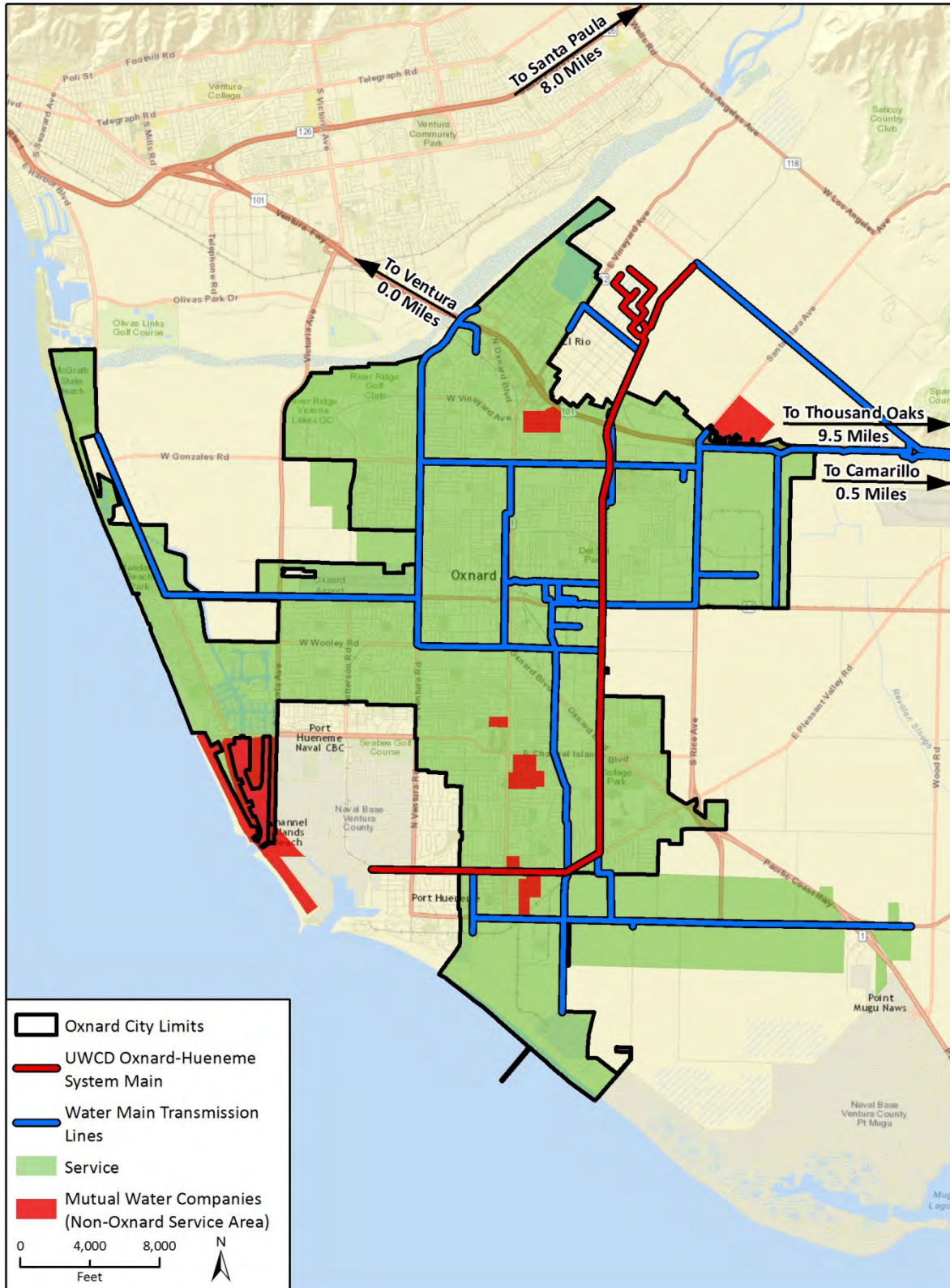
The City of Oxnard, located on the Southern California coast in Ventura County, approximately 60 miles northwest of downtown Los Angeles and 35 miles south of Santa Barbara, is requesting \$184,443.78 from the United States Department of the Interior Bureau of Reclamation to quantify and limit community water loss through residential and agricultural water meters. The agricultural uses currently utilize recycled water and the residential uses utilize the City's potable water. The project would include replacement of approximately 453 residential and two agricultural existing, antiquated Sensus water meters, with new ultrasonic or magnetic water meters to conserve water and improve efficiency. In addition to the meter replacement component, the project would also include a water audit that would provide an analysis comparing existing water meter data to data acquired after new meters are installed, and identify opportunities to prevent water loss and help the City of Oxnard improve its water efficiency through water conservation, and ultimately manage impacts from the existing severe drought and prepare for the water-related impacts of climate change. Based on American Water Works Association reports and City data, the City believes that the accuracy of the current water meters does not offer residents an accurate account of the water consumed or conserved. Replacing the water meters would result in significant water savings and positively impact drought relief initiatives.

The project would improve the efficacy of local water resource management in Oxnard and contribute to accomplishing the conservation goals of this Funding Opportunity Announcement (FOA) by replacing approximately 455 antiquated meters and enabling the City to effectively monitor conservation efforts through obtaining accurate meter data. The City is currently unable to discern how much water they use, which can lead to misconceptions about the actual water reductions and does not provide an accurate picture of individual or City-wide water use. Data would be collected and used to complete a water audit that would provide a means to estimate the actual water usage and develop a meter replacement program throughout the City. This would allow the City to manage municipal and agricultural water supplies more effectively, and comply with state issued water conservation goals, while conserving local water resources and reducing the environmental impacts of the drought.

1.2 Background Data

The City of Oxnard, located in Ventura County along the Pacific Ocean, approximately 60 miles northwest of downtown Los Angeles and 35 miles south of Santa Barbara, has a dry, sub-tropical, climate that is heavily influenced by its proximity to the ocean. Oxnard's population is approximately 205,000 people and the City provides potable water for residential, agricultural, and industrial uses in the incorporated area of the City of Oxnard as well as portions of unincorporated Ventura County. In total, the City owns and operates approximately 600 miles of water pipelines equipped with over 42,000 water meters. Figure 1 shows the City boundary, water service boundary, and potable water pipelines.

The City lies in the Oxnard Plain, which contains some of the most fertile land in California, and is a major contributor to the nation's food supply. Crops are grown all year long, and the main crops include row crops, strawberries, and lemons. Southern California and Ventura County in particular have been impacted by the prolonged, five year drought. Much of Ventura County is considered to be in an Exceptional Drought, while the surrounding counties and southern portion of Ventura County, where the

Figure 1 City of Oxnard, CA (Ventura County) Boundary, Water Service Boundary, and Water Pipelines

City of Oxnard is located, are considered to be in an Extreme Drought (National Drought Mitigation Center 2017). On January 17, 2014, Governor Jerry Brown declared a State of Emergency (USGS 2016) due to the drought and directed State officials to take all necessary actions to prepare for these drought conditions. On May 9, 2016 Executive Order B-37-16 (EO B-37-16) established a new water efficiency framework to bolster California's resiliency and preparedness for long-term sustainability. The framework includes measures such as "permanent monthly water use reporting, new urban water use targets, reducing system leaks and eliminating clearly wasteful practices, strengthening urban drought contingency plans and improving agricultural water management and drought plans" (California Department of Water Resources 2017).

By completing the water meter replacement pilot program and water audit, the City of Oxnard would be on track for compliance with the most recent water conservation goals including EO B-37-16. Apart from the mandated State conservation actions, the City of Oxnard has implemented stringent water savings measures and amended the Oxnard Water Waste Ordinance to require: all plumbing leaks, breaks and malfunctions be fixed within 72 hours; hotels to post water conservation notices; fountains or water features to be equipped with a recirculating pump; and a reduction in outdoor watering, limiting it to no more than two days per week. Additionally, in 2010, the City constructed an Advanced Water Purification Facility which produces high-quality recycled water from the City's wastewater treatment plant. This recycled water is suitable for groundwater injection and irrigating agricultural or ornamental landscapes, to help alleviate the pressure from increased water demand in extreme drought conditions (City of Oxnard 2014).

The City receives potable water from three sources: local groundwater from Oxnard's wells, local groundwater from United Water Conservation District (UWCD), and imported water from Calleguas Municipal Water District (CMWD). CMWD is a member agency of the Metropolitan Water District of Southern California (MWD), a wholesale supplier of State Water Project (SWP) water. Water purchased by the City from United Water Conservation District is diverted from the Santa Clara River at the Freeman Diversion, where spreading basins are used to recharge the Oxnard Forebay groundwater basin. United Water Conservation District then pumps this groundwater and delivers it to Oxnard and other users via the Oxnard-Hueneme (O-H) Pipeline. Water is blended from these three sources to achieve an appropriate balance between water quality, quantity, reliability, and cost.

Saltwater intrusion in the aquifers underlying the Oxnard Plain in Ventura County California was first observed in the early 1930's and became a serious problem by the mid-1950's (USGS 1996). According to United Water Conservation District, a major factor regarding saline intrusion is the reduction in the potentiometric surface of a confined aquifer by extraction of water from the system (pumping and drought). If pressure heads along the coast fall below sea level, the lateral intrusion of seawater will occur. Water level records and water quality data indicate that there is a water deficit in the southern Oxnard Plain. Major strategies to combat saline intrusion include increased groundwater recharge and pipeline deliveries to lessen groundwater pumping to coastal areas (United Water), reduced pumping over all in the coastal basins (Fox Canyon Groundwater Management Agency), and switching pumping to less impacted aquifers (County of Ventura). Additionally, the City of Oxnard completed the GREAT Program, a major water reclamation program that could help mitigate additional demand for groundwater in the southern Oxnard Plain (UWCD 2010).

The City began producing recycled water at its Advanced Water Purification Facility in 2011 and delivers the recycled water via its Recycled Water Backbone System, which was constructed as part of the Groundwater Recovery Enhancement and Treatment (GREAT) Program and consists of over 12 miles of pipeline. Recycled water is primarily used for landscape and agricultural irrigation. However, in 2016, the City also embarked on a pilot groundwater injection program to address saltwater intrusion, recharge groundwater aquifers, and stabilize groundwater resource levels with recycled water, using an aquifer storage and recovery (ASR) groundwater well.

The City of Oxnard owns and operates ten groundwater wells, associated with the Santa Clara River Valley Groundwater Basin, Oxnard Subbasin (Number 4-4.02). The Santa Clara River Valley Groundwater Basin is fed by the Santa Clara River and has three parts: the Oxnard Forebay, the Upper Aquifer System, and the Lower Aquifer System (City of Oxnard 2015). The Basin's water table is critically low and efforts to recharge the Oxnard Forebay are led by United Water Conservation District, as mentioned. However, the Fox Canyon Groundwater Management Agency (FCGMA) has jurisdiction over the United Water Conservation District water resources and issues ordinances that affect United Water Conservation District and in turn, limit the amount of groundwater available to Oxnard (City of Oxnard 2015).

The City currently has a Sensus-based Automated Meter Reading (AMR) system for the potable water meters. The replacement meters shall work with the existing Sensus software. The residential Sensus model SR II meters have a normal operating range of 2-30 gallons per minute, with approximately 95% accuracy at 0.5 gallon the existing agricultural meters that are being replaced (Sensus model Omni C² & T²) have a diameter of 10" and a normal operating range of 6-5,500 gallons per minute. Most of the meters were installed between 2002 and 2008 but are experiencing increased failures throughout the system. According to the American Water Works Association (AWWA), it is generally understood that meter accuracy at low flow rates tends to decrease rapidly. Because energy transfer from the water to the meter's sensing element is small at lower flows, any increase in friction can cause slowing or even the complete stop of a meter's registration (Richards, et al. 2010). This is particularly problematic because a significant portion of local conservation measures involve implementing (residential) low flow fixtures and appliances, or drip irrigation systems for agricultural land use, and the City is unable to quantify such measures due to the antiquated meters. Additionally, the City is unable to track and repair leaks that may occur within the system, as the existing meters may not register the water loss. Each of these concerns contributes to the City's inability to effectively manage Oxnard's water resources and comply with state issued conservation mandates.

Water within the City is currently consumed by the following uses: single- and multi-family residential (approximately 34% and 14%, respectively), commercial (approximately 13%), industrial (approximately 12%), institutional/governmental (approximately 2%), landscape (approximately 10%), agricultural irrigation (approximately 4%), other¹ (approximately <1%), and losses (approximately 12%). System water loss is attributed to leaks and ruptures in the existing distribution network, system flushing and cleaning, and pump pressure relief at wells. Table 1 provides a summary of the actual water consumption within the City for 2015 and projected water consumption within the City for future years (City of Oxnard 2015).

¹ Oxnard uses a category "Other-FH" for commercial/industrial fire line services.

Table 1 Demands for Potable and Raw Water (Acre Feet)

Land Uses	Volume of Potable Water					
	Actual	Projected				
	2015	2020	2025	2030	2035	2040
Single Family	8,662	12,535	13,068	13,602	14,135	14,669
Multi-Family	3,504	5,071	5,286	5,502	5,718	5,934
Commercial	3,328	4,816	5,021	5,226	5,431	5,636
Industrial	2,982	4,315	4,499	4,683	4,866	5,050
Institutional/Governmental	409	592	617	642	667	693
Landscape	2,417	3,498	3,646	3,795	3,944	4,093
Agricultural Irrigation	926	1,340	1,397	1,454	1,511	1,568
Other	75	108	114	119	124	126
Losses	3,120	389	406	422	439	456
Total	25,423	32,664	34,054	35,445	36,835	38,225

Source: UWMP, 2015; Tables 4-1 and 4-2

According to the Urban Water Management Plan (UWMP), the Public Works Department manages the potable water, recycled water, and wastewater systems (City of Oxnard 2015). As previously described, the water system includes a mix of residential, commercial, and industrial customers as well as the agricultural customers in the Oxnard Plain, which is distinctive for its year-round agricultural production. The water system service area excludes some portions of southwestern Oxnard which are served by the Port Hueneme Water Agency, shown in red, in Figure 1. Also excluded from the water system service area, are those portions of Oxnard currently served by mutual water companies.

With respect to the four main water sources, groundwater, imported water, purchased water, and recycled water, the current shortfalls and constraints which this project would address, include the following (City of Oxnard 2015):

- **Groundwater:** The basin is subject to the jurisdiction of the Fox Canyon Groundwater Management Agency who implements policies intended to maintain the sustainability of the basin and prevent saltwater intrusion. As mentioned, saltwater intrusion was first recognized as a problem within the Oxnard Plain in the early 1950's. Many efforts are currently underway to mitigate the impacts of saltwater intrusion, which is an ongoing concern that has been amplified by the prolonged drought and multiple high-heat years, and could compromise the groundwater within the area. The recent drought has also exacerbated the fragility of this basin, resulting in reduced allocations to municipal pumpers.
- **Imported Water:** Imported surface water from Calleguas Metropolitan Water District is subject to cutbacks from Department of Water Resources (DWR) for legal, environmental, and climactic reasons. Specifically, MWD faces a number of challenges in providing adequate, reliable, and high quality supplemental water supplies for Southern California, including the continuing dry hydrologic conditions and Sacramento-San Joaquin River Delta issues. The current water supply conditions affecting the quantity of MWD deliveries include: record low contract supplies are available from the State Water Project (SWP) due to severe drought and Delta issues, an extended drought in the Colorado River watershed has decreased supplies to the Colorado River Aqueduct (CRA), groundwater basins and local reservoirs have dropped to very low operating levels, and supply available for the Los Angeles Aqueduct is reduced due to drought and Owens Lake issues.
- **Purchased Water:** The United Water Conservation District Oxnard-Hueneme System extraction is also subject to FCGMA and Emergency Ordinance E, which was adopted by FCGMA and requires groundwater users to reduce their extractions or pay significant financial penalties.

- **Recycled Water:** Oxnard's recycled water supply will not be affected by weather because irrigation demand does not contribute to wastewater flows. For this reason rainfall does not influence flows from the wastewater system, and therefore does not affect the availability of recycled water. Recycled water is commonly viewed as a drought proof supply and is assumed to be a 100 % reliable source of non-potable water. However, recycled water is currently used primarily for landscape and agricultural irrigation, and groundwater recharge.

The City has previously worked with the United States Department of the Interior Bureau of Reclamation (Reclamation) on the GREAT Program, which is a comprehensive water supply project designed to improve water supply reliability, and included installation of an Advanced Water Purification Facility and the Recycled Water Backbone system using an abandoned pipeline. The GREAT Program's objective was to reclaim lost water resources that were previously discharged into the City-permitted deep ocean outfall and utilize this recycled water to recharge groundwater aquifers to protect agricultural resources by creating a saltwater intrusion barrier (Bureau of Reclamation 2009). The program combined wastewater recycling, brackish groundwater desalination, groundwater injection, storage and recovery, and wetland restoration in an effort to sustain Oxnard's water supply through 2030. Oxnard also received funding in 2012-2013 from Reclamation for a research project to evaluate the ecosystem needs and assess the success of the Oxnard Saline Treatment Wetlands that were created and restored using the recycled water from the AWPf (Bureau of Reclamation 2016). However, given the pervasive challenges with water meters, the City is unable to precisely analyze the City's water consumption rates and effectively manage all opportunities for conservation.

1.3 Project Description

The proposed project would include a pilot program to replace a total of 455 existing water meters (453 residential water meters and two agricultural water meters) in the City of Oxnard, California with state-of-the-art ultra-low flow ultrasonic or magnetic water meters. In addition, the project would include completion of a water audit to determine the efficiency of the new meters and quantify the resulting water savings and identify opportunities for additional conservation effort. The residential meter replacement component of the project would include replacing the existing Sensus model SR II meters, which have a normal operating range of 2-30 gallons per minute, with approximately 95% accuracy at 0.5 gallon with new meters that would have a normal operating range of 0.1 – 35 gallons per minute, with approximately 95% accuracy at 0.03 gallons. The existing agricultural meters that are being replaced (Sensus model Omni C² & T²) use recycled water from the GREAT Program, and have a diameter of 10" with a normal operating range of 6-5,500 gallons per minute. They would be replaced with water meters that have a normal operating flow rate that captures decreased water flows with increased accuracy. The existing Automated Meter Read (AMR) system, which was set up during the meter replacement program in the early 2000's, would remain in operation and all meters installed as part of the project would be compatible.

The water audit would be completed to provide a means to estimate the actual water usage and expand the meter replacement program to the remaining water meters within the City. The main goals of the project are to identify the average water loss for residential and agricultural customers, provide an accurate means to track all water use (including low and ultra-low flow rates), identify leaks, and ultimately conserve more water and manage Oxnard's water resources more efficiently. Accurate water usage information would provide leak feedback, which would reduce unnecessary water waste. The new meters would also be able to more accurately measure the water use associated low- and ultra-low flow fixtures, including low- and ultra-low flow toilets and faucets as well as water efficient agricultural irrigation systems. Therefore, actual water usage within the City would be quantifiable, as water from leaks and low-/ultra-low flowing units would not escape the system without being appropriately measured. Completion of this project would also allow the City to understand the implications of the water reduction measures taken, and measure progress towards achieving state and locally issued conservation goals.

Completion of the project would occur over an estimated 18 month period and would include three major quantifiable milestones: water meter replacement, data collection, and completion of the water audit report to be submitted to City Council. These milestones are discussed in more detail below.

Meter Replacement

Completion of the meter replacement component of the project would take approximately three months. The City plans to launch a pilot program to test and install ultrasonic or magnetic water meters. In total, 453 residential water meters and two agricultural water meters would be replaced. As mentioned, the agricultural uses currently utilize recycled water and the residential uses utilize the City's potable water; both sources of water would be discussed in the audit. The new meters would reduce water waste by accurately accounting for water use and specifically being able to track smaller amounts of water usage, including leaks, low- or ultra-low flow fixtures, and drip irrigation systems that may currently be unaccounted for in the existing system.

Data Collection

Data regarding existing water use is currently being collected by the City of Oxnard at all meters. The City has the ability to query functional meters monthly, or approximately every 27 to 33 days, while water

use data from failed meters must be recorded manually. Existing water meter data would be used, in addition to new data to be collected after completion of the water meter installation component of the project, to quantify the reduction in water loss from the upgraded meters. Once the new meters are installed, a years' worth of data would be collected from the meters that replaced the failed or inaccurate meters. Data from a similar size sample set, or control group, would also be collected to determine water use under baseline conditions. Pre-replacement water use and post-meter replacement water use would then be compared for the group that had the meters replaced as well as the sample set. An entire years' worth of data would be required because water use fluctuates within the State of California between the warm and dry, summer months and the cooler, wetter, winter months. In some cases, where meters have failed or are not currently functioning appropriately, data is currently being collected manually; however, the data from the new meters would be automatically updated to the City's system, saving the City time and resources. In addition to tracking the annual use over a specific time frame, the meters would also be tested to determine the discrepancy between the actual flow and the reported flow for a sample set of the meters. The agricultural meters would be tested at 900, 500, and 250 gallon per minute and the residential meters would be tested at 25, 3, and 0.5 gallons per minute. After all of the data sets are compared, the City would have more accurate information to assess the effectiveness of the City's conservation efforts, and identify areas to improve conservation, prevent leaks, and more effectively manage the City's water resources.

Completion of the Water Audit

According to the United States Environmental Protection Agency (U.S. EPA), water audits are the foundation and critical first step in water loss control that quantify the integrity of the distribution system (U.S. EPA 2012). In addition, the America Water Works Association recommends that utilities conduct regular water audits to ensure accountability. Therefore, completion of the water audit component of this project is crucial to understanding water use and efficiency, and ultimately reducing water waste through efficiency and accountability. Completion of the water audit would take approximately three months. The water audit would compare pre- and post-project water usage data to quantify the water use reductions from the installation of the upgraded replacement meters. The water audit would also quantify the water usage under baseline conditions, without meter replacement, using the control group of similar-sample size. In addition, the water audit would use results from the meter testing, which would likely be completed off-site by sending the meters to a testing company for approximately 10% of the meters. The water audit would be completed to provide a means to estimate the actual water usage and expand the meter replacement program to the remaining water meters within the City. After the data sets are compared, the City would have more accurate information to assess the effectiveness of the City's conservation efforts, and identify areas to improve conservation, prevent leaks, and more effectively manage the City's water resources to extrapolate water loss estimates across the City and use the data to inform policy makers regarding a full system replacement.

1.4 Evaluation Criteria

The following includes the evaluation criteria portion of the application, which thoroughly addresses each criterion and subcriterion.

Quantifiable Water Savings

Within the City of Oxnard, municipal water delivery meters are installed for each water user as well as at locations to measure production and/or supply and storage. More accurate water measurements within the City would allow for water demand assessments, accurate customer billing rates, meter diagnostic testing, locating and quantifying water loss due to leakage, and other water resource management needs. The project would include replacing existing meters with upgraded, ultrasonic or magnetic meters

that are approximately 98% more accurate and would be more capable of tracking water usage associated with leaks and low or ultra-flow fixtures. According to Reclamation, in the case of individual water user metering, most customers use significantly less water when billed at a usage rate; and especially so when a tiered rate is applied (i.e., higher rates for higher use). Therefore, if the City can precisely measure water use rates, and reliably bill customers according to their actual water consumption rates, the City would be able to appropriately enforce or improve water conservation policies. Replacing the existing antiquated meters may result in water savings when the new technologies are employed. The City of Oxnard currently operates on an Advanced Meter Read (AMR) system, which provides real-time measurement to the operator and to the customers as well. Therefore, the technology upgrade component of this project would consist of meters that are far more reliable, precise, and accurate when reading water consumption, even at low- or ultra-low flow use rates. The existing water meters may not capture water use from low- or ultra-low flow water fixtures, which are being installed with increasing popularity to reduce water use and conserve available water resources. The water that is not being captured by the meters is not being appropriately tracked or managed, which could escalate into a larger-scale problem as more of these fixtures are installed, and less water is measured within the system. Installation of the upgraded ultrasonic or magnetic water meters that capture low or ultra-low flow rates would allow for improved management by the operator, more conscientious use by the customer, accurate billing rates, and improved leakage detection by both parties.

The City assumes more than 12% of the water is currently being lost. The amount of actual water saved from implementation of this project would be quantified through completion of a water audit. The City understands that quantifying project benefits is an important means to determine the relative effectiveness of various water management efforts and ultimately the effectiveness of the WaterSMART Grants. Therefore, the City proposes completion of a water audit that would compare the existing water use and the water use after the meter replacement from the test group (the 455 total water meters that would be replaced) with a similar-sized control group, which would retain the existing metering system. The project would specifically include individual water use meters, and would not impact the main line meters. Therefore, the water audit would compare existing water use to future water use, as a means to quantify the impacts at the individual residences meters, not the entire water distribution system.

Water Sustainability Benefits Expected to Result from the Project

The project would specifically address the ongoing issue of ineffective water meters leading to the loss of more than 10% of the City's water through leaks and unmetered use. Additionally, approximately 10% of all Oxnard's water meters have failed, and therefore do not provide adequate means for managing the City's water resources. Piloting the meter replacement program would enable the City of Oxnard to obtain water meter data that is 98% more accurate than the existing meters currently in use. Replacing approximately 455 antiquated water meters would result in significant improvements in water accounting and increase opportunities for conservation. Any increase in water conserved as a result of the project, would remain in the City's water supply as an available resource. Gaining a more precise and accurate measurement of the actual volumes of water consumed and discharged, may result in the ability to consume less water from remote and local resources, and alleviate pressure from the severe drought.

WATER CONCERNS

There are several water concerns that impact Oxnard, including water supply, climate change, and saltwater intrusion. Each of these issues is exacerbated by the City's inability to adequately manage water resources due to the lack of accurate data from the antiquated meters. Potable water supply in the region is a serious concern, which is being amplified by the extreme, prolonged drought. The drought is impacting the majority of the western United States, especially Southern and Central California. The

City of Oxnard is located in Southern California, adjacent to the Pacific Ocean with approximately 20 miles of coastline and 24,539.7 acres of agricultural land uses. Agricultural land use makes up nearly 54% of Oxnard's total land use, while only 6,219.5 acres are zoned for residential land use. In 2015, agricultural irrigation demand was expected to be approximately 926 acre feet of potable water, while residential (single-family and multi-family) demanded approximately 12,116 acre feet of potable water (City of Oxnard 2011). Collectively, these two water uses account for 13,092 acre feet or 51% of the City's total demand for potable water. However, these water use rates may not accurately represent the City's actual water use patterns due to the failure of the existing water meters to capture low- and ultra-low flows related to new fixtures and leaks, posing a significant risk to the City, both ecologically and financially. In response to the drought, many farmers in Oxnard have upgraded their irrigation systems to water efficient technologies, such as drip irrigation (Toro 2013). Individuals in Oxnard may also have taken advantage of the state issued rebates to install low flow fixtures in their homes to conserve water (Department of Water Resources N.D.). Many of the City's existing meters are unable to capture flows that are less than 2 gallons per minute and allows for saltwater to intrude into the groundwater basin when groundwater supplies are overdrawn. Drip irrigation systems have flow rates in the range of 0.5 gallons per hour, and low flow toilets average 1.28 gallons per. Therefore, these conservation efforts initiated by individuals and organizations attempting to respond to state and local conservation goals, are exasperating the City's ongoing challenges to measure and report water use, enforce conservation policies, and ultimately manage the City's water resources.

In addition to potable water supply, saltwater intrusion is another concern that could affect long-term potable groundwater supplies in Oxnard which affects residents, agricultural production, wildlife, and ecosystem services. The Upper Aquifer system is hydraulically connected to the Pacific Ocean through the Oxnard and Mugu aquifers and increased saltwater intrusion has occurred as a result persistent drought, rising sea levels, and as a result of human interventions such as damming rivers or diverting freshwater. As a result, sulfate and chloride concentrations can reach levels which can effect coastal freshwater wetlands and physiologically stress microorganisms, plants, animals, and alter metabolic pathways, rates of activity, distribution and abundance (Joye Research Group 2013). Currently, the UWCD diverts water from the Santa Clara River at the Freeman Diversion to recharges groundwater supplies. The City's water system supply relies on purchased groundwater from the UWCD as well as imported water from Calleguas Municipal Water District (CMWD) which receives water from the State Water Project. In 2010 the City estimated a 2010 baseline water demand of 25,675 acre-feet of water per year and an estimated savings of approximately 470 acre-feet of water per year as a result of Conservation and reduction programs (City of Oxnard 2011). Groundwater levels in Oxnard remain critically low, and given that the existing water meters are unable to capture flow rates below two gallons per minute the project would result in access to data that could identify new opportunities for water conservation and potentially increase instream flows to help recharge groundwater aquifers could potentially reduce diversions.

STAKEHOLDERS

The City prioritizes water conservation efforts pursuant to the Urban Water Management Plan, the City of Oxnard General Plan, and through partnerships with organizations dedicated to water conservation and environmental sustainability.

Stakeholders include City Departments, policy makers, a variety of organizations, business, utility companies and local residents which would benefit from having access to reliable, accurate meter data. Specifically, Watersheds Coalition of Ventura County (WCVC), UWCD, CMWD, Fox Canyon Groundwater Management Agency (FCGMA), and the Water Education Foundation all play an important role in maintaining the long-term sustainability of Oxnard's water supply and in supporting the City's achievement of local and State issued conservation mandates and increased water efficiency standards. For example,

- The WCVF has worked in partnership with the City to develop an Integrated Regional Water Management Program, with which data generated from this project would naturally feed into.
- The WCVF has also issued a letter of support for this project and is included in this application.
- The UWCD is crucial to maintaining the long-term ecological health of the Santa Clara River, its tributaries and associated aquifers.
- UWCD is able to recharge area aquifers with approximately 100,000 acre feet of water in an average year (UWCD).
- The Advanced Water Purification Facility utilizes treated recycled waste water as a demonstration project for a coastal wetland restoration project, resulting in ecological benefits for wetland communities.
- CMWD supports the City in complying with Resolution No. 1845 to reduce water use by 20% by adopting a water shortage contingency plan for a Stage 3 Storage.

In addition to the above mentioned, the CMWD urges residents to implement water saving measures such as low flow fixtures and other water saving devices, however as previously discussed, the flow rates associated with these devices are below two gallons per minute, therefore are not measured by the existing meters. This project would enable the City and CMWD to assess the effectiveness of implementing municipal and agricultural water efficiency technologies. Better water accounting would result in more efficient resource management and could identify opportunities to reduce water loss due to leaks, over allocation, or data reporting inaccuracies and contribute to ecosystem health and aquifer sustainability.

Farmers are also considered stakeholders, and represent one of the largest portions of Oxnard's workforce, with the agriculture sector hosting 21% (11,605) private sector jobs (City of Oxnard General Plan 2011). As discussed, many farmers are doing their part to upgrade to water efficient irrigation technologies, but their efforts are inaccurately measured, due to their low- or ultra-low flow rates. Replacing two antiquated agricultural water meters with the new water meters would provide the City with a 98% more accurate account for the volume of water utilized for agricultural land uses.

The Water Education Foundation provides the public with educational information regarding the state of California's water resources, including Oxnard's water supply and alignment with the California Water Plan and the California Water Action Plan for integrated water management (Water Education Foundation 2015). As the City gains more accurate water use information and can more effectively manage the City's conservation,

PROJECT IMPACTS

The City of Oxnard Urban Water Management Plan identifies annual water losses due to leaks or ruptures in the distribution network, system flushing, cleaning, and pump pressure relief at the wells. These losses could be better monitored, minimized, avoided, and prevented with more precise meter data. The proposed meter replacement pilot project and water audit would help address these concerns by replacing approximately 455 existing meters. The water audit would quantify the specific impacts of the project by comparing sample data sets existing and replacement meters that have the ability to measure low- or ultra-low flow rates.

The project will address Oxnard's ability to effectively manage the City's water supply and comply with state and local conservation plans in two main ways. First, the physical replacement of inaccurate or failed water meters with new, more precise meters will provide the technology to pilot a new system for measuring water use associated with a sample of 455 meters. Secondly, the water audit component of the project would provide a means to understand the effectiveness of the new meters, and provide a

new data set to compare to the baseline water use. As an additional benefit, the City will be able to assess the effects the community's water use and conservation efforts are having on state and local conservation mandates. Data from the project would be given to decision makers who would vote to fund the replacement of the City's entire system, which would cost millions of dollars. Fox Canyon Groundwater Management Agency has the authority to act as a Groundwater Sustainability Agency (pursuant to AB 1793, SB 1168, SB 1368, and SB 1369) and is also coordinating with various vendors to discuss the possible implementation of Advanced Metering Infrastructure (AMI) meters on all active and inactive wells within the FCGMA. The partnership between the City and FCGMA would further ensure that water resources are effectively managed and that water meter data is accurately reflecting actual use rates.

Data collected during the water audit would further confirm the actual volumes of water that are typically consumed, and identify priority areas for increased efficiency and conservation. Accurate water use accounting would legitimize the conservation efforts initiated by all stakeholders by providing accurate data to monitor progress and measure the impacts of their actions while improving efficiency and accuracy of utility operations.

The conserved water is expected to increase the local water sustainability by identifying and eliminating sources of excess or unnecessary water loss attributed to leaks and failed water meters and retaining such water currently lost or unaccounted for by the antiquated meter system. The General Plan currently identifies losses amounting to 3,120 acre feet of potable water per year. Although as previously discussed, these losses may be even greater due to unreliable data from the existing meter's inability to measure low- or ultra-low flow water use rates. Water resources recovered as a result of the project would remain available in the water system and help alleviate water supply shortages by contributing to the replenishment of the groundwater table and preventing saltwater intrusion.

Sustainability and Environmental Justice are deeply intertwined, especially regarding a community's equitable access to potable water. Disadvantaged communities frequently bear a disproportionately greater burden as a result of income, race, and gender inequality in addition to health, environmental, economic, or other burdens embedded in a changing climate, such as rising food and utility prices. The project would conserve water within a community that is considered disadvantaged (DAC), according to the Department of Water Resources Disadvantaged Communities Mapping Tool, there are several disadvantaged and severely disadvantaged communities within the Oxnard city limits. Drought conditions further exasperate hardships already endured by DACs, by driving up the cost of living by increasing the price and demand for potable water, food, and electricity, which are all interrelated. Ventura County's Disadvantaged Community Involvement Program Survey results identified Oxnard's community needs to include improving potable water supply, drinking water quality, and a need to improve the quality of small water systems (County of Ventura 2016). Any reduction in demand for potable water or increase in supply would reduce the pressure and burden placed on DACs. In addition, acquiring new water meters would result in a means to precisely determine consumption rates and corresponding billing rates, therefore ensuring equitable billing rates and reducing the opportunity for unintentionally overcharging a DAC for their water bill.

Considering that any water conserved as a result of the project would remain available in the water system, opposed to being usurped by leaks and losses due to antiquated meters, the project could potentially reduce diversions and help alleviate water supply shortages due to the drought and climate variation. If less water was diverted from the Santa Clara River, as a result of the project, additional environmental benefits may also include an increase in instream flows which would benefit coastal wetland communities, boost ecosystem services, and reduce the risk of saltwater intrusion. Water loss equals to water that can't be used for the greater good someplace else. The Oxnard General Plan Background Report states that in 2005 the City had approximately 26,873.2 acres of total open space, representing nearly 59% of the City's total land use allocation. These open spaces serve a range of uses including habitat space for biological communities. Sensitive habitats include wetlands, and riparian

areas in both the coastal zone as well as along the Santa Clara River. Specifically, goals such as ER-1 through ER-5 in the General Plan pertain to protecting, restoring, and enhancing water resources, related habitats, associated plant and wildlife species, and effectively managing water supply and treatment capacities. The project would align with the goals in the general plan by enabling the City to actively query the meters to quickly identify leaks, malfunctions, or water waste, and reallocate those resources, as an increase in supply to alleviate the effects of the drought on wildlife.

In addition, the project would result in greenhouse gas (GHG) emissions reductions through the water-energy-nexus through the reduced pumping required to transport the water that is currently being lost through leaks, wasted through over allocation, or unaccounted for by the antiquated meters. The EPA estimates that producing potable water and treating waste water accounts for approximately 30-40% of many municipal government's total energy consumed (U.S. EPA 2016). According to the City of Oxnard's Energy Action Plan, "City Government's top two electricity consuming facilities are the Wastewater Treatment Plant and the Water Yard, which together consume more than twice as much electricity as the next eight facilities combined" (City of Oxnard Energy Action Plan 2013). These two sources alone consumed approximately 14,958,804 kWh of electricity in 2012, amounting to roughly 6,695 metric tons of CO₂e which is equivalent to 16,046,057 miles driven by an average passenger vehicle or 1,414 passenger vehicles driven for one year (U.S. EPA Greenhouse Gas Equivalencies Calculator 2016). Therefore, if water waste due to leaks or over allocation were identified and corrected, the resulting energy savings and GHG reductions would help the City contribute to the achievement of state GHG reduction goals such as AB 32 and SB 32. The project could also reduce vehicle miles traveled (VMT) by replacing the need for staff to physically read individual meters to obtain billing information because the meters could be queried rather than requiring staff to manually read and enter billing information manually.

Overall, the project would contribute to the reduction of water waste, increase water use efficiency, recharge groundwater aquifers, support ecosystem health, reduce GHG emission and electricity, and initiate better water resource management and accounting within the City of Oxnard and among social justice stakeholders. Water audit data would ensure that the City is able to identify precisely the quantities of water utilized and reassess the success or failure of long-term water management plans or programs to comply with state issued water conservation goals.

Energy-Water Nexus

The proposed project would impact the energy-water nexus through water savings achieved by upgrading existing meters to models which are more accurate and thereby allowing for better understanding of water use and loss in the City. These reductions will allow for reduced pumping, conveyance and distribution of potable water.

"Water and energy are resources that are reciprocally and mutually linked, because meeting energy needs requires water, often in large quantities, for mining, fuel production, hydropower, and power plant cooling, and energy is needed for pumping, treatment, and distribution of water and for collection, treatment, and discharge of wastewater" (Federation of American Scientists 2014).

Completion of the project would allow the Oxnard Water District to accurately meter and monitor their system. Currently, some of the existing water meters have been determined to be inaccurate or non-functional. This has resulted in inaccurate water tracking and the possibility to incorrectly bill water users. Additionally, it is currently nearly impossible to detect minor leaks in the system because the flow rates may be smaller than what the meter is capable of detecting. By replacing the existing meters with the updated, ultrasonic or magnetic water meters that detect much smaller water flows, the City would be able to accurately detect and pinpoint leaks in the system. The updated meters would also allow the City to accurately bill each meter account, and thereby reduce water consumption through pricing signals. Ultimately, decreased water use would result in decreased energy use to pump and transport the

water, which would result in decreased greenhouse gas emissions. Table 2 shows the water use in 2015 by source and the estimated emissions associated with it in metric tons of carbon dioxide equivalent (CO₂e).

Table 2 City of Oxnard Water Uses 2015

Water Source	Volume Acre Feet	Million Gallons
Groundwater	7,110	1,991.6
Purchased Water (UWCD)	7,344	2,057.1
Purchased Water (CMWD)	10,612	2,972.5
Total	25,066	7,021.3

Source: UMWP 2015

The City of Oxnard receives approximately 58 percent of its water from locally pumped groundwater sources. The remaining water is purchased through the State Water Project. These sources of water have very different emissions associated with them. Tables 3 and 4 outline the emissions associated with each water source. This data was estimated using the California Community-Wide Greenhouse Gas Baseline Inventory Protocol methodologies. The energy factors for groundwater are shown in Table 3, and are based on the average depths of groundwater wells operated by United Water District, who provide approximately 29% of water consumed by the City of Oxnard. An energy factor is the amount of energy that it takes to provide one million gallons of potable water. The depth of these wells was used as an average to estimate the depth of the City of Oxnard wells in the area.

Table 3 Energy Factor for Groundwater with Losses

Source	Quantity	
Groundwater	4	kWh/MG/foot
Groundwater Well Average Feet (United)	231	feet
Groundwater Energy Factor	1,033	kWh/MG
Local Conveyance	120	kWh/MG
Treatment	100	kWh/MG
Distribution	1,200	kWh/MG
Subtotal	2,453	kWh/MG
Wastewater Treatment w/ Activated Sludge	1,322	kWh/MG
Total Energy Factor	3,775	kWh/MG

Source: CalEPA 2011

As shown in Table 3, the energy factor for groundwater would be approximately 3,775 kWh/MG based on an average of the depth of the existing wells. The energy factors for the imported State Water Project water are shown in Table 4, based on the average depths of groundwater wells. State Water Project Water has a significantly higher factor due to the vast distances and elevations over which the water needs to be pumped. This water carries an energy factor of 10,947 kWh/MG.

Table 4 Energy Factor for Groundwater with Losses

Source	Quantity
Surface Water	0 kWh/MG
State Water Project LA Basin Conveyance	8,325 kWh/MG
Treatment	100 kWh/MG
Distribution	1,200 kWh/MG
Subtotal	9,625 kWh/MG
Wastewater Treatment w/ Activated Sludge	1,322 kWh/MG
Total Global Warming Energy Factor	10,947 kWh/MG

Source: CalEPA 2011

As shown in Table 5, water use generated an estimated 12,434.1 metric tons (MT) of CO₂e in 2015 based on the Southern California Edison emission factor for electricity (0.00026 MT CO₂e/kWh) (SCE), the energy factors listed above, and the total potable water supplied by the City of Oxnard. Based on these estimates, each million gallons of water saved by this project would reduce GHG emissions by 1.77 Metric Tons of CO₂e. This value represents the average emissions from each MG of water provided by the City (12,434 MT CO₂e/7,021 MG).

Table 5 Energy Water Nexus

Source	Volume (MG)	Energy Factor (kWh/MG)	kWh	Emission Factor (MT CO ₂ e/kWh)	MT CO ₂ e	MT CO ₂ e/MG
Groundwater	1,991.6	3,775	7,517,821	0.00026	1,955	-
Purchased Water (UWCD)	2,057.1	3,775	7,765,243	0.00026	2,019	-
Purchased Water (CMWD)	2,972.5	10,947	32,540,494	0.00026	8,461	-
Total	7,021.3	-	47,823,557	0.00026	12,434	1.77

Source: UMWP 2015

Furthermore, the project would result in a reduction of vehicle miles traveled that would be attributed to adequate, working meters in the system. Currently, meter readers have to drive to certain meters to confirm their accuracy and record meter readings manually in some cases. The proposed project would reduce the need to drive and manually check meter readings, which would instead be sent to through the existing system and read monthly, or more frequently, as needed, remotely.

Addressing Adaptation Strategies in a WaterSMART Basin Study

There is no completed Basin Study for the project area. However, as outlined in the Sacramento and San Joaquin Basins Study Technical Report, the general approach to developing adaptation strategies is to solicit input, organize actions, develop water management actions, characterize actions, and develop adaptation portfolios. The general adaptation strategies include: increase water supply, reduce water demand, improve operational efficiency, improve resource stewardship, improve institutional flexibility, and improve data and management. These strategies are then crafted into specific management actions and adaptation profiles specific to the Basin.

Expediting Future On-Farm Irrigation Improvements

Completion of the proposed project could ultimately provide information that would allow the City to improve water conservation, efficiency, and utilization across all of the City's agricultural uses, which total 24,539.7 acres. The greatest on-farm improvements that can be made as a result of this project would include increased water conservation and reduced water waste from inaccurate water meters. Agriculture is an important component of life in the City of Oxnard, with agricultural land consuming over

50% of the City. Specifically, the Oxnard-Camarillo Greenbelt and the Oxnard-Ventura Greenbelt largely define the City's north, east, and western boundaries. These areas are intended for long-term agricultural use and generally cannot convert to urban development without voter approval. Utilizing an upgraded, accurate water meter to understand water use on agricultural lands would allow the City to properly track and manage agricultural-associated water use. Additionally, knowing specific water needs would allow the City to continue to move towards supplementing potable water with recycled water for irrigation. Currently, some farmers within the City receive recycled water, which is among one of the efforts currently undertaken by the City and the farmers to reduce water use.

As part of the pilot project proposed, two agricultural meters would be replaced. The new, 10 inch diameter irrigation meters would replace existing meters that have a 6-5,500 gallons per minute flow. The City would track the water use for one year prior to replacement, and the first year after replacement for these two locations and two similar locations and compare the water use after completion of the meter replacement component of the project through the water audit. The proposed project would help to expedite future on-farm water conservation efforts by quantifying the water saved and implementing similar programs across all agricultural fields as available. In total, two farms would participate in the meter replacement program pilot project, which could be extended to additional farmers and agricultural land after completion of the water audit analysis. This project would complement the existing GREAT Program, which is a Resource funded project, by establishing an understanding of existing agricultural water use, which could be supplemented by recycled water from the GREAT Program instead of using the City's potable water resources. Accurate data can be used in conjunction with the recycled water project to allow for appropriate pricing to match up and allocate the best water sources for the best uses.

Implementation and Results

It is the stated goal of the City of Oxnard to deliver a reliable and high quality water supply for its customers, even during dry periods (City of Oxnard 2015). To achieve this goal, Oxnard has participated in various projects and approved a number of planning documents to guide the City towards long-term water sustainability. For example, the City has an Urban Water Management Plan (UWMP), which is updated every five years. The most recent version was certified in July 2016 and includes data from 2015. The UWMP was prepared in compliance with the Water Conservation Act of 2009, also known as SBX 7-7, under the authorization of the City of Oxnard. According to the UWMP, maintaining a reliable and safe drinking water supply is a significant effort for Oxnard which requires continual planning and upkeep as the resources and technologies available to Oxnard change (City of Oxnard 2015). Changing technologies include upgrades to the existing water system, such as meters that provide more accurate information in real-time.

In addition, the City certified a General Plan in 2011 that outlines goals and policies that would be accomplished or furthered by completion of the project. The project would align with the following goals and policies outlined in the General Plan (City of Oxnard 2011):

- **Goal ICS-11:** Water supply, quality, distribution, and storage adequate for existing and future development.
 - **Policy ICS-11.1 Regional Water Quality Management Plans:** Support the countywide Water Quality Management Plan, the Sea Water Intrusion Abatement Program, wastewater reclamation, water conservation programs, and regional coordination.
 - **Policy ICS-11.4 Potable and Recycled Water Distribution Systems:** Continue upgrading the potable and recycled water transmission and distribution systems in a timely manner to meet anticipated demand and to implement the GREAT Program.

- **Policy ICS-11.5 Sustainability of Groundwater Supply:** Support the policies of the Fox Canyon Groundwater Management Agency to protect, enhance, and replenish the aquifers underlying the Oxnard Plain.
 - **Policy ICS-11.9 Groundwater Extractions:** Continue to adhere to the recommendations of the Ventura County Regional Water Quality Planning Program regarding groundwater quality and extractions.
- **Goal ISC-7:** Effective Transportation Demand Management programs that help achieve air quality goals and minimize congestion.
 - **Policy ISC-7 Reduce Single-Occupancy Automobile Dependency:** Reduce single-occupancy automobile use and increase the use of alternative forms of transportation as a means of reducing energy consumption and vehicle emissions.

The project would align with the goals of ICS-11 and association policies by reducing water use and ultimately water waste through the replacement of antiquated meters. Goal ISC-7 and the applicable policy would be met through the reduction of vehicle miles traveled that would result from installation of the upgraded meters that would automatically send updates to the existing system. This could reduce VMT by approximately 90% because meter readers would not need to physically drive by and check each meter on a regular basis. Instead, of a physical reading meters, meter readers would only drive to reprogram and replace meter as necessary.

FCGMA has jurisdiction over the United Water Conservation District water resources and issues ordinances that affect United Water Conservation District and in turn, limit the amount of groundwater available to Oxnard. The FCGMA is currently drafting a Sustainable Groundwater Management Plan (GSP) which will specify measures to ensure that the basin operates within its sustainable yield, and explain how the goal will be achieved in 20 years, with a 50-year planning and implementation horizon.

1.5 Additional Non-Federal Funding

Per the directions included in the grant application, the following equation was used to calculate the non-Federal funding provided:

$$\frac{\text{Non – Federal Funding}}{\text{Total Project Cost}}$$

The applicable equation is shown below:

$$\left(\frac{\$191,972.10}{\$376,415.87} \right) \times 100 = 51\%$$

Based on the equation above, the City of Oxnard would contribute 51% to the proposed project.

1.6 Connection to Reclamation Project Activities

The project has connections to the City of Oxnard Advanced Water Purification Facility (AWPF) that recycles water and then reuses the recycled water to irrigate agriculture and landscape, as well as replenish groundwater. This reclamation project allows for the water used for irrigation to be transported from the AWPF back to end users via the Recycled Water Backbone system, which is an abandoned pipeline that was retrofit as part of the GREAT Program which is another project that was funded with assistance from Reclamation. The currently proposed project would not be located on Reclamation project lands or involve Reclamation facilities. However, the project would be completed in

the Santa Clara River Valley Groundwater Basin, Oxnard Subbasin where the GREAT system was installed and is currently operational. Additionally, if residents are able to track their water usage, they may be incentivized to reduce their water use, which could reduce the amount of wastewater generated annually and treated by the wastewater treatment plant that was installed as part of the GREAT Program. Additionally, the project would not deter Reclamation from meeting trust responsibilities to Tribes.

1.7 Performance Measures

The water audit would be used to quantify the actual project benefits, which are defined as the water actually conserved as a direct result of the project, once it is completed.

Completion of a water audit is an excellent way to understand water losses and devise and implement future strategies that result in the following improvements: water resources management—by reducing water waste, thereby maximizing the value of existing sources and reducing the need for new sources; financial performance—by optimizing revenue recovery, improving ratepayer equity, reducing wasteful operating expenses, and reducing the need for costly capital expansion; and operational performance—by improving understanding of the distribution system, reducing service disruptions, and generating reliable performance data. Additionally, the AWWA states that the benefits above can improve relations with the public—both ratepayers and members of the financial community, such as rating agencies. In sum, a water audit and the management of water losses can facilitate a broader adoption of more goal-oriented, metric-driven, financially-sensible, and publicly-accountable practices.

The water audit would include pre-project water data as a baseline. Using the existing meters currently in place, the City would estimate the current use based on one year of baseline data and then collect post-project data from the meters that were replaced as well as utilize a control group of a similar size sample set to compare the post- and pre-project water consumption data. The audit would include both the residential and the agricultural meters that would be replaced as part of the project. The data would allow for more quantification of water that is currently going unmetered either due to leaks, ultra-low fixtures, or inoperable meters and would provide for a clear picture of the condition of the City's water metering system. Additionally, as mentioned, after the data sets are collected and compared, the City would have more accurate information to assess the effectiveness of the City's conservation efforts, and identify areas to improve conservation, prevent leaks, and more effectively manage the City's water resources to extrapolate water loss estimates across the City and use the data to inform policy makers regarding a full system replacement.

2 Environmental and Cultural Resources Compliance

The probable environmental and cultural resources impacts and costs associated with this project, focusing on the National Environmental Policy Act (NEPA), Endangered Species Act (ESA), and National Historic Preservation Act (NHPA) requirements, are discussed below.

2.1 Surrounding Environment

The proposed project would decrease wasted water by replacing antiquated meters with state-of-the-art ultrasonic meters. Increased accuracy and significantly more sensitive and accurate meters would result in quicker leak detection and accurate potable water measurement, which would ultimately provide data that would lead to the development of drought resiliency measures that would reduce water use and specifically water waste in the City. The reduction in wasted water would increase the available water quantity, resulting in measureable water savings, which would be estimated by the water audit. Additionally, this project could also result in savings associated with reduced wastewater treatment attributed with the potential reduction in leaks that go through the system currently undetected. Completion of the project would not require earth-disturbing work because the meters would replace existing units and no additional pipeline work is proposed as part of the project. Completion of the water audit portion of the project would not require any construction, but would use the data collected by specific sets of meters and compare the results to understand the implications of the project and potentially expand the replacement program to the remaining meters within the service area.

2.2 Endangered Species

Although there are species listed or proposed to be listed as a Federal threatened or endangered species, or designated critical habitat in the City of Oxnard, the meters would be installed in connection with existing development that is already disturbed and does not support species listed or proposed to be listed as a Federal threatened or endangered species, or designated critical habitat. Therefore, these species would not be affected by any activities associated with the proposed project.

2.3 Clean Water Act

The Santa Clara River runs directly adjacent to the north of the City of Oxnard and is protected under the Clean Water Act (CWA). Additionally, there are jurisdictional wetlands that are located along the coastal portions of the City of Oxnard. However, no Waters of the United States covered under the CWA would be impacted because the project would include installation of water meters at existing residential and agricultural uses and would not encroach upon or impact water covered under the CWA. Therefore, there are no impacts expected to any wetlands or other surface waters that fall under the CWA.

2.4 Existing Water Delivery System

The City of Oxnard's water system was constructed in over the last hundred years, with the most recent, major capital improvements completed to the potable water system in the 1960's. The City currently has

a Sensus-based Automated Meter Reading (AMR) system. Most of the meters were installed between 2002 and 2008 but are experiencing increased failures throughout the system. Additionally, the existing meters are not sensitive enough to read water used by common low- or ultra-low flow fixtures. In addition to the main potable water system, the GREAT Program was completed in 2011 and provides recycled water through a previously abandoned pipe to irrigate farms and landscape. After completion of the meter replacement project to understand the actual water use in the community, the City would pursue additional solutions related to conveying recycled water to a variety of users.

2.5 Irrigation System

The proposed project would not result in any modification of or effects to, individual features of an irrigation system, including, but not limited to headgates, canals, or flumes. No impacts to the irrigation system would occur.

2.6 National Register of Historic Places

Within the City of Oxnard, the Oxnard Public Library and Henry T. Oxnard Historic District are listed on the National Register of Historical Places. These sites already have existing water meters and no meters would be installed on at any of site that is currently included on the National Register of Historical Places as part of the proposed project. No impacts to locations listed on the National Register of Historical Places would occur.

2.7 Archeological Sites

There are likely archeological sites in the proposed project area. However, because the project would include replacement of existing water meters with upgraded state-of-the-art water meters, which would not require ground disturbing activities, there would likely not be an impact to any archeological sites. Additionally, all vehicles completing the meter replacement would park and stage on existing, paved roads. No impact to archeological sites would occur.

2.8 Disadvantaged Communities

The proposed project would not have a disproportionately high and adverse effect on low income or minority populations. The project would replace approximately 455 existing, outdated water meters within the City of Oxnard. According to the California Environmental Protection Agency (CalEPA) the southeast portion of the City of Oxnard is considered a disadvantaged community (DAC) for the purposes of SB 535, California Global Warming Solutions Act of 2006: Greenhouse Gas Reduction Fund. Replacement of the meters would provide a means to estimate actual water usage within a DAC, and accurate billing information. In addition to accurate water use data and correct billing rates, there are opportunities for this project to result in more effective water management policies, an increase in local water supplies, a decrease in VMT and GHG emissions, and improved ecosystem services. Therefore, the project would not have a disproportionately high and adverse effect on low income or minority populations and instead may have a benefit on a low income or minority populations.

2.9 Tribal Lands

Replacement of antiquated water meters and completion of a water audit would not limit access to and ceremonial use of Indian sacred sites or result in other impacts on tribal lands. No impact to tribal lands would occur.

2.10 Noxious Weeds or Non-native Invasive Species

The project would not contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area. There would be no impacts related to noxious weeds or non-native invasive species.

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3 Project Budget

The project budget includes a funding plan, budget proposal, and a budget narrative, as outlined and discussed below.

3.1 Funding Plan

The City of Oxnard would provide the non-Federal share of the project costs through available City funding. The City commits to provide \$191,972.10 worth of funding for the project, based on the requirement to commit a minimum of 50% and the desire to commit a greater percentage. The funds are available as of January 2017, which would coincide with the funding availability of the project from Resource. There would be no constraints on the availability of the funds, which would be contributed as monetary and in-kind contributions. The monetary contributions would include funding available from the Water Fund (reference code 601), which currently includes specific funding that has been set aside for meter replacement and the in-kind services would include Mr. Castro's time managing the meter installation and facilitating the data collection components of the grant. Table 5 summarizes the funding sources. In-kind contributions are denoted with an asterisk (*). In addition to the in-kind contribution, the non-federal funding would also include fringe benefits and a portion of the installation, equipment, grant assistance, water audit, and meters. There would be no costs associated with the project that would be incurred before the anticipated start date of the project.

Table 5 Summary of Non-Federal and Federal Funding Sources

Funding Sources	Amount
Monetary	\$175,402.74
In-kind*	\$16,569.36
Non-Federal Subtotal	\$191,972.10
Requested Reclamation Funding	\$184,443.78

3.2 Budget Proposal

Table 6 shows the budget proposal, which includes detailed information on salaries and wages, equipment, materials and supplies, fringe benefits, and contractual costs. Unit costs are provided for all budget items including the cost of work to be provided by contractors. The budget proposal also includes in-kind contributions of goods and services provided to complete the project.

Table 6 Budget Proposal

Budget Item Description	Computation		Quantity Type	Total Cost
	\$/Unit	Quantity		
Salaries and Wages				
Omar Castro, Water Division Manager	\$76.71/hr	216	Hours	\$16,569.36
Equipment				
Miscellaneous Equipment	\$255/meter	455	Meters	\$116,025.00
Materials and Supplies				
¾ inch Water Meter (Residential)	\$187/meter	453	Meters	\$91,064.33
6 inch Water Meter (Agricultural)	\$8,465/meter	2	Meters	\$18,199.75
Fringe Benefits				
Omar Castro, Water Division Manager		41% of S&W	Unit	\$6,793.44
Contractual				
Grant Assistance	\$20,000.00	1	Unit	\$20,000.00
Water Audit	\$40,000.00	1	Unit	\$40,000.00
Meter Installation	\$96,500.24	1	Unit	\$45,500.00
Meter Testing	\$20,824.00	1	Unit	\$22,264.00
Total Direct Costs				\$376,415.87
Total Estimated Project Costs				\$376,415.87
Note: Materials include applicable State of California sales tax, which is currently 7.5% in Ventura County.				
The project would not require funding for travel, environmental or regulatory compliance , indirect costs, or other expenses.				

3.3 Budget Narrative

Salaries and Wages

The program would be managed by Omar Castro, Water Division Manager with the City of Oxnard. It is estimated that his total salary would total approximately \$16,569.36, based on the rate of compensation (\$76.71/hr) and the amount of time (214 hours) required by Mr. Castro to complete the project. It is estimated that Mr. Castro would spend approximately three hours on this project every week for the duration of the project. These rates are direct labor rates, and separate from fringe costs, which are discussed in more detail below.

Fringe Benefits

Fringe benefits associated with the proposed project would include health benefits and retirement. These rates were calculated based on the standard costs for personnel benefits and would be used exclusively application purposes only. In total, the fringe benefits are expected to cost 41% of Mr. Castro's total salary associated with completion of the project, or approximately \$6,793.44.

Travel

There would be no travel required to complete the project. The project would be overseen internally by Omar Castro, Water Division Manager, who works within the City of Oxnard.

Equipment

Equipment estimates include miscellaneous equipment that would be required for each meter installation. It is estimated that each meter would require additional miscellaneous equipment to complete the installation, which would cost approximately \$255.00 per meter. Based on these estimates, it is predicted that the equipment component of the project would cost approximately \$116,025.00.

Materials and Supplies

Materials and supplies exclusively include the residential and agricultural water meters. Considering there are going to be 453 residential and two agricultural water meters replaced, those totals were multiplied by the estimated cost of each meter type to quantify the total materials and supplies cost. Based on conversations with Sensus, a ¾ inch water meter that would replace the existing unit costs approximately \$187 per meter and the 6 inch water meters cost approximately \$8,465 per meter. In total, the residential meters would cost approximately \$91,064.33 and the agricultural meters would cost approximately \$18,199.75, for an estimated total of approximately \$109,264.08. The meters also include applicable California state sales tax, which is currently 7.5% in Ventura County.

Contractual

The water audit component of the project would be completed by an environmental consulting firm that specializes in completion of environmental and sustainability audits. Completion of the water audit would take approximately three months, cost \$40,000, and use baseline data from the existing meters to compare with data from the replacement meters to quantify the water savings associated with the project. The water audit would also include data from flow tests completed for approximately 10% of the meters, which would cost approximately \$22,264.00. The agricultural meters would be tested at 900, 500, and 250 gallon per minute and the residential meters would be tested at 25, 3, and 0.5 gallons per minute to determine the discrepancy between the actual flow and the reported flow for a sample set of the meters. In addition, an environmental consulting firm would also provide grant assistance and oversight, which would cost approximately \$20,000. Grant assistance and oversight would include helping the grant program manager, Mr. Castro, facilitate the various steps of the grant, such as reporting and general day to day operations. The City would also contract with a meter installation company to complete the meter installation component of the project. The meter installation component would take approximately three months and cost approximately \$45,500. In total, the contractual costs would total approximately \$127,764.00, as summarized above and in Table 6.

Environmental and Regulatory Costs

There would be no environmental compliance costs associated with the project.

Other Expenses

There would be no other expenses associated with the project.

Indirect Costs

There would be no indirect costs associated with the project.

Total Costs

The total cost of the project is approximately \$376,415.87, which would be completed with \$191,972.10 worth of internal funding and \$184,443.78 worth of Federal funding.

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Appendix A

Letters of Support

THOMAS L. SLOSSON, PRESIDENT
DIVISION 1

ANDRES SANTAMARIA, VICE PRESIDENT
DIVISION 4

ANDY WATERS, SECRETARY
DIVISION 3

SCOTT H. QUADY, TREASURER
DIVISION 2

STEVE BLOIS, DIRECTOR
DIVISION 5

SUSAN B. MULLIGAN
GENERAL MANAGER



web site: www.calleguas.com

2100 OLSEN ROAD • THOUSAND OAKS, CALIFORNIA 91360-6800 805/526-9323 • FAX: 805/522-5730

January 17, 2017

Attn: Rupal Shah
Bureau of Reclamation
Denver Federal Center
Bldg. 67, Rm. 152
6th Avenue and Kipling Street
Denver, Colorado 80225

RE: Support for City of Oxnard Water Audit and Meter Replacement Grant Project

To Rupal Shah,

On behalf of Calleguas Municipal Water District (Calleguas), I am writing to support the City of Oxnard (City) in the pursuit of grant funding for a Water Audit and Water Meter Replacement project.

Calleguas recognizes the need for highly efficient and accurate water meters within the City as a means to respond to California's historic drought, and actively monitor the City's water use and conservation efforts. We understand that the City is currently unable to accurately monitor how much water is consumed and discharged, due to the lack of efficient, functional water meters.

Given current drought conditions, the City needs to be able to accurately enforce State and locally mandated conservation measures, respond to persistent drought conditions, and the threats of a changing climate. To do this, the City must be able to effectively measure and monitor the City's water consumption rates. Conducting a water audit and replacing antiquated water meters will enable the City to respond to the drought, comply with state and local conservation goals, efficiently measure the effectiveness of existing water conservation efforts, and provide residents with more accurate water use data.

We hope you will join us in supporting this project and the development of a more water-wise, efficient, and healthier City of Oxnard.

Sincerely,

A handwritten signature in blue ink that reads "Susan B. Mulligan". The signature is fluid and cursive, with the first name "Susan" being more prominent.

Susan B. Mulligan
General Manager



Stakeholders

General Purpose Agencies

City of Camarillo
City of Fillmore
City of Ojai
City of Oxnard
City of Port Hueneme
City of Moorpark
City of Santa Paula
City of Simi Valley
City of Thousand Oaks
City of Ventura
Ventura County Executive Office
Ventura County Public Works Agency
Ventura County Resource Management Agency

Water Suppliers/Wastewater Management/ Special Districts

Calleguas Municipal Water District
Camarillo Sanitary District
Camrosa Water District
Casitas Municipal Water District
Fillmore Irrigation Company
Fox Canyon Groundwater Management Agency
Golden State Water Company
Ojai Basin Groundwater Management Agency
Ojai Valley Sanitary District
Ojai Valley Water Conservation District
Pleasant Valley County Water District
Saticoy Sanitary District
Triunfo Sanitation District
United Water Conservation District
Ventura County Watershed Protection District
Ventura County Waterworks Districts
Ventura Regional Sanitation District
Zone Mutual Water Company

Business Organizations

Building Industry Association
Farm Bureau of Ventura County
Coalition of Labor, Agriculture and Business

Recreational and Open Space Entities

California Department of Parks and Recreation
Conejo Recreation and Park District
Pleasant Valley Recreation and Park District
Rancho Simi Recreation and Park District
Santa Monica Mountains Recreation & Conservation Authority

Regulatory Agencies

California Coastal Commission
California Department of Fish and Wildlife
Los Angeles Regional Water Quality Control Board
U.S. Army Corps of Engineers
U.S. Environmental Protection Agency
U.S. Fish and Wildlife Service

Other Agencies/Organizations

Association of Water Agencies of Ventura County
California Coastal Conservancy
California Department of Transportation
California Department of Water Resources
California Native Plant Society
California Trout
Environmental Defense Center
Friends of the Santa Clara River
Hansen Trust
Matilija Coalition
Natural Resources Conservation Service
Nature Conservancy
Ojai Valley Land Conservancy
Point Mugu Naval Base
Santa Monica Mountains Conservancy
Surfrider Foundation
Trust for Public Land
U.S. Forest Service
Ventura County Resource Conservation District
Ventura Hillside Conservancy
Wetlands Recovery Project

January 13, 2017

Attn: Rupal Shah
Bureau of Reclamation
Denver Federal Center
Bldg. 67, Rm. 152
6th Avenue and Kipling Street
Denver, Colorado 80225

RE: Support for City of Oxnard Water Audit and Meter Replacement Grant Project

To Rupal Shah:

On behalf of the Watersheds Coalition of Ventura County, I am writing to support the City of Oxnard's pursuit of grant funding for a Water Audit and Water Meter Replacement project. The City of Oxnard has been an active participant in our Integrated Regional Water Management Program, and this project is consistent with our program and planning goals.

Watersheds Coalition of Ventura County recognizes the need for highly efficient and accurate water meters within the City of Oxnard as a means to respond to California's historic drought and actively monitor the City's water use and conservation efforts.

We understand that Oxnard is currently unable to accurately monitor how much water is consumed and discharged due to the lack of efficient, functional water meters. Given the current California drought State of Emergency, the City needs to be able to accurately enforce State and locally mandated conservation measures, and respond to persistent drought conditions and the threats of a changing climate. To do this, Oxnard must be able to effectively measure and monitor the City's water consumption rates. Conducting a Water Audit and replacing antiquated water meters will enable the City to respond to the drought, comply with State and local conservation goals, efficiently measure the effectiveness of existing water conservation efforts, and provide residents with more accurate water use data.

The Watersheds Coalition of Ventura County is pleased to support the City of Oxnard's Water Audit and Meter Replacement Grant Project, which will help with the development of a more water wise, efficient, and healthier City. Should you have any questions, please feel free to contact me at (805) 654-3836.

Sincerely,

A handwritten signature in blue ink that reads "Sue Hughes".

Sue Hughes
Chair, Watersheds Coalition of Ventura County

Board of Directors
 Bruce E. Dandy, President
 Robert Eranio, Vice President
 Daniel C. Naumann, Secretary/Treasurer
 Sheldon G. Berger
 Lynn E. Maulhardt
 Edwin T. McFadden III
 Michael W. Mobley



UNITED WATER CONSERVATION DISTRICT
 "Conserving Water since 1927"

Legal Counsel
 Anthony H. Trembley

General Manager
 Mauricio E. Guardado, Jr.

January 17, 2017

Ms. Rupal Shah, Grants Management Specialist
 Bureau of Reclamation - Denver Federal Center
 6th Avenue and Kipling Street, Bldg. 67, Rm. 152
 Denver, Colorado 80225

RE: Support for City of Oxnard Water Audit and Meter Replacement Grant Project

Dear Ms. Shah:

On behalf of United Water Conservation District (United), I am writing to support the City of Oxnard (Oxnard) in the pursuit of grant funding for a Water Audit and Water Meter Replacement project.

United works closely with Oxnard to manage limited local water resources and to develop new water resources for the Oxnard area. United recognizes the need for highly efficient and accurate customer water meters within the City of Oxnard as an important tool to facilitate its management and conservation efforts in response to California's historic drought.

We understand that Oxnard is currently unable to accurately monitor how much water is consumed and discharged due to the lack of efficient, functional water meters for all of its customers. Given the current California drought State of Emergency, Oxnard needs to be able to accurately enforce State and locally mandated conservation measures, and respond to persistent drought conditions and the threats of a changing climate. To do this, Oxnard must be able to effectively measure and monitor the water consumption rates of its customers. Conducting a Water Audit and replacing antiquated water meters will enable Oxnard to respond to the drought, comply with State and local conservation goals, efficiently measure the effectiveness of existing water conservation efforts, and provide residents with more accurate water use data.

Therefore, United urges the Bureau of Reclamation to strongly consider funding Oxnard's proposed Water Audit and Meter Replacement project.

Sincerely,

Mauricio E. Guardado, Jr.
 General Manager

cc: City of Oxnard City Council
 UWCD's Board of Directors

Appendix B

Official Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING SUBMITTAL OF GRANT APPLICATION

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

WHEREAS, the Water Division of the Public Works Department has requested that City Council approve the submittal of an application to the United States Bureau of Reclamation (BOR) for up to \$184,443.78 in the WaterSMART: Water and Energy Efficiency Grant program grant funds to be used to replace approximately 455 water meters and conduct an associated water audit.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for the replacement of approximately 455 water meters and conducting an associated water audit. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Public Works Director or designee is authorized to submit non-financial reports.

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

AYES:

NOES:

ABSENT:

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
APPROVING AN APPLICATION FOR AND EXECUTION OF A COOPERATIVE
AGREEMENT WITH THE UNITED STATES BUREAU OF RECLAMATION

WHEREAS, the City of Oxnard has implemented stringent water savings measures, including the Oxnard Water Waste Ordinance; and

WHEREAS, the City of Oxnard's water distribution system currently utilizes antiquated water meters that don't permit full capture of water conservation data; and

WHEREAS, the United States Bureau of Reclamation (BOR) has released the Funding Opportunity Announcement for the WaterSMART: Water and Energy Efficiency Grant Program to fund water conservation projects; and

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

WHEREAS, the City Council is simultaneously approving Resolution No. ____, which is required under the City's procedures to submit grant applications; and

WHEREAS, the Public Works Department of the City of Oxnard has requested that City Council approve the submittal of a grant application to the BOR for the WaterSMART: Water and Energy Efficiency Grant Program funding.

NOW, THEREFORE, IT IS RESOLVED THAT:

1. The City Council of the City of Oxnard ("City") has reviewed and supports preparation and submittal of an application to the United States Bureau of Reclamation's WaterSMART: Water and Energy Efficiency Grant Program for a project to replace approximately 455 antiquated water meters and conduct an associated water audit, enabling the City to obtain and effectively monitor conservation efforts through the obtaining of accurate meter data.

2. If selected for a grant under the BOR's WaterSMART: Water and Energy Efficiency Grant Program to assist in the funding of the water meter and water audit project as proposed herein, the City will work with the BOR to meet established deadlines for entering into a grant or cooperative agreement.

3. The City of Oxnard has the capability to provide the amount of funding and in-kind contributions as specified in the funding plan.

4. The City Council hereby approves and authorizes the City Manager to commit the City of Oxnard to the financial and legal obligations associated with receipt of a financial assistance award under the BOR's WaterSMART: Water and Energy Efficiency Grant Program.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

The undersigned Mayor of the City of Oxnard here before named does hereby attest and certify that the forgoing is a true and full copy of a resolution of the City of Oxnard adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: February 14, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in dark ink, appearing to read "Greg Nyhoff".

FROM: Jim Throop
Chief Financial Officer

SUBJECT: Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2015-2016
(20/30/30)

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

RECOMMENDATION:

For the City Council to receive and file the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2016, as recommended by the Fiscal Policy Task Force.

BACKGROUND

The City published the Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2015-16 on February 6, 2017. A formal comprehensive presentation was made the Council Fiscal Policy Task Force on February 8, 2017. The Council Task Force has recommended acceptance of the CAFR.

The CAFR is a large and complex document designed to show the overall financial health of the City. It is important to realize that the City of Oxnard has more than 8,000 active accounts and 175 separate funds in its general ledger, in which tens of thousands of transactions are posted each year. The CAFR presents the account balances in a condensed format which complies with the reporting standards required by the Governmental Accounting Standards Board (GASB).

Two elements of the CAFR provide an overview of the report: The Letter of Transmittal, and Management's Discussion and Analysis (MD&A), which follows the Independent Auditor's

CAFR for Fiscal Year 2015-2016 (20/30/30)

February 14, 2017

Page 2

Opinion.

Audit Opinion: The independent auditor's report contains the auditor's opinion on whether the financial statements are fairly presented based on the results of their audit.

An unmodified opinion is issued when an auditor determines that each of the financial records provided by the city is free of any misrepresentations. In addition, an unmodified opinion indicates that the financial records have been maintained in accordance with the standards known as Generally Accepted Accounting Principles (GAAP).

In situations when a city's financial records have not been maintained in accordance with GAAP, but no misrepresentations are identified, an auditor will issue a "qualified" opinion. The writing of a qualified opinion is extremely similar to that of an unmodified opinion. A qualified opinion, however, will include an additional paragraph that highlights the reason why the audit report is qualified by the auditor.

For the fiscal year 2015-2016 audit, the auditors have issued a qualified opinion for CAFR presentations where capital assets are significant, especially for full accrual presentations in the government-wide and business type activities funds. As identified in the prior year audit, the need for improved system controls and better record keeping make it difficult to determine costs associated with capital projects and therefore the records are not auditable. The City will conduct a comprehensive evaluation of capital asset valuations and implementation into the accounting records by the end of June 2017, in order to alleviate this qualification for the fiscal year 2016-2017 CAFR. This qualified opinion only pertains to a small part of the CAFR, and has no impact on the reporting of the financial condition of the City.

In the General Fund, and other governmental funds that use modified accrual accounting, capital assets are not reported and therefore the auditor's opinion on those presentations is unmodified.

Next steps: The Single Audit report is a separate report focusing on state and federal grant awards received by the City during the fiscal year, and is anticipated to be completed in time for the March 8, 2017 Fiscal Policy Task Force meeting. That report will also contain a report on the City's internal controls, and updated management responses to the 111 findings identified in the fiscal year 2014-2015 Single Audit Report.

The teamwork required to produce this CAFR by the established deadline, with limited resources, was exemplary. The commitment exhibited in this effort results from the ongoing dedication of employees and consultants involved.

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

CAFR for Fiscal Year 2015-2016 (20/30/30)

February 14, 2017

Page 3

of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

FINANCIAL IMPACT

None. This action does not require an expenditure of funds.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: February 14, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in cursive script, likely belonging to Greg Nyhoff, the City Manager.

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Award Contract (A-7914) for UD14-02 Alley Reconstruction Project at Various Locations - Phase II to Granite Construction Company (10/10/10)

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That the City Council: 1) Approve a contract with Granite Construction Company in the amount of \$743,290 for the construction of the UD14-02 Alley Reconstruction at Various Locations; 2) Approve a budget appropriation in the amount of \$1,180 from federal Community Development Block Grant (CDBG) funding; 3) Approve a budget adjustment to reprogram \$164,224 from Project 775207 to Project 153102; and 4) Approve a budget appropriation of \$190,000 from the Street Maintenance Fund 105.

BACKGROUND

On April 26, 2016, the City Council approved project plans and specifications and authorized staff to solicit bids for Specification UD14-02 Alley Reconstruction at Various Locations – Phase II. This alley reconstruction project consists of removing the existing asphalt alleys in three locations and reconstructing them with concrete. The first two are the alley west of Dallas Drive from Berkshire Street to Billings Street and the alley west of Hamilton Avenue from Terrace Avenue to Yale Street in the Terrace Estates neighborhood. Terrace Estates is in a low-moderate income area meeting CDBG eligibility with a low-moderate income (LMI) percentage

Award Contract (A7941) for UD14-02 Alley Reconstruction Project (10/10/10)

February 14, 2017

Page 2

of 71.68%. The third alley in the project is the alley east of Norma Street, from approximately three hundred (300) feet south of Azalea Street to Carmen Way in the Windsor North River Ridge neighborhood. This alley is located within a low-moderate income housing area meeting CDBG eligibility with a LMI percentage of 57.63%.

The work includes: traffic control, preparing a storm water pollution prevention plan, removing and disposing asphalt concrete, subgrade, weeds, root, and debris, compacting subgrade and base, installing six (6) inch concrete pavement over six (6) inch aggregate base, and adjusting manholes, water valves and water meter covers to finished grade.

The first advertisement of the Notice to Request for Bids (RFB) on the project was on July 15, 2016, and all bids were due on August 24, 2016. The City received the bids listed below:

Granite Construction Company	\$ 743,290
Toro Enterprises, Inc.	\$ 850,800
All American Asphalt	\$1,011,420
Berry General Engineering	\$1,243,630
Hardy & Harper, Inc.	\$1,515,000

The lowest bidder is Granite Construction Company, and its bid is responsive to the City's RFB. Following this determination, procurement staff reviewed all documentation received from Granite Construction Company and its subcontractors. For the Contractor and all subcontractors, staff verified possession of required currently valid licenses, reviewed the Federal Occupational Safety and Health Administration (OSHA) website for safety violations, checked that all City business licenses are current, and verified registration with the State of California Department of Industrial Relations (DIR). The Contractor has worked on prior City projects and completed work in a satisfactory and responsible manner. Staff has no reason at this time to believe that the Contractor or any of its subcontractors are not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the project. Staff recommends that the City Council award the contract for this project to Granite Construction Company.

In addition to the construction contract, Staff requests \$190,000 to fund project inspection services, materials testing services, prevailing wage monitoring, staff time required to comply with federal funding requirements and project management.

STRATEGIC PRIORITY

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

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

Award Contract (A7941) for UD14-02 Alley Reconstruction Project (10/10/10)
February 14, 2017
Page 3

Objective 4b – Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

The Alley Reconstruction Phase II will be funded by Alleyway Reconstruction project 153102 with approved CDBG funding of \$577,886 from account 285-3130-826.86-05. This Project will be additionally funded by a budget appropriation of \$1,180 from CDBG funding and a budget adjustment to reprogram \$164,224 from Project 775207 to Project 153102.

An additional appropriation in the amount of \$190,000 from Street Maintenance Fund 105 (account 105-3015-826.82-08) would fund the inspection services, materials testing services, prevailing wage monitoring, staff time for compliance with CDBG funding requirements, and project management for Alley Reconstruction Phase II Project No. 153102. The current available cash balance on Street Maintenance Fund 105, less any encumbrances or restrictions, is \$6,684,974. The total cost for this project is estimated at \$931,886.

ATTACHMENTS:

Attachment A - Tabulation of Bids

Attachment B - Granite Construction Company Bid Package

Attachment C - OSHA, License, DIR information

Attachment D - Proof of Publication

Attachment E - Staff Report Approved to Bid

Attachment F - Budget Appropriation from CDBG Funding

Attachment G - Budget Adjustment to Reprogram from Project 775207 to Project 153102

Attachment H - Budget Appropriation from Streets

JD-14-02 - ALLEY RECONSTRUCTION AT VARIOUS LOCATIONS

Owner: City of Oxnard

Bid Opening: 08/24/16

				* marks an allowance		Granite Construction		Toro Enterprises, Inc.		A/E American Asphalt		Berry General Engineering, Inc.		Hardy & Harper, Inc.	
UD15-38-Orchard Park Neighborhood Street Reconstruction						585 West Beach Street Watsonville, CA 95076 US Bidder Status: Valid Comment: #1 -Low Bidder		2101 E Ventura Blvd Oxnard, CA 93036 US Bidder Status: Valid Comment: #2 -Low Bidder		400 E. Sixth Street Corona, CA 92878 US Bidder Status: Valid Comment: #3 -Low Bidder		350 W Lewis Street Ventura, CA 93002 US Bidder Status: Valid Comment: #4 -Low Bidder		1312 E. Warner Ave. Santa Ana, CA 92705 US Bidder Status: Valid Comment: #5 -Low Bidder	
Item #	Item Code	Item Description	Quantity	Unit of Measure		#1	#2	#3	#4	#5					
1	1001-3	MOBILIZATION - DEMOBILIZATION	1	LS		\$34,280.00	\$38,000.00	\$50,000.00	\$25,252.50	\$76,000.00					
2	1505-3	Traffic Control And Public Convenience And Safety	1	LS		\$15,000.00	\$56,000.00	\$30,000.00	\$27,855.00	\$77,000.00					
3	1800-3	Storm Water Pollution Prevention Plan	1	LS		\$2,500.00	\$8,000.00	\$3,500.00	\$27,260.00	\$18,450.00					
ALLEY IMPROVEMENT															
4	1120-4	Urban/Golf Excavation	3,570	CY		\$35.00	\$124,950.00	\$32.00	\$114,240.00	\$63.00	\$224,910.00	\$78.75	\$281,137.50	\$100.00	\$357,000.00
5	1130-4	Class 2 Aggregate Base	3,650	TN		\$26.50	\$96,725.00	\$27.00	\$98,550.00	\$29.00	\$105,850.00	\$34.50	\$125,925.00	\$75.00	\$273,750.00
6	1150-10	Asphalt Concrete, Type III (DGAC-C3 PG 64-19)	100	TN		\$235.00	\$23,500.00	\$186.00	\$18,600.00	\$230.00	\$23,000.00	\$260.00	\$26,000.00	\$300.00	\$30,000.00
7	1174-6	Remove & Replace PCC Alley Driveway	3,240	SF		\$15.00	\$48,600.00	\$21.00	\$68,040.00	\$21.00	\$68,040.00	\$16.15	\$52,516.00	\$15.00	\$48,600.00
8	1180-6	Install 6" Thick PCC Insement	1,800	CY		\$210.00	\$378,000.00	\$235.00	\$423,000.00	\$270.00	\$486,000.00	\$360.00	\$648,000.00	\$320.00	\$576,000.00
9	1185-3	Adjust Manhole Cover To Finished Grade	1	EA		\$575.00	\$575.00	\$520.00	\$450.00	\$450.00	\$450.00	\$629.00	\$629.00	\$3,000.00	\$3,000.00
10	1185-3	Adjust Water Valve Cover To Finished Grade	1	EA		\$575.00	\$575.00	\$510.00	\$350.00	\$350.00	\$350.00	\$575.00	\$575.00	\$3,000.00	\$3,000.00
11	1185-3	Adjust Water Meter Cover To Finished Grade	7	EA		\$575.00	\$4,025.00	\$580.00	\$4,060.00	\$520.00	\$3,640.00	\$520.00	\$3,640.00	\$3,000.00	\$3,000.00
12	1901-3	Starry Cement Buckfill	112	CY		\$130.00	\$14,560.00	\$150.00	\$16,800.00	\$160.00	\$17,920.00	\$210.00	\$23,520.00	\$350.00	\$39,200.00
BID LIST TOTAL SUBMITTED						\$743,298.00	\$839,800.00	\$1,011,428.00	\$1,011,428.00	\$1,243,638.00					
Total Bid Amount VERIFIED						\$743,298.00	\$839,800.00	\$1,011,428.00	\$1,011,428.00	\$1,243,638.00					
Listed Sub:															
Granite Construction						Toro Enterprises, Inc.		A/E American Asphalt		Berry General Engineering, Inc.		Hardy & Harper, Inc.			
Cindy Trump Inc. d/ba: Cindy Cold Planning P.O. Box 385 La Habra, CA 90631						Cassand Surveying Inc. 614 N. Erickhoff St. Orange, CA		CL Survey 1269 Pomona Rd. #108 Corona, CA 92882		Austin Enterprise P.O. Box 81926 Bakersfield, CA 93380					
California Grading Specialists d/ba: Austin Enterprises P.O. Box 81926 Bakersfield, CA 93380						Cindy Trump Inc. d/ba: Cindy Cold Planning P.O. Box 385 La Habra, CA 90631		SM Sales 17534 W. Siam Highway Santa Clarita, CA 91351		Benner & Carpenter, Inc. 506 E. Main Street Santa Paula, CA 93060					
						Crescent Trucking, L.L.C. P.O. Box 1349 Hawthorne, CA 90251									

**CITY OF OXNARD
SPECIFICATION NUMBER UD14-02**

**BID DOCUMENTS (BLUE SHEETS)
FOR**

**PROJECT TITLE: ALLEY RECONSTRUCTION AT VARIOUS LOCATIONS -
PHASE II**

BRIEF DESCRIPTION OF PROJECT: BRIEF DESCRIPTION OF PROJECT: Alley Reconstruction @ Various Locations - Phase II Project - The project consists of concreting of asphalted concrete alleys on 3 locations; (1) Terrace Ave. alley E/O, (2) Concord Way alley E/O, and (3) Norma St. alley E/O. The work includes removal & disposal of asphalt concrete, subgrade, weeds, root & debris; compaction of subgrade and base; installation of 6" pcc pavement over 6" aggregate base; and adjustment of manhole, water valve, and water meter covers to finished grade.

Specification Number UD14-02 includes 26 pages of bid documents. Drawing No. 13-09A includes 13 sheets of plans.

Work must begin within 14 calendar days after the Notice to Proceed is issued. Work to be completed in 40 working days. Liquidated damages will be assessed at \$2,000.00 per calendar day.

Payment shall be in accordance with the provisions of Section 9-3 of the Standard Specifications for Public Works Construction.

**CONTRACTOR'S FAILURE TO COMPLETE THIS SECTION
MAY CAUSE REJECTION OF THE BID**

Name Granite Construction Company

Physical Address 585 West Beach Street

Mailing Address PO Box 50085

City Watsonville State CA Zip Code 95076

Telephone No. 831-724-1011 Fax No. 831-768-4021

**CITY OF OXNARD
SPECIFICATION NUMBER UD14-02**

K.2.b

PROJECT OVERVIEW

The following description of the amount of work to be done and materials to be furnished by the contractor is an approximation provided for your use in preparing a bid. The City of Oxnard does not expressly or by implication warrant that the actual amount of work or materials awarded will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of the work or materials or to delete any of the work or materials, as the City deems necessary or expedient. If the description includes more than one job, the City may decide to award a contract for only one or less than all of the jobs included in the bid submitted.

DESCRIPTION

The work includes mobilization/demobilization; traffic control; storm water pollution prevention plan; unclassified excavation; aggregate base Class 2; install 6" thick PCC pavement; install 2" thick asphalt concrete; remove and replace PCC alley driveway; adjust manhole cover to finished grade; adjust water valve cover to finished grade; adjust water meter cover to finished grade; slurry cement backfill; and all incidental and appurtenant improvements and restorations specified on the Plans and herein these Special Provisions.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER UD14-02**

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Granite Construction Company

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
1	Mobilization/Demobilization	1001-3	LS	1	34,280.00	34,280.00
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	15,000.00	15,000.00
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	2,500.00	2,500.00
	ALLEY IMPROVEMENT					
4	Unclassified Excavation	1120-4	CY	3,570	35.00	124,950.00
5	Class 2 Aggregate Base	1130-4	TN	3,650	26.50	96,725.00
6	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	100	235.00	23,500.00
7	Remove & Replace PCC Alley Driveway	1174-6	SF	3,240	15.00	48,600.00
8	Install 6" Thick PCC Pavement	1180-6	CY	1,800	210.00	378,000.00
9	Adjust Manhole Cover To Finished Grade	1185-3	EA	1	575.00	575.00
10	Adjust Water Valve Cover To Finished Grade	1185-3	EA	1	575.00	575.00
11	Adjust Water Meter Cover To Finished Grade	1185-3	EA	7	575.00	4,025.00
12	Slurry Cement Backfill	1901-3	CY	112	130.00	14,560.00
GRAND TOTAL \$						743,290.00

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER UD14-02**

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - \$ 743,290.00

The grand total submitted is subject to verification. Item total will be verified by multiplying the unit cost with the approximate quantity. If any discrepancy is found, the unit prices will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "none" if appropriate.

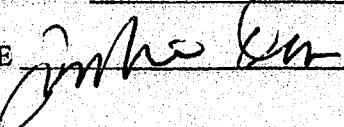
The following addenda are
acknowledged and attached:

NO.	DATED	NO.	DATED
one	8/15/2016		

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED August 12, 2016 AT Watsonville, California

COMPANY NAME Granite Construction Company

SIGNATURE  TITLE Jigisha Desai, Vice President
(Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board.



**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER -UD14-02**

BIDDER'S NAME Granite Construction Company

MINORITY AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) INFORMATION FOR CDBG FUNDED PROJECTS

In accordance with Federal policies and requirements to promote and encourage the use of minority and women owned enterprises, the City of Oxnard adopted a Minority and Women's Business Enterprise Plan which asks contractors to ensure that MBE/WBE's have maximum opportunity to participate in contracts with the City (see pages E-21 through E-28). If the CDBG assigned minimum goals are not achieved, each bidder shall submit full documentation showing good faith efforts (see page E-26). Failure to meet the goals or to demonstrate a good faith effort may result in a rejection of your bid.

The following information must be provided at the time the bid is submitted for all MBE/WBE contractors, subcontractors, suppliers, and prefabricators. A completed "minority and women's business enterprise questionnaire" (B-6B) must be submitted only for each MBE/WBE not currently certified by Caltrans. All subcontractors must be listed on the "list of subcontractors."

Name of MBE/WBE	Current Caltrans Certification Number	B-6B Questionnaire Attached (Y/N)	Description of Work	MBE/WBE	Dollar Amount of Contract
California Binding Specialties Inc. DBA Austin Enterprise	13602	N	Concrete Sawcutting	MBE/WBE	13,050.00
Cindy Trump Inc DBA Lindys Cold Planing	40089	N	Grinding	WBE	24,550.00

	GOAL ACHIEVED	
Minority Business	\$ 13,050.00	
Total Bid Amount	\$ 743,290.00 = 1.75%	
Women's Business	\$ 24,550.00	
Total Bid Amount	\$ 743,290.00 = 3.3%	

GOAL ASSIGNED
Total

4%

PERSON COMPLETING THIS FORM:

Jigisha Desai
Signature

August 12, 2016
Date

Jigisha Desai, Vice President
Person's Name & Title, Typed

831-724-1011
Telephone Number, Including Area Code



**CITY OF OXNARD
SPECIFICATION NUMBER UD14-02**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Granite Construction Company

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must be provided now or via fax (805-385-8360) within 24 hours of bid opening.	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
Cindy Trump Inc DBA Lindys Cold Planing	P.O. BOX 385 La Habra CA 90631	Grinding	754500	A
California Grinding Specialties Inc DBA Austin Enterprise	P.O. BOX 81926 Bakersfield CA 93380	Concrete Sawcutting	764893	C-U/DOG, A

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER UD14-02**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Granite Construction Company

<i>The information requested below must be filled out completely.</i>			<i>This information must be provided now or via fax (805-385-8360) within 24 hours of bid opening.</i>	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4.				
5.				
6.				
7.				
8.				
9.				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER UD14-02**

REFERENCES

BIDDER'S NAME Granite Construction Company

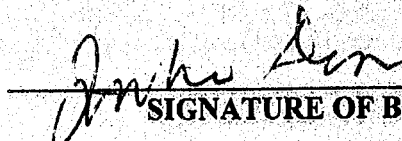
Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

SEE APPENDIX G1

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone


SIGNATURE OF BIDDER
 Jigisha Desai, Vice President



**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

GRANITE CONSTRUCTION COMPANY - APPENDIX G1

COUNTY OF VENTURA

800 S VICTORIA AVE VENTURA CA 93009

RAY CHIKKIAH

805-654-3987

PAVEMENT REHABILITATION MID COUNTIES

PAVEMENT RESURFACE W/ARHM & HOT MIX ASPHALT, CONCRETE SIDEWALK

C&G, SPRANDREL & CROSS GUTTER, AC GRINDING, AC CURB

A

\$1,331,239

2014

CITY OF VENTURA

501 POLI STREET VENTURA CA 93001

MARK GARCIA

805 658-4789

TELEPHONE ROAD RESURFACE 2013-006

ADJUST MAHNOLE, WATER VALVES, STORM DRAIN, UTILITIES

FULL DEPTH AC BASE REPAIR, COLD MILL, ARHM, CONCRETE C&G, RAMP

AND SIDEWALKS, LOOP DETECTORS, STRIPING

A

\$821,795

2014

DEPARTMENT OF TRANSPORTATION

1727 30TH ST SACRAMENTO CA 95816 OFFICE ENGINEER

MICHAEL LEW

805 348-3105

VENTURA COUNTY SOUTH OF PARK VIEW

OVERLAY ROADWAY WITH RHMA, LEAD COMPLIANCE PLAN, COLD PLANE, AC SURFACING, HMA DIKE, STRIPING, PAVEMENT MA

A

\$2,658,336

2014

CITY OF MALIBU

23825 STUART RANCH ROAD MALIBU CA 92065

ROBERT BRAGER

(310) 456-2489

2014/15 STREET MAINTENANCE NO 2053

T/C, PAVEMENT R/R, ARHM, SPEED HUMPS

A

\$714,529

2015

DEPARTMENT OF TRANSPORTATION

1727 30TH ST SACRAMENTO CA 95816 OFFICE ENGINEER

ALAN DAVIS

805 480-4928

VENTURA COUNTY IN/NEAR FILLMORE FROM GRIMES CANYON ROAD

COLD IN PLACE RECYCLE ASPHALT CONCRETE PAVEMENT

A

\$1,451,258

2014

**CITY OF OXNARD
SPECIFICATION NUMBER -UD14-02**

MINORITY AND WOMEN'S BUSINESS ENTERPRISE QUESTIONNAIRE

The information below must be completed and submitted by each minority-owned or women-owned contractor or subcontractor or supplier, not currently certified by Caltrans. The City's MBE/WBE Plan is included in the "General Conditions (Federal Edition)" section.

1. Name of Firm _____ 2. Telephone No. _____
()

3. Business Address _____ City, State, Zip _____ 4. Contact Person _____

5. Type of Ownership: Check One Only

☐ Sole Ownership ☐ Partnership ☐ Corporation
☐ Joint Venture ☐ Other _____

6. Fifty Percent (50%) or more Ownership

(a) ☐ Minority-owned

☐ Black

☐ Asian or Pacific Islander

☐ Hispanic

☐ American Indian or Alaska Native

☐ Other _____

(b) ☐ Women-owned

7. Have you ever been certified by Caltrans as a Disadvantaged Business Enterprise?

☐ Yes Date of Expiration: _____

☐ No

Are you registered or listed with any organizations representing or promoting MBE/WBE? Yes ☐ No ☐

☐ Oxnard Minority Business Development Center

☐ Other _____

8. California Contractor's License No(s). _____

9. Type of Business _____ **Years in Business** _____

10. Description of work for this project _____

Contract Item No(s). _____ Dollar Amount \$ _____

Continued on Next Page

B-6B

**CITY OF OXNARD
SPECIFICATION NUMBER -UD14-02**

MINORITY AND WOMEN'S BUSINESS ENTERPRISE QUESTIONNAIRE

BIDDER'S NAME GRANITE CONSTRUCTION COMPANY

AFFIDAVIT

"The undersigned swears that the foregoing statements are true and correct and that all material information necessary to confirm the ownership and operations of _____ will be provided upon request.
(Name of Subcontractor/Supplier Firm)

Further, the undersigned agrees to provide through the prime contractor or directly to the City of Oxnard current, complete and accurate information regarding actual work performed on the project, payments, and any proposed changes, and to permit audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements."

NOTE: If, after filing this schedule, and before the work on any contract covered by this regulation, there is any significant change in the information submitted, you must inform the City of the change, either through the prime contractor or to the City directly.

Signature _____ Title _____
(Officer of Subcontractor/Supplier Firm)*

Printed Name _____ Date Signed _____

*Person signing must be listed on records of Contractors State License Board.

NOTARY

On this _____ day of _____, 2014, before me
appeared _____ (name) to me
personally known, who being duly sworn, did execute the
foregoing affidavit, and did state that he/she was properly
authorized by _____ (name of firm)
to execute the affidavit and did so act and deed.

Notary Public _____ Commission Expires _____

B-6C

**CITY OF OXNARD
SPECIFICATION NUMBER –UD14-02**

MINORITY AND WOMEN'S BUSINESS ENTERPRISE QUESTIONNAIRE

BIDDER'S NAME GRANITE CONSTRUCTION COMPANY

AFFIDAVIT

"The undersigned swears that the foregoing statements are true and correct and that all material information necessary to confirm the ownership and operations of _____ will be provided upon request.
(Name of Subcontractor/Supplier Firm)

Further, the undersigned agrees to provide through the prime contractor or directly to the City of Oxnard current, complete and accurate information regarding actual work performed on the project, payments, and any proposed changes, and to permit audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements."

NOTE: If, after filing this schedule, and before the work on any contract covered by this regulation, there is any significant change in the information submitted, you must inform the City of the change, either through the prime contractor or to the City directly.

Signature _____

Title _____
(Officer of Subcontractor/Supplier Firm)*

Printed Name _____

Date Signed _____

*Person signing must be listed on records of Contractors State License Board.

NOTARY

On this _____ day of _____, 2014, before me
appeared _____ (name) to me
personally known, who being duly sworn, did execute the
foregoing affidavit, and did state that he/she was properly
authorized by _____ (name of firm)
to execute the affidavit and did so act and deed.

Notary Public _____

Commission Expires _____

B-6C

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder GRANITE CONSTRUCTION COMPANY, proposed subcontractor _____, hereby certifies that he has x has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**CITY OF OXNARD
SPECIFICATION NUMBER UD14-02**

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declare under penalty of perjury under the laws of the State of California that the bidder has _____, has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

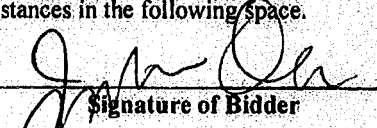
Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.


 Signature of Bidder
 Jigisha Desai, Vice President

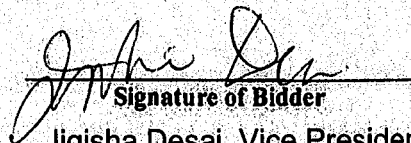


B-8A

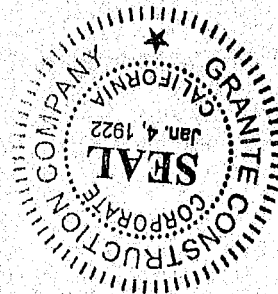
**CITY OF OXNARD
SPECIFICATION NUMBER UD14-02**

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.


Signature of Bidder
Jigisha Desai, Vice President

Note: Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



**CITY OF OXNARD
SPECIFICATION NUMBER UD14-02**

**Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)**

**To the CITY of OXNARD
DEPARTMENT OF PUBLIC WORKS.**

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.


SIGNATURE OF BIDDER

Jigisha Desai, Vice President



**CITY OF OXNARD
SPECIFICATION NUMBER UD14-02**

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.



SIGNATURE OF BIDDER
Jigisha Desai, Vice President

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.



**CITY OF OXNARD
SPECIFICATION NUMBER UD14-02**

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.



SIGNATURE OF BIDDER

Jigisha Desai, Vice President



CITY OF OXNARD
SPECIFICATION NUMBER UD14-02

N/A

Attachment G Disclosure of Lobbying Activities

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
☐ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
☐ b. initial award
☐ c. post-award

3. Report Type:

- ☐ a. initial
☐ b. material change

For Material Change Only:

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime

☐ Subawardee

Tier _____, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

Congressional District, if known

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ ☐ actual ☐ planned

13. Type of Payment (check all that apply)

- ☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other, specify _____

12. Form of Payment (check all that apply):

- ☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached:

Yes ☐ No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____

Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

B-8F

**CITY OF OXNARD
SPECIFICATION NUMBER UD14-02**

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

B-8G

**CITY OF OXNARD
SPECIFICATION NUMBER UD14-02**

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**CITY OF OXNARD
SPECIFICATION NUMBER UD14-02**

BIDDER'S AFFIDAVIT

PROJECT Alley Reconstruction At Various Locations -- Phase II

I depose and say that I am Jigisha Desai, Vice President
(Print or type name and title)
of Granite Construction Company

<u>585 West Beach Street</u>	<u>Watsonville</u>	<u>CA</u>	<u>95076</u>
(Address)	(City)	(State)	(Zip Code)

Contractor's Employer Identification Number: 1000000085

A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE REQUIRED TO BID:

Contractor's License No. 89 FED TAX I.D. # 94-0519552

Classification: A,B

Contractor's License Expiration Date: 5/31/17

City of Oxnard Business License Number(Not Required to Bid): 04-03900

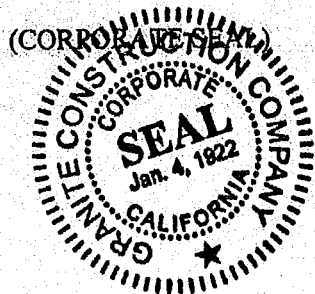
Data Universal Numbering System (D-U-N-S #): 00-691-4642

Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.
4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated August 12, 2016 at Watsonville, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.



SIGNATURE

Jigisha Desai, Vice President

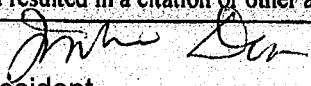
**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER UD14-02

BIDDER'S QUESTIONNAIRE

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains.

EVALUATION ELEMENTS			
Standard Bidder Questions (applies to all bids)		Yes	No
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?	X	
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment. See Appendix A1	X	
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.		X
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.		X
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE. See Appendix B1	X	
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case. Not to the best of our knowledge		X
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim. See Appendix C1	X	
	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the See Appendix D1	X	
	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency. See Appendix E1	X	
	Has Bidder or any Related Company ever been found to be a non-responsible bidder by an agency or barred? If so, provide the date and name of each and explain the circumstances.		X
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let. See Appendix F1	X	
12	Has Bidder or a Related Company within the past 5 years been investigated by OSHA or had an OSHA violation that resulted in a citation or other actions be taken against the company.		X

Contractor Officer's Signature: 

Jigisha Desai, Vice President

Title

August 12, 2016

Date

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

**CITY OF OXNARD
SPECIFICATION NUMBER UD14-02**

**ATTACHMENT
(TO BE USED AS COVER PAGE FOR ESCROW BID DOCUMENTS)**

***ESCROW BID DOCUMENT CERTIFICATION**

The undersigned hereby certifies that the bid documentation contained herein constitutes the complete, only and all documentary information used in preparation of the bid for the City of Oxnard Alley Reconstruction Project, and that I have personally examined these contents and have found that this bid documentation is complete.



By: 
Title: Jigisha Desai, Vice President
Firm: Granite Construction Company
Date: August 12, 2016

***IF PROJECT BID IS IN EXCESS OF \$500,000, IT REQUIRES SUBMITTAL OF
ESCROW BID DOCUMENTS BY THE THREE LOWEST BIDDERS AND
THIS DOCUMENT WILL BE INCLUDED WITH THOSE ESCROW BID
DOCUMENTS. THIS DOCUMENT PACKAGE IS DUE WITHIN THREE (3)
BUSINESS DAYS FOLLOWING BID OPENING:**

THIS DOCUMENT PACKAGE IS TO BE SUBMITTED TO THE:
CITY GENERAL SERVICES PROCUREMENT
1060 PACIFIC AVE., BLDG. 2
OXNARD, CA. 93030
ATTN: Patricia Friend.

SPECIFICATION NUMBER PW14-02

SMALL LOCAL BUSINESS PURCHASING PREFERENCE

The following information is required upon submission of any bid seeking the Small Local Business Purchasing Preference.

(Vendor Name)

(Date)

(Address of Principal Business Office)

(Business Phone)

(Email Address)

(Date Principal Business Address Established)

(Prior Principal Business Address – if any)

(Date Established)

(City Business Tax ID Number)

(Number of Employees)

(Number of Employees Whose Home Address is in Oxnard For at Least 90 Days Prior to Submission of This Bid. Attach List of Current Employees and Addresses.)

(Gross Receipts for Prior 3 Years)

Note: Upon receipt by the City of Oxnard, this document becomes a public record accessible under the Request for Public Records Act.

**CITY OF OXNARD
SPECIFICATION NUMBER PW14-02**

**ATTACHMENT
(TO BE USED WHEN SMALL LOCAL BUSINESS PURCHASING
PREFERENCE IS BEING REQUESTED)**

BIDDER'S CERTIFICATION

The undersigned hereby certifies under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the Contractor's bid, all of whom have subcontracted with or will subcontract with the Contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard.

Please refer to City of Oxnard Ordinance No. 2852, included in this Specification, to verify that your company is eligible for this Small Local Business Purchasing Preference Program.

Please note that under Ordinance No. 2852, you may be subject to audit and may be required to provide proof of compliance with the requirements of the Ordinance. You will be subject to penalties, including debarment from bidding on City Contracts, for falsely claiming to be a Small Local Business under the Ordinance.

By: _____

Title: _____

Firm: _____

Date: _____

*If no Small Local Business Purchasing Preference is being requested this form is not required to be completed and submitted with bid documents.

N/A

**CITY OF OXNARD
SPECIFICATION NUMBER - UD14-02**

**CERTIFICATE OF COMPLIANCE
FEDERAL REQUIREMENTS**

This project is being financed totally or in part by federal grant funds. As such, it is subject to special contract requirements as explained in the "General Conditions (Federal Edition)." Other requirements are listed below and detailed in the "Special Provisions."

Other federal requirements:

The Davis-Bacon Act minimum wages related to this project are included in the bid documents. The effective wage determination and modifications are:

<u>DECISION NUMBER</u>	<u>REVISION DATE</u>	<u>MOD NUMBER</u>
CA25	7/08/16	9

The Davis-Bacon Act provides that all modifications published more than ten days before bid opening shall be applicable. Changes made in a determination after contract award are not effective.

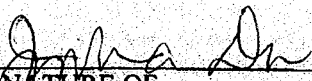
A copy of the wage determination and modifications must be posted at the construction site in a prominent place readily accessible to all workers.

I understand that failure to comply with these requirements will subject me to sanctions imposed by the city or the federal agency providing funds for this project, including possible debarment or suspension from participation in federally-funded construction projects.

THE FOREGOING CERTIFICATE IS FOR:

Granite Construction Company
FIRM/COMPANY NAME

Jigisha Desai, Vice President
NAME AND TITLE OF
AUTHORIZED REPRESENTATIVE


SIGNATURE OF
AUTHORIZED REPRESENTATIVE

August 12, 2016
DATE OF EXECUTION



B-23

CITY OF OXNARD
SPECIFICATION NUMBER - UD14-02

"SECTION 3" AFFIRMATIVE ACTION PLAN
GENERAL CONDITIONS, FEDERAL EDITION

CONTRACTOR/SUBCONTRACTOR Granite Construction Company
 PROJECT Alley Reconstruction At Various Locations--Phase II

I. Goals for Utilizing Local Project Area Residents and Businesses

A. Workforce Needs

	<u>TRADE</u>	<u>ALREADY EMPLOYED</u>	<u>TO BE HIRED</u>	<u>"SECTION 3" OBJECTIVE %</u>
Skilled	10	10	0	NA
Semi-skilled	0	NA	NA	NA
Unskilled	0	NA	NA	NA
Trainees (Apprentices)	2	0	2	100%

Awards to local project area qualified businesses, subcontractors and vendors represents 28 percent of the value to be subcontracted or supplied.

<u>ITEM</u>	<u>DOLLAR VALUE</u>
7,8,12	211,000

II. Steps to Accomplish Objectives

A. Minimum Requirements

- 1) Attempt to recruit from the project area through local advertising media and signs placed at the job site, community organizations, and public and private agencies operating within or serving the project area, such as the state employment development department, urban league, etc.
- 2) Maintain a list of all lower-income residents of the project area who have applied either on their own or on referral from any source and employ such persons if otherwise qualified and if openings exist.

**CITY OF OXNARD
SPECIFICATION NUMBER – UD14-02**

**"SECTION 3" AFFIRMATIVE ACTION PLAN (CONT'D)
GENERAL CONDITIONS, FEDERAL EDITION**

- 3) Contact project area organizations likely to refer prospective subcontractors.

B. Additional Steps

III. Steps to Secure the Cooperation of Subcontractors and Unions in Meeting These Goals

A. Minimum Requirements

- 1) Incorporate the "Section 3" clause into all subcontracts to complete a "Section 3" Affirmative Action Plan prior to signing the contract.
- 2) Notify the City when the union(s) with which the Contractor has a collective bargaining agreement has not referred to the Contractor or Subcontractor a low income resident worker or the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet "Section 3" goals.

B. Additional Steps

IV. Certification

I certify that I will comply with "Section 3" regulations as established in 24 CFR 135 and will make a good faith effort to meet the goals outlined above, and I hereby appoint:

Randy Wagner / Project manager
Name of Appointee/Official Status with Firm

as the person responsible for the implementation of this plan.

Granite Construction Company
FIRM/COMPANY NAME

Jigisha Desai, Vice President
NAME AND TITLE OF
AUTHORIZED REPRESENTATIVE

Jigisha Desai
SIGNATURE OF
AUTHORIZED REPRESENTATIVE

August 12, 2016
DATE OF EXECUTION



GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

I, Richard A. Watts, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted on June 9, 2016 by a Unanimous Written Consent of the Board of Directors in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to execute and deliver on behalf of the Company all documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

James H. Roberts	President & Chief Executive Officer
Christopher S. Miller	Executive Vice President, Chief Operating Officer & Assistant Secretary
Laurel J. Krzeminski	Executive Vice President, Chief Financial Officer & Assistant Secretary
Philip M. DeCocco	Senior Vice President of Human Resources & Assistant Secretary
Michael F. Donnino	Senior Vice President, Group Manager & Assistant Secretary
Martin P. Matheson	Senior Vice President, Group Manager & Assistant Secretary
Richard M. Rantala	Senior Vice President, Business Development & Assistant Secretary
James D. Richards	Senior Vice President, Group Manager & Assistant Secretary
Mathew C. Tyler	Senior Vice President, Federal Group Operations & Assistant Secretary
Richard A. Watts	Senior Vice President, General Counsel, Corporate Compliance Officer & Secretary
Jigisha Desai	Vice President of Corporate Finance, Treasurer, Assistant Financial Officer & Assistant Secretary
Bradley G. Graham	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
Kent H. Marshall	Vice President and Director, Public Private Partnerships & Assistant Secretary
Dale A. Swanberg	Vice President, Deputy Group Manager & Assistant Secretary
Nicholas B. Blackburn	Director of Corporate Taxation & Assistant Secretary
Kenneth B. Olson	Assistant Treasurer & Assistant Secretary

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS

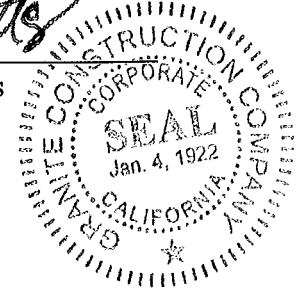
RESOLVED, that the below listed officers are authorized to attest documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

James H. Roberts	President & Chief Executive Officer
Christopher S. Miller	Executive Vice President, Chief Operating Officer & Assistant Secretary
Laurel J. Krzeminski	Executive Vice President, Chief Financial Officer & Assistant Secretary
Philip M. DeCocco	Senior Vice President of Human Resources & Assistant Secretary
Michael F. Donnino	Senior Vice President, Group Manager & Assistant Secretary
Martin P. Matheson	Senior Vice President, Group Manager & Assistant Secretary
Richard M. Rantala	Senior Vice President, Business Development & Assistant Secretary
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Jigisha Desai	Vice President of Corporate Finance, Treasurer, Assistant Financial Officer & Assistant Secretary
Bradley G. Graham	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
Kent H. Marshall	Vice President and Director, Public Private Partnerships & Assistant Secretary
Dale A. Swanberg	Vice President, Deputy Group Manager & Assistant Secretary
Nicholas B. Blackburn	Director of Corporate Taxation & Assistant Secretary
Kenneth B. Olson	Assistant Treasurer & Assistant Secretary
Kenneth M. Smith	Group Counsel & Assistant Secretary
Jason M. Jasper	Group Counsel & Assistant Secretary

Dated: June 28, 2016

Richard A. Watts

Richard A. Watts



KRANTZ CONSTRUCTION COMPANY
Summary of Liquidated Damages on Jobs Over \$3M
2011 - 2015

Year	Name and Address of Owner	Name of Engineer in Charge (Owner), Phone, Fax	Job #	Project Name and Location	Duration	Description of Liquidated Damages
2015	County of Santa Cruz 701 Ocean Street Room 410 Santa Cruz, CA 95060-4003	Laurie Goessel (831) 477-3955	475437	2014 Pavement Management Contract No.: CW33801 Various Roads in Santa Cruz County, CA	7/3/2014 - 4/24/2015	Achieved Substantial Completion by contract but unable to resolve a number of issues. Assessed at \$1000 per day for 20 days for a total of \$203,000.
2014	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	Chris Talbot (760) 872-0794	417807	Hwy 395 @ Cottonwood Rd Contract No.: 09-351604 Lone Pine, CA	5/5/2014 - 8/22/2014	LD's assessed for 28 days at \$5,400 per day for a total of \$151,200.
	Hanwha Qcells USA 8001 Irvine Center Drive Irvine, CA 92618-3001	James Matarese (949) 412-4440	442280	Garnet Solar - HQ USA Contract No.: N/A Palm Springs, CA	2/10/2014 - 7/29/2014	Project completion time not met due to lack of direction from Owner. LD's assessed at \$6,000 per day for 42 days.
	WA Department of Transportation 6610 16th Street East Suite B Fife, WA 98424-6750	Gaius Sanoy (253) 365-6753	409839	SR 510 to SR 512 Congestion Management Contract No.: 8501Im-0053(968) Lacey, WA to Lakewood, WA	8/19/2013 - 2/1/2015	Assessed for 1 hour of time that our TMA broke down in the travel lane while removing traffic control signs and devices. \$8,000 total for overage of allowable lane closure.
	WA Department of Transportation PO Box 47420 Olympia, WA 98504-7420	Robert Washabaugh (509) 577-1810	403048	Easton Hill East Bound/West Bound Paving Contract No.: 8443 Easton, WA	6/30/2013 - 10/1/2014	LD's assessed for project working days overrun and direct engineering costs. \$13,179 per day for 4 days for total of \$52,716.
	AK Department of Transportation PO Box 196900 Anchorage, AK 99519	Jason Lamoreaux (907) 269-0450	400737	Dimond Boulevard Resurfacing Contract No.: EAP-0520(14)/53801 Anchorage, AK	5/23/2013 - 7/15/2014	Project completion time not met due to weather. LD's assessed at \$2,500 per day for 15 days for a total of \$37,500.
	AK Department of Transportation PO Box 196900 Anchorage, AK 99519	Mark Forkner (907) 269-0664	409204	Kenai Spur Highway Pavement Preservation Contract No.: IM-0221(014)/54142 Soldotna, AK	7/9/2013 - 5/20/2014	Project completion time not met. LD's assessed at \$1,500 for 15 days for a total of \$22,500.
2013	AK Department of Transportation PO Box 196900 Anchorage, AK 99519	Bob Lundell (907) 269-0450	241168	King Salmon Airport Lighting Contract No.: AIP 3-02-0148-12-2011/52673 King Salmon, Alaska	7/13/2011 - 6/21/2013	Project completion date & time not met. LD'S assessed at \$65,000.
	WA Department of Transportation 1043 Goldenrod Road Burlington, WA 98233	Jay Drye (360) 757-5993	265150	I-5 Joe Leary Slough to Nulle Road Vic Paving Contract No.: 8016 Burlington, WA	3/15/2011 - 2/8/2013	LD's assessed at \$6,667 for a 50 minute delay in lane opening.
2012	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	Peter Mullaly (661) 720-0971	379370	CDOT SR33/I-5 RHMA Overlay Contract No.: 06-0N8104 Maricopa County, CA	6/5/2012 - 11/7/2012	LD's assessed at \$3,000 per day for 7 days. \$21,000 for material specification issues.
	AK Department of Transportation PO Box 196900 Anchorage, AK 99519	Pat Harvey (907) 269-0616	372638	HSIP: International Airport Road/Jewel Lake Road Contract No.: HHE-0001(405)/51922 & HHE-0515(3)/51924 Anchorage, AK	1/12/12 - 11/8/2012	An interim completion date was implemented during construction which deducted 30 days from original completion date. LD's assessed at \$1,500 for 8 days for a total \$12,000.
2011	CA Department of Transportation 1727 30th Street Sacramento, CA 95816		2122077	Phillips Road to Rogers Road Contract No.: 06-0M7104 Cal City, CA	4/22/2011 - 7/18/2011	LD's assessed at \$3,000 per day for 7 days. \$21,000 for material specification issues.
	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	Ryan Johnson (530) 895-5245	208071	Skyway Overcrossing Contract No.: 03-3M8504 Butte County, CA	8/22/2011 - 12/7/2011	1 day at \$3,000. Striping Sub incurred LD's.
	CA Department of Transportation 1727 30th Street Sacramento, CA 95816	Joe Blommer (760) 648-7906	2122052	Highway 203 Mammoth Lake Overlay Contract No.: 09-346904 Mammoth Lakes, CA	7/25/2011 - 10/22/2011	LD's assessed at \$3,000 per day for 11 days. Total of \$33,000.
	AK Department of Transportation 2301 Peger Road Fairbanks, AK 99709-5399	Maureen Carey (907) 451-5405	242111	Tok Cutoff Gakona River Bridge Contract No.: IM-OA1-3(14)/61713 Fairbanks, AK	7/1/2009 - 8/26/2011	Achieved Substantial Completion by contract completion date but unable to resolve punchlist issues in a timely manner. LD's assessed at \$500 per day for 57 days for a total of \$28,500.

GRANITE CONSTRUCTION COMPANY

Question Number Five (5): Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)?

Granite Construction Company ("GCCO") may have been investigated by the DLSE, however, we do not track the investigations, we only track penalties assessed against GCCO.

GRANITE CONSTRUCTION COMPANY

Liens and stop notices

Granite Construction Company, in its 94th year of business, performs over \$2.4 billion worth of construction work annually on thousands of construction projects throughout the country.

Granite contracts with many owners, subcontractors and suppliers and occasionally stop notices for labor and/or materials may be filed against Granite on contracts that have been completed or are being completed. Granite does not track such stop notices or liens that may be filed against our projects.

**ARBITRATION/ LITIGATION FILED AGAINST GRANITE CONSTRUCTION COMPANY (GCC) IN THE LAST 5 YEARS
RELATED TO ALLEGED NON-PAYMENT**

As of June 2016

Work/Payment issues over \$50,000 only; Granite Construction Company can only provide a list of arbitration and lawsuits.

CASE NAME	DESCRIPTION	DATE CLOSED/ RESOLUTION
Aggregate Technologies, Inc. v. Goldshire Developers, LLC, GCI dba Houston Rapid Transit JV;	Payment bond claim filed by subcontractor against HRT and payment bond sureties	12/15 – Settled
American Caisson, Inc. dba The Mahaffey Companies v. GCC (Arb)	Non-Payment	8/13 – Settled
Associated Ready Mixed Concrete, Inc. v. GCC; FIC, et al	Breach of Contract; Non-payment	Pending
Bulldog Erectors, Inc. v. Flatiron Constructors, Inc.; GCC	Non-payment for rental equipment	4/13 – Settled
C.S. McCrossan, Inc. and GCC	Non-payment	4/12 – Settled
Cemex Construction v. Tab Constructors; GCC; FIC; State of CA et al	Non-payment; Enforce Stop Payment Notice	4/16 – Settled
Cemex Construction Materials Pacific, LLC v. GCC; et al	Complaint to enforce stop notice; payment bond for breach of contract	4/15 – Settled
Consolidated Systems, Inc. v. GCC; FIC et al	Non-payment	10/14 – Settled
Construction Ahead, Inc. dba Pavement Surface Control v. ECC (JV)	Non-payment	5/15 – Settled
GCC v. Metro Air Park; LLC (Counter Complaint filed)	Non-payment	8/11 – Settled
Griffin Sign, Inc. v. Intercounty Constructors; GCC et al	Non-payment	3/14 – Settled
Hadco Construction, LLC v. KW Excavation, Inc.	Non-payment	12/12 – Settled
Jack Davenport Sweeping Services, Inc. v. Legg, Inc. et al Dfts, Allegheny Casualty Company; including GCC (Cross Complaints filed)	Non-payment	12/15 – Settled Judgment against Legg
KNJ, Inc. v. Ames-Granite A Joint Venture	Non-payment; improperly terminating the subcontract.	Pending
Little House Rentals v. GMR (JV)	Non-payment for Amount due under trucking subcontract with GMR	5/12 – Case Closed
Neptun Light v. Intercounty Constructors (JV) (Counter Complaint Filed) Arbitration	Breach of Contract; ICC counterclaiming for add'l costs for delay	7/13 – Award in favor of ICC
Oceanside Construction, Inc. and GCC (arbitration)	Extra work and Non-payment alleged by OCI against GCC Delay and other damages alleged by GCC against OCI	7/14 – Settled
P&P Excavating, LLC v. Sima, LLC; GCC	Non-payment by Owner to Prime Contractor due to alleged improper work	6/12 – Settled
Pentalon Construction; GCC v. Rymark Properties LLC	Non-payment	3/15 – No longer pursuing
Rail-Tech Consultants, Inc. v. Federal Insurance Company; GCC	Non-payment by sub subcontractor	9/15 - Settled
Remote Energy Solutions, LLC, etc., Pltf. Vs. GCC	Contract Dispute – Consulting agreement payment dispute	Pending
Skyline Electric v. Wilder; GCC	Non-payment; Subcontractor dispute for add'l compensation	10/13 – Settled
Statewide Traffic Safety & Signs v. GCC; CADOT; FIC	Non-payment; Breach of Contract, Claim for recovery on bond	8/14 - Settled
Sterndahl Enterprises, Inc. v. GCC (arbitration)	Non-payment	Pending
The Pressure Grout Co. v. GCC (Arbitration)	Non-payment for Cos, add'l work	12/15 - Settled
Trenchless Construction et al v. ECC a JV of GCC (Counter complaint filed)	Non-payment for services and material (Counterclaim by GCC)	3/14 - Settled
Trinity Highway Products, LLC v. DRG Fence, Inc.; CADOT; GCC; et al	Non-payment	Pending
USA fbo Burns & Sons Trucking, Inc. v. GCC; Fidelity et al (Counter Complaint filed)	Non-payment for stand-by charges; Failure to Adhere to the Project Schedule	9/12 - Settled

CASE NAME	DESCRIPTION	DATE CLOSED/ RESOLUTION
Wellington Power v. Intercounty Constructors (JV) (Arbitration)(Counter Complaint filed)	Action by Subcontractor for delay and disruption claim/costs ICC counterclaim for add'l costs.	6/12 - Settled

**ARBITRATION/ LITIGATION FILED BY GRANITE CONSTRUCTION COMPANY (GCC) AS PLAINTIFF IN THE LAST 5 YEARS
AGAINST GOVT AGENCY
As of June 2016**

Work/ payment issues over \$50,000 only; Granite Construction Company can only provide a list of arbitration and lawsuits.

CASE NAME	DESCRIPTION	DATE CLOSED/ RESOLUTION
GCC and MDOT (US82 Bridge Demo Arb)	Delay due to high river levels	11/13 – Award issued in GCC's favor
GCC/MCM JV v. CADOT (PIP 101 Arbitration)	Breach of contract including implied covenant of good faith and fair dealing.	Pending
GCC v. CADOT (Interstate 10 Overlay, Riverside Co)	Non-payment for delay and extra costs	6/15 - Settled
GCC v. CADOT (Hwy 14) Arbitration	Non-payment; Improperly assessed LDs	8/12 – Settled
GCC v. CADOT (Bridgeport Project) (Arbitration)	Non-payment for delay and extra costs GCC seeks recovery in contract deductions assessed by Caltrans and extra costs incurred.	Pending
GCC v. CADOT (Lone Pine Cottonwood) Arb	Non-payment; Breach of Contract, Breach of Warranty, Breach of Implied Good Faith & fair dealing	Pending
GCC v. CADOT (I-805 North) (Arbitration)	GCC alleges defective plans & specs, constrained access, and conditions that differed from bid time.	Pending
GCC v. CADOT (I-805 South) (Arbitration)	GCC alleges defective plans & specs, constrained access, and conditions that differed from bid time.	Pending
GCC v. CADOT (395 Conway Summit) (Arbitration)	GCC seeks recovery in extra costs it incurred in attempting to comply with the defective specification.	Pending
GCC v. Calex Engineering Company; CADOT; Safeco Ins Co	Non-payment (Enforce stop notice, payment bond, breach of contract, quantum meruit)	6/11 – Settled
GCC v. Disney Construction; CADOT; et al	Non-payment; Enforcement of Stop Notices and Payment Bond	7/14 – Settled
GCC v. Legg et al, including CADOT (Cross Complaint filed)	Non-payment; Breach of Contract, Quantum Meruit, Fraud & Deceit by False Promise, Enforcement of Stop Notice and Enforcement of Payment Bond	Pending
Old Pueblo Trackworks (JV); GCC v. City of Tucson	Add'l Costs incurred due to differing site conditions, design issues and extra work.	4/16 - Settled
USA fbo Burns & Sons Trucking, Inc. v. GCC; Fidelity et al (Counter Complaint filed)	Non-payment for stand-by charges Failure to Adhere to the Project Schedule	9/12 – Settled
Watts Granite JV v. US Naval Facilities Engineering Command NW – Appeal	Rescission of LDs; due to differing site conditions; add'l work & delays.	6/16 – Settled

GRANITE CONSTRUCTION COMPANY
2015 Completed Jobs Greater than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Actual Completion Date
478920	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Highway 223 Shoulders Contract No.: 06-0P8404 Bakersfield, CA Widen outside shoulders and construct rumble strip on a 12 mile stretch of Highway 223.	Hisham Alnatour (661) 391-4747 / (661) 332-0948 (M) Fax: N/A hisham.alnatour@dot.ca.gov	3,344,999	4/24/2015
504903	EDF Renewable Services, Inc. 15445 Innovation Drive San Diego, CA 92128	Gooselake Solar Plant Contract No.: N/A Lost Hills, CA Mechanical/electrical for 12 MWAC solar plant/solar PV system.	Ray Emerson, Superintendent (714) 900-0144 Fax: N/A ray.emerson.consultant@edf-re.com	7,085,399	10/26/2015
407427	City of Bakersfield 1501 Truxtun Avenue Bakersfield, CA 93301-5201	Highway 178 and Morning Drive Interchange Contract No.: TRSR17 / NCIPL 5109(176) Bakersfield, CA Widening of Highway 178 to 2 lanes each direction and widening of Morning Drive into 3 lanes each direction.	Jeff Pallesen (415) 572-9287 Fax: N/A jpallesen@mendoza-associates.com	25,950,505	10/31/2015
514551	California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Ridgewood Grade Storm Damage Repair Contract No.: 01-0E900 Redwood Valley, CA Provided traffic control, repaired and replaced drainage systems, repaired and reconstructed fill slopes, provided water diversion and erosion control. Project included detours, removal and reconstruction of roadway structural section and median barrier.	Imran Fazal (707) 485-8562 Fax: N/A Email: N/A	3,966,187	4/3/2015
448382	Apple Inc. 1 Infinite Loop M/S: 301-4PAO Cupertino, CA 95014	Apple Gateway Tunnel Contract No.: W2-110001-70 Cupertino, CA The Gateway Tunnel (cut and cover CIP tunnel) leading to the main building is comprised of the main service road (MSR) tunnel and two entrance tunnels (ET1 and ET2). Branching off the MSR tunnel are two entrance tunnels that lead to the underground parking garages of the main building.	John Hendrickson (408) 996-6778 / (925) 989-5694 (M) Fax: N/A Email: N/A	23,471,246	12/4/2015
475437	County of Santa Cruz 701 Ocean Street Room 410 Santa Cruz, CA 95060-4003	Santa Cruz 2014 Pavement Management Contract No.: CW33801 Santa Cruz County, CA Road improvements throughout the County of Santa Cruz including 57,270 SF asphalt concrete grinding, 79,275 SF tack coat, 1,075 TN asphalt concrete overlay, 217,383 SF asphalt digouts, demo & reconstruction of AC, 49,776 SY fiberized slurry seal, 151,040 SY of two & three-layer seal coating, 46,744 SY rejuvenating chip seal, 13,250 LF removal & replacement of AC dike, 8,808 SY engineered paving mat, utilities adjustment, street monuments installation, striping, marking, and traffic control.	Laurie Goessel, Construction Manager (831) 477-3955 (831) 454-2385 (F) Laurie.Goessel@santacruzcounty.us	3,827,628	4/24/2015

GRANITE CONSTRUCTION COMPANY

2015 Completed Jobs Greater than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Actual Completion Date
509784	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Highway 1 RHMA-G Overlay Contract No.: 05-1C8604 Santa Cruz, CA Overlay of Highway 1 from Santa Cruz north to San Mateo County line. Included asphalt and concrete roadway removals, 61,000 SY of AC pavement cold planing, prepping inertial profiler and grinding, overlay of 7,200 TN HMA, overlay of 57,200 TN rubberized HMA (gap graded), centerline and edgeline rumble strips, 48,290 LF HMA dike, minor concrete structures, guard railing upgrades, striping, and marking.	Pat Dussell, R.E. (831) 246-1166 Fax: N/A Pat.Dussell@dot.ca.gov	9,642,961	12/22/2015
477052	City of Fort Bragg 416 North Franklin Street Fort Bragg, CA 95437-3210	Fort Bragg Coastal Restoration and Trail Project Contract No.: 42736 Headlands, CA Coastal trail construction: restoration of approx. 25 acres of asphalt paved areas to coastal habitat, construction of 4.5 mile trail system with various public enhancements including trails, boardwalks, viewing areas, new parking lots, storm water management facilities, plazas, passive recreation areas, restrooms, interpretive signage, stairs to the beach, and habitat protection.	Tim Dillenburg, Construction Manager (707) 579-0388 (707) 579-3877 (F) Email: N/A	4,374,106	11/15/2015
409726	Apple, Inc. 1 Infinite Loop MS 301-4PAO Cupertino, CA 95014	Apple Offsite Utilities Contract No.: W2-110001-70 Cupertino, CA Offsite utilities installation including demolition, site clearing, trenching, erosion control, paving, curb and gutter, storm drain, water, sewer and communications on streets and roads surrounding Apple Campus 2. Dig/Lay/Backfill Storm Drain: 1,518 LF of 48", 127 LF of 36", 937 LF of 30", 167 LF of 24", and 235 LF of 15"; Dig/Lay/Backfill HDPE Sanitary Sewer: 3,753 LF of 27", 955 LF of 12", and 215 LF of 8"; Dig/Lay/Backfill Potable Water: 3,500 LF of 8"; 23,000 SF new roadway AC, 2,600 LF new curb & gutter, 13,000 SF new sidewalk; 6,000 LF new electrical joint trench.	Ian Cunningham (510) 507-4145 Fax: N/A ian.cunningham@dprskanska.com	17,300,000	12/4/2015
393393	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Route 198 Lemoore Interchange Contract No.: 06-325504 Lemoore, CA Constructed interchange including new bridge to carry city street over existing state highway. Widened highway and constructed ramps, connectors, and surface streets by performing activities such as roadway excavation, import borrow, grading, base rock, AC paving, minor concrete, storm drain installation, and MSE wall installation. Managed subcontractors for structure concrete, signs, striping, fencing, and electrical improvements.	Justin Kimura (559) 651-8315 (559) 651-8324 (F) justin_kimura@dot.ca.gov	19,543,152	5/4/2015

GRANITE CONSTRUCTION COMPANY

2015 Completed Jobs Greater than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Actual Completion Date
562280	First Solar, Inc. 350 West Washington Street #600 Tempe, AZ 85281-1496	Seville Solar Phase 1 Contract No.: Seville 1 Borrego, CA Installed structural steel and electrical infrastructure for solar plant.	Chris Buell (908) 227-6457 Fax: N/A chris.buell@firstsolar.com	8,938,959	10/18/2015
564068	California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	I-10 Emergency Bridge Repair Contract No.: 08-1G510 Desert City, CA Emergency repair and construction of median crossovers including drainage and rock slope protection. The project consisted of approximately 10,000 CY of excavation and grading, 2,500 TN of asphalt, and the demolition of an existing 3 span bridge structure.	Andy Quach (951) 232-6235 Fax: N/A andy.d.quach@dot.ca.gov	4,850,000	10/28/2015
569452	California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Tex Wash Bridge Reconstruction Contract No.: 08-1G511 Desert Cities, CA Emergency reconstruction of a 105' single span box girder bridge structure with CIDH pipe foundations.	Andy Quach (951) 232-6235 Fax: N/A andy.d.quach@dot.ca.gov	5,006,123	9/30/2015
570982	First Solar, Inc. 350 West Washington Street Tempe, AZ 85281-1496	Seville Solar Phase 2 Contract No.: Seville 2 Ocotillo Wells, CA Installed structural steel and electrical infrastructure for solar plant.	Chris Buell (908) 227-6457 Fax: N/A chris.buell@firstsolar.com	13,791,621	12/18/2015
484268	County of Imperial 155 South 11th Street El Centro, CA 92243-2803	AC Overlay Improvements of Various County Roads Contract No.: 5663 Imperial County, CA Cold in place recycling on various roads in Imperial County. 2" overlay for bike lanes and 3" overlay of remaining roads; all roads included shoulder backing. Supplied traffic control and area constructions signs, striping, and signage.	Veronica Atondo (760) 482-4462 (760) 352-1272 (F) VeronicaAtondo@co.imperial.ca.us	3,272,843	5/4/2015
488847	Union Pacific Railroad Company 1400 Douglas Street Omaha, NE 68179-1001	Araz to Araz Junction Contract No.: SO 59239 Imperial County, CA Project included grading, excavation, and removal and replacement of 3 bridges for a total span of 80'. Furnished and placed geotextile fabric, pile driving, and track turnout removal and disposal including railroad ties. Furnished only 36", 48" and 72" diameter culverts. Furnished and installed culvert headways Type A-M. Scope included unloading, staging piers, and tracker systems material.	James Mross (402) 250-5375 Fax: N/A jdmross@up.com	4,103,136	10/31/2015

GRANITE CONSTRUCTION COMPANY
 2015 Completed Jobs Greater than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Actual Completion Date
395628	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Route 99 Widening Contract No.: 06-442624 Fresno & Madera, CA Project consisted of widening Highway 99 with asphalt concrete. The widening was done in multiple stages to allow the bridge work to be done by the prime contractor. There was 6,450 LF of storm pipe that was installed to improve the drainage. After the pipe installation, 43,000 TN of aggregate and 72,600 TN of asphalt concrete was placed to widen/overlay Hwy 99 and 11,000 LF dike was placed.	Curt Hatton (559) 349-0456 (559) 243-3545 (F) curt_hatton@dot.ca.gov	11,792,671	9/30/2015
417712	City of Reedley 1733 Ninth Street Reedley, CA 93654	Manning Avenue Bridge Replacement Contract No.: 2012-5880 Reedley, CA Project included excavation, storm drain improvements, baserock, import borrow, grade, and paving.	Gabe Farncroft (916) 995-4223 (916) 614-9520 (F) gfarncroft@myers-sons.com	3,323,997	7/31/2015
420085	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Highway 198 Pavement Rehabilitation Contract No.: 06-462204 Hanford, CA Resurfaced three bridge decks, removed and replaced barriers, and removed and replaced HMA approaches to bridges.	Justin Kimura (559) 651-8315 (559) 651-8324 (F) justin_kimura@dot.ca.gov	5,661,501	9/10/2015
505031	City of Corcoran 832 Whitley Avenue Corcoran, CA 93212	City of Corcoran Solar Plant Contract No.: N/A Corcoran, CA Installed piers and mechanical supports for solar panels, underground trenching, DC and AC cabling and electrical connections.	David Palmer (408) 286-7274 Fax: N/A Email: N/A	6,852,639	6/10/2015
515084	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Highway 198 HMA Contract No.: 06-0Q2504 Lemoore, CA Project included 9,000 TN of HMA digouts, 40,500 SY of CIPR and 20,800 TN of RHMA overlay.	Dallia Foster (559) 897-7080 (559) 897-2066 (F) dallia_foster@dot.ca.gov	4,121,948	10/6/2015
515088	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	I-5 in Kettleman City Contract No.: 06-0P1804 I-5 in Kettleman City, CA Project involved resurfacing of existing pavement on I-5 for 7.5 miles in both directions. Included cold plane of existing HMA pavement, removal of failed PCC panels and replaced with HMA, 96,700 TN paved back HMA, and 47,600 TN overlay with RHMA. Work also included shoulder backing, minor guardrail, and electrical.	Fernando De Alba (559) 897-5631 (559) 897-2066 (F) fernando_dealba@dot.ca.gov	12,688,482	12/8/2015
546593	City of Palm Springs 3200 East Tahquitz Canyon Way Palm Springs, CA 92262-6959	PS 2015 Street Rehabilitation Contract No.: CP 15-01 Palm Springs, CA Pulverized, graded and paved 140 streets throughout the City of Palm Springs. 750,000 SF cold mill and asphalt overlay of arterial roads.	Marcus Fuller (760) 322-8380 Fax: N/A marcus.fuller@palm Springs.ca.gov	8,931,303	2/6/2015

GRANITE CONSTRUCTION COMPANY
 2015 Completed Jobs Greater than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Actual Completion Date
420855	City of Coachella 1515 6th Street Coachella, CA 92236	Avenue 52 and Grapefruit Boulevard Grade Separation Improvement Project Contract No.: 2009-18 City of Coachella, CA Construction of a bypass road with minor underground dry utilities, a new sewer, water main lines, curb and gutter with sidewalk, and a new bridge spanning over the existing roadway and Union Pacific Railroad Tracks. Also included construction of a cul-de-sac and demolition of 4 existing structures. Installation of a signalized intersection.	Nahro Saoud (949) 683-9557 Fax: N/A nsaoud@athalyeinc.com	23,428,854	12/16/2015
489940	City of Calexico 608 Heber Avenue Calexico, CA 92231-2840	Calexico International Airport Contract No.: 3-06-0034-016-2014 Calexico, CA Removed approximately 46,250 SY of runway asphalt. Saw cut full depth pavement and removed 6,264 CY of base course. 46,000 CY subgrade preparation and lime treatment. Spread surplus recycled material and applied 62 gallons of tack coat. Installed 12", 18" and 36" RCP pipe. Installed vee gutter, rip rap, and headwalls with flared wing walls. Raised runway/taxiway light to new finished grade.	Nick Servin (760) 768-2160 (760) 768-0992 (F) nservin@calexico.ca.gov	3,425,805	7/10/2015
539253	sPower 2749 Parley's Way Suite 310 Salt Lake City, UT 84109	Sierra Solar Greenworks LLC Contract No.: SC390049-17026-1 Lancaster, CA 20MW solar field – civil, pier, racking, trench & backfill scopes.	sPower (801) 6793-500 Fax: N/A Email: N/A	3,462,270	10/30/2015
494553	SBH, LLC One Sports Parkway Sacramento, CA 95834	Kings Arena Excavation Contract No.: 131268 Sacramento, CA Work consisted of approximately 110,000 CY of basement excavation and floor stabilization.	ICON Venue Group (Developer's Rep) (313) 796-2655 Fax: N/A Email: N/A	4,134,046	3/2/2015
538115	California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Highway 166 RHMA-O Overlay Contract No.: 05-1A3304 San Luis Obispo County & Santa Barbara County, CA Overlayed existing roadbed with Rubberized HMA (16,600 TN RHMA open graded), 1,000 LF guardrail, 1,310 TN shoulder backing, and striping.	Michael Lew, R. E. (805) 922-1611 Fax: N/A Email: N/A	3,456,597	12/9/2015
456033	Alaska Department of Transportation & Public Facilities PO Box 196900 Anchorage, AK 99519-6900	Homer East End Road to Old East End Road Contract No.: 0414(13)/53164&0001(472)/55261 Homer, AK Road rehabilitation, resurfacing, and safety improvements including construction of a pedestrian pathway. Included culvert replacement, drainage, signage, grading, guardrail, and striping. Quantities included 53,306 SY milling, 123,981 SY reclaiming, 1,597 pipe demolitions, 56,525 CY excavation, 89,897 SY geogrid/geotextile, 1,994 SF modular block wall, 2,064 LF culvert installation (24"-108"), 119,729 TN borrow A, 15,232 TN D-1, and 27,615 TN paving.	Laura Paul (907) 269-0463 (907) 243-5092 (F) laura.paul@alaska.gov	13,572,938	8/15/2015

GRANITE CONSTRUCTION COMPANY
 2015 Completed Jobs Greater than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Actual Completion Date
469777	Alaska Department of Transportation & Public Facilities PO Box 196900 Anchorage, AK 99519-6900	5th and 6th Avenue Pavement Preservation Contract No.: 00158/57835 & 001(502)/58003 Anchorage, AK Pavement preservation and resurfacing, upgrade of pedestrian facilities to meet ADA requirements, drainage improvements, milling, paving, ATRs, signing, striping, guardrail, and crack repair. Project included 270 utility adjustments, 93,900 SY pavement planing, 1,950 TN ATB, 13,250 TN hot mix asphalt (Type VH), 820 TN fiber reinforced hot mix asphalt (Type VF), 1,363 SY 4" concrete sidewalk, 120 EA curb ramps, 5,003 LF curb and gutter (Type I), 4,329 SF standard signs, 4 new Automatic Traffic Recorders, and refurbishment of 40 ATR Loops.	Jason Lamoreaux (907) 350-3625 (907) 243-5092 (F) jason.lamoreaux@alaska.gov	7,596,726	6/30/2015
407022	Tucson Airport Authority 7005 South Plumer Avenue Tucson, AZ 85756-6926	TAA Main Apron Reconstruction Contract No.: 10106429 Tucson, AZ Apron reconstruction, drainage, new concrete pavement, and utilities (water, sewer, jet fuel, electrical).	Mike Smejkal (520) 573-4856 (520) 573-8006 (F) msmejkal@flytucson.com	35,440,139	7/5/2015
468539	Arizona Public Service Company PO Box 355 MS 4901 Fruitland, NM 87416-0355	Ash Pond Closure at the Four Corners Power Plant Contract No.: 40642 Fruitland, NM Capping of Ash Pond 6 including earthwork, seepage piping and soil cement.	Rose M. Begay (505) 598-8311 (520) 598-8687 (F) rose.begay@aps.com	14,177,071	11/3/2015
526159	California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Kingvale PCC Gutter Contract No.: 03-4F3404 Truckee, CA Traffic control system, gravel bag berm, 6,900 CY roadway excavation, 8,020 LF perforated plastic pipe underdrain and 3,240 CY concrete gutter.	Randy Shellhorn, PE (530) 230-2725 Fax: N/A randy.shellhorn@dot.ca.gov	3,705,862	9/8/2015
569108	Atlantic Aviation Services 655 South Rock Boulevard Reno, NV 89502-4118	Atlantic Aviation Ramp Replacement Contract No.: N/A Reno, NV Paving and ramp replacement.	Kyle Linke (303) 403-1228 Fax: N/A Email: N/A	3,411,903	12/18/2015
458821	Nevada Department Of Transportation 1263 South Stewart Street Carson City, NV 89712-0001	I-80 Golconda Contract No.: 3559 Golconda, NV Mill and fill - 638,028 SY of cold milling, grind deck, guardrail, and striping.	David Schwartz, R.E. (775) 623-8070 (775) 623-0369 (F) dschwartz@dot.state.nv.us	10,105,446	5/10/2015
462140	Barrick Cortez Inc. PO Box 1020 Elko, NV 89803-1020	Area 34 Phase III HLP Project Contract No.: 322218/MSA Beowawe, NV Construction of heap leach pad, massive earthwork, and laying of pond liner.	Casey Lee, P.M. (775) 468-4863 Fax: N/A caseylee@barrick.com	7,943,103	5/15/2015

GRANITE CONSTRUCTION COMPANY
 2015 Completed Jobs Greater than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Actual Completion Date
491625	Tesla Motors, Inc. 3500 Deer Creek Road Palo Alto, CA 94304	Project Tiger Contract No.: N/A Sparks, NV Mass earthwork and grading.	Adrian Clarke (707) 689-6908 Fax: N/A adclarke@teslamotors.com	19,373,953	3/31/2015
521516	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Route 89 Cold in Place Recycling Contract No.: 03-3F6504 Truckee, CA Guardrail, 128,000 SY cold in-place recycling, asphalt dike, rock slope protection, pavement marking, and traffic monitoring station.	Jeff Johnson, P.E. (530) 632-6714 Fax: N/A Email: N/A	3,654,188	9/30/2015
538067	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84107-1430	I-15 Pine Creek Climbing Lanes Contract No.: 154502 Beaver County, UT ITS/ATMS: adding a lane/shoulder of I-15, 1/2" or 3/4" HMA, roadway excavation, and untreated base course.	N/A	5,234,337	8/31/2015
548055	American Fork City 51 East Main Street American Fork City, UT 84003-2381	Pavement Reconstruction Phase II Contract No.: N/A American Fork City, UT Milled the existing surface, excavated to the new grade elevation, installed sewer, water, and storm drain features, installed curb gutter, sidewalk, and asphalt. Striped the new road, landscaped the park strip and behind the sidewalk and installed signs and street lighting.	Scott Hendricks (801) 374-5711 (801) 374-5773 (F) shendricks@rbgengineering.com	3,021,744	12/3/2015
548356	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84107-1430	I-84 Roadway Preservation Contract No.: F-184-6(122)8 Hansel Valley, UT Project included rotomilling, BWC overlay, pavement marking tape, thermo pavement messages, UTB shouldering, and utility reconstructions.	Jace Mecham (801) 965-4101 Fax: N/A Email: N/A	3,479,138	8/23/2015
550966	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84107-1430	SR-107 Bridge Rehabilitation Contract No.: F-0107(11)4 Davis County, UT 107 bridge rehab consisted of hydro-demolition of the top 5.5" of the bridge deck and full depth deck removal over UTA/UPRR tracks. Placement of 1,077 CY of structural concrete including new deck sections, parapet, sidewalk, and joints. Minor items consisted of substructure bent/abutment repair, bridge jacking/bearing replacement, deck drain rehabilitation, methacrylate seal, and new pedestrian sidewalk with black vinyl coated fence.	Brady Roberts (435) 279-6001 Fax: N/A bproberts@utah.gov	3,319,684	10/4/2015

GRANITE CONSTRUCTION COMPANY
 2015 Completed Jobs Greater than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Actual Completion Date
465344	Bonneville Power Administration 7500 NE 41st Street Suite 200 Vancouver, WA 98662	Central Ferry/Lomo Substations Contract No.: 47-4-1717 & 1718 Pomeroy, WA Substation - earthwork, concrete foundations, fencing, drainage, ex/backfill for conduit, grid, and cable trench.	Charla Burke (360) 418-2000 Fax: N/A cmburke@bpa.gov	3,194,750	4/30/2015
550420	State of Washington Department of Transportation 1415 Pacific Drive Burlington, WA 98233-3123	Anderson Creek Culvert Replacement Contract No.: STPF-0542(038) Skagit County, WA Replacement of existing culvert with a 60' single span bridge. Involved excavation, lightweight concrete walls, precast hollow slab girder placement, and asphalt	Chris Damitio, P.E. (360) 788-7400 (360) 788-7425 (F) damitio@wsdot.wa.gov	4,836,160	10/15/2015
554739	Clark County 1300 Franklin Street Vancouver, WA 98660-2865	2015 Clark County Overlays Contract No.: 342322 Clark County, WA Overlay, 52,500 TN asphalt paving, cement treating, grading, pavement repairs, minor electrical loops, and school flashers.	Isaac McConnell (360) 635-1715 Fax: N/A isaac.mcconnell@clark.wa.gov	7,997,727	11/6/2015
477993	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-7420	Northeast 117th Street to SR 104 Contract No.: 8633 / NHPP-0005(012) Seattle, WA Replaced 276 cement concrete panels. Diamond ground 235,000 SY cement concrete roadway which generated 3 million gallons of concrete slurry. Setup and operated slurry solids separation facility to manage concrete slurry.	John Chi / David Lindberg (425) 225-8740 Fax: N/A chij@wsdot.wa.gov lindbed@wsdot.wa.gov	10,179,644	11/5/2015
480604	Tesoro Refining and Marketing PO Box 599701 San Antonio, TX 78259-9701	EVT Tesoro Truck Rack Contract No.: 4502084325 Anacortes Refinery, WA Excavation, embankment, drilling, concrete foundations, drainage, and paving.	N/A	4,456,638	10/9/2015
205599	USACE Sacramento District 1325 J Street Room 878 Sacramento, CA 95814-2928	Folsom Dam Auxiliary Spillway Contract No.: W91238-10-C-0038 Folsom, CA Construction of a concrete gravity dam containing six submerged tainter gates. The work included the excavation to final grade for the control structure and a portion of the approach channel upstream of the control structure, preparation of the foundation beneath the control structure (including drainage and seepage controls), and 115,000 CY of mass concrete and reinforced concrete placement. Other elements included the supply and installation of six radial-arm tainter gates, hydraulic gate cylinders, hydraulic operating equipment and instrumentation, and a rock reinforcement system consisting of rock bolts, rock anchors, soil anchors, wire mesh and fabric, mine strapping, and shotcrete. We utilized concrete batch plants with twin 12-CY drum mixers for onsite concrete production. The 3" maximum size aggregate mixes required for mass concrete were placed using high-speed conveyor systems, including both a Rotec CC-200 CreterCrane and Rotec post-mounted swinger (PMS) placing unit.	Matthew P. Hancsarik, USACE (916) 557-6933 Fax: N/A Email: N/A	249,075,071	8/1/2015

GRANITE CONSTRUCTION COMPANY
 2015 Completed Jobs Greater than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Actual Completion Date
475611	Kennecott Utah Copper 8362 West 10200 South Bingham Canyon, UT 84006-1197	UPP Repowering Contract No.: 3101346703 Kennecott Utah Power Plant This phase, phase 2 of the UPP Repowering Project, was the civil excavation and installation of the main turbine and generator foundations. This required excavation of a hill side, construction of structural fill in an MSE wall, supporting roadways, site storm water drainage, and the structural concrete foundation installation. This project was completed with a safety near miss/incident rate of 0 and was awarded a safety award by Rio Tinto's global safety program.	Jason Hill (801) 569-8442 Fax: N/A jasonhill@riotinto.com	3,920,991	2/17/2015
504695	Kennecott Utah Copper 8362 West 10200 South Bingham Canyon, UT 84006-1197	M5 Conveyor Protection Contract No.: N/A Kennecott Utah Power Plant The scope of work was to place 1,100' of pre-assembled steel tunnel/bridge sections over a running conveyor belt. The tunnel sections sit on a concrete footing where over 1,500 CY of concrete is placed. After the tunnel sections were set the bridge was covered with 150,000 TN of imported A1B material and 80,000 TN of mine waste rock material. Since the conveyor was on a narrow mine shelf, 43,000 SF of MSE wall was needed to keep the fill in place.	N/A	9,460,193	4/17/2015
515901	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84114	SR-108; Antelope Interchange Contract No.: S-0108(31)0 SR-108 in UT This project consisted of adding new traffic signals at 5 different intersections, various electrical work, and substantial sign package that includes several smaller road signs along with four new large overhead signs. Additionally, there was some widening done along Antelope Drive that got new 42" cast-in-place constant slope barrier. The structure over I-15 was rehabbed (scraped existing deck, parapet seal, pothole patching, and waterproof membrane) and repaved. New storm drain and boxes were installed throughout the project along with various flatwork through the length of the project. After all of these items of work were completed, the job got a 2.5" rotomill with a 1.5" HMA and 1" of BWC on top.	Kurt Miller (801) 293-8880 Fax: N/A Email: N/A	5,390,481	12/4/2015
487602	Tesoro Logistics Operations LLC PO Box 599701 San Antonio, TX 78259-9701	FGR Pipe Rack Contract No.: 4502098354 Salt Lake City, UT Project included installation of all structural foundations for Tesoro's Fuel Gas Recovery Unit and pipe rack.	N/A	6,224,431	12/17/2015
533024	Kittitas County Public Works 411 North Ruby Street Suite 1 Ellensburg, WA 98926	Teanaway Road Improvements Contract No.: RC 1560B-1 Kittitas County, WA Intersection improvements, bridge railing retrofit, guardrail construction, pavement overlay, road widening, paving, and associated work.	Mike Zabansky (509) 962-7523 (509) 962-7663 (F) Mike.Zabransky@co.kittitas.wa.us	3,415,522	6/15/2015

GRANITE CONSTRUCTION COMPANY
2015 Completed Jobs Greater than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available).	Contract Amount	Actual Completion Date
544966	City of Coachella 1515 6th Street Coachella, CA 92236-1713	Coachella Avenue 54 Road Rehab Contract No.: ST-21-2010-11-13 Coachella, CA Street rehabilitation project which included the removal of the existing street and installing new waterline, curb and gutter, sidewalk, and median island. Base, Pave, install new street lights and restripe. Also included removal and replacement of a Coachella Valley Water District irrigation line, minor landscaping, and signal relocation.	Jonathan Hoy (760) 398-5744 (760) 262-6253 jhoy@coachella.org	3,069,035	12/31/2015

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

RESOLVED, that, effective January 1, 2016 through December 31, 2016, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$25 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective January 1, 2016 through December 31, 2016, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, Richard A. Watts, do hereby certify that I am duly qualified as Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective December 11, 2015 by unanimous written consent of the Executive Committee of the Board of Directors, held without a meeting in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: June 27, 2016


Richard A. Watts



EXHIBIT 1**AUTHORIZED SIGNERS**

**Granite Construction Company
Central California Region
Santa Barbara Area**

AUTHORIZED SIGNERS

**Richard Scott McArthur, Area Manager
Robert Gregg, Construction Manager
Brian Larinan, Chief Estimator**

ATTESTORS

**Richard Scott McArthur, Area Manager
Robert Gregg, Construction Manager
Brian Larinan, Chief Estimator
Dianne Carlisle, Estimating Assistant
Shirley Meagher, Office Administrator
Shelley D. Beutel, Custom Jobs Administrator
Susan Corkhill, Senior Administrative Assistant**

EXHIBIT 2

AUTHORIZED SIGNERS
Granite Construction Company
California Group

AUTHORIZED SIGNERS
Jim Radich, VP Coastal Region
Michael Tatusko, VP Valley Region
Bruce McGowan, VP Central California Region
David A. Donnelly, VP San Diego Region
Brad J. Williams, VP Desert Cities Region

Procurement & Project Management

305 West Third Street, 2nd Fl., East Wing
Oxnard, CA 93030
(805) 200-5289
www.oxnard.org

****BID OPENING CHANGE******August 15, 2016**

ADDENDUM # 1
SPECIFICATION NO. UD14-02
BID OPEN DATE: Wednesday, August 24, 2016

To All Bidders of Record:

Acknowledge receipt of this addendum by enclosing one signed copy of this addendum with your bid document. Failure to do so may subject bidder to disqualification. This addendum form is part of the bid documents. It modifies them as follows:

- What is the percentage goal for Minority Disadvantage Business Enterprise?

4%

Addendum # 1 received: Date: AUGUST 16, 2016

GRANITE CONSTRUCTION COMPANY
Company

[Signature]
Authorized Signature

BRUCE MCGOWAN, VP CENTRAL CALIFORNIA REGION 805 964-9951
Name and Title, Typed

5335 DEBBIE LANE
Address of Company

SANTA BARBARA CA 93111
City State Zip Code

Telephone Number, Including Area Code



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Establishment Search Results

Establishment	Date Range	Office	State
Granite Construction Company	08/29/2011 to 08/29/2016	all	all

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in italic. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Sort By: [Date](#) | [Name](#) | [Office](#) | [State](#)[Return to Search](#)

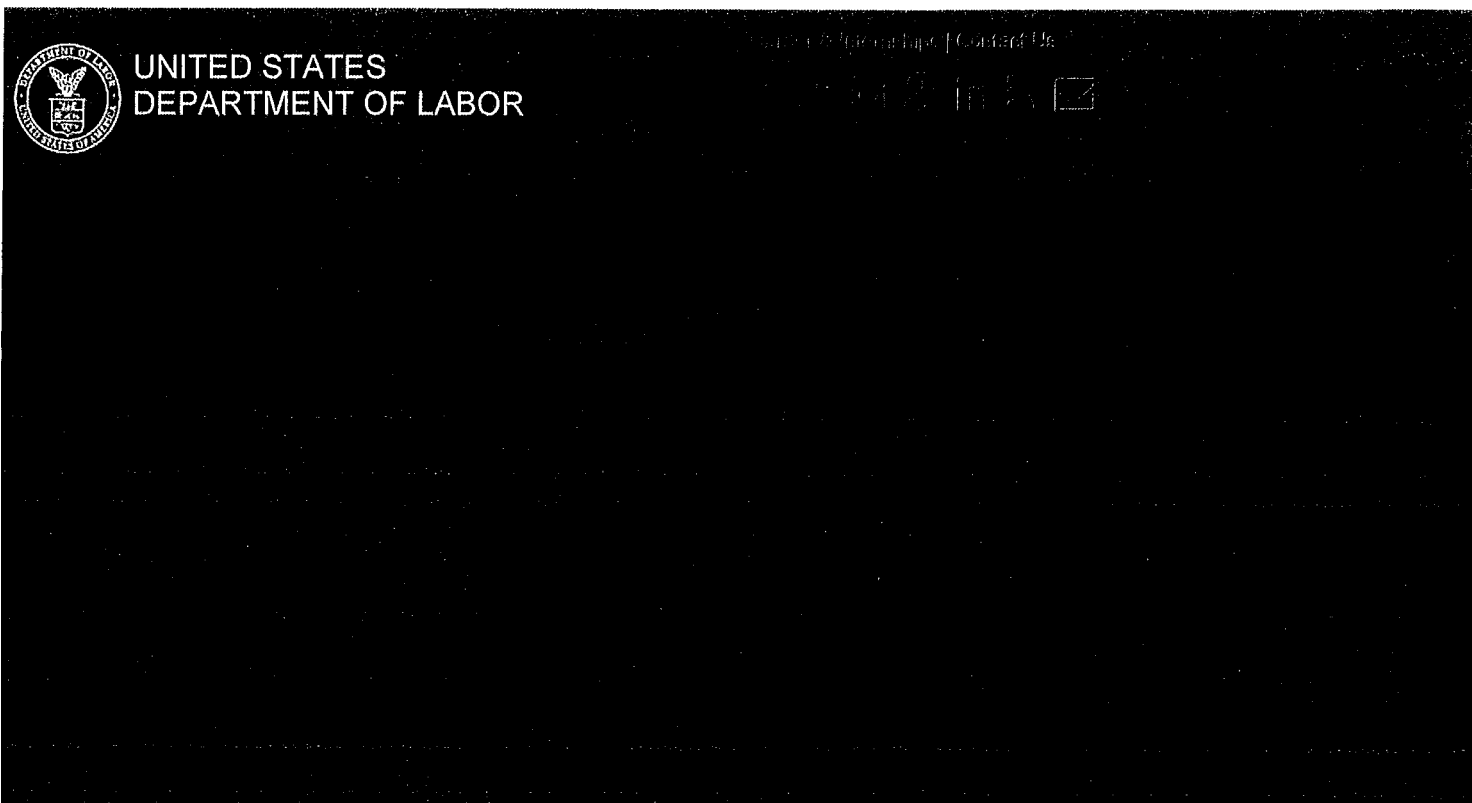
By Date

Results 1 - 20 of 69

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#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name	
☐	1	<i>1160352.015</i>	07/06/2016	0950633	CA	Accident	Partial	237310		Granite Construction Company	
☐	2	<i>1159630.015</i>	07/01/2016	0950651	CA	Referral	Partial	212321		Granite Construction Company	
☐	3	1156930.015	06/21/2016	1055310	WA	Planned	Partial	237990		Granite Construction Company	
☐	4	<i>1152687.015</i>	05/31/2016	0950643	CA	Accident	Partial	237310		Granite Construction Company	
☐	5	1150026.015	05/24/2016	0950652	CA	Planned	No Insp/Process Inactive	324121		Granite Construction Company	
☐	6	<i>1147259.015</i>	05/13/2016	0950651	CA	Planned	Complete	212321		Granite Construction Company	
☐	7	1143003.015	04/18/2016	0950653	CA	Planned	No Insp/Process Inactive	212321		Granite Construction Company	
☐	8	<i>1139736.015</i>	04/13/2016	0950651	CA	Planned	Partial	212321		Granite Construction Company	
☐	9	1127618.015	02/24/2016	0950653	CA	Planned	Partial	212321		Granite Construction Company	
☐	10	1115384.015	12/30/2015	0950652	CA	Planned	Complete	212321		Granite Construction Company	
☐	11	1115612.015	12/29/2015	0950651	CA	Planned	No Insp/Process Inactive	212321		Granite Construction Company	
☐	12	1111863.015	11/24/2015	1055330	WA	Planned	Partial	237990		Granite Construction Company	
☐	13	<i>1108572.015</i>	11/24/2015	0950651	CA	Planned	Complete	212321	1	Granite Construction Company	

#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name	
☐ 14	1106642.015	11/16/2015	0950652	CA	Planned	Complete		212321		Granite Construction Company	K.2.c
☐ 15	1102825.015	10/29/2015	0950621	CA	Accident	Partial		237310	2	Granite Construction Company	
☐ 16	1099339.015	10/15/2015	0950652	CA	Planned	Complete		212313		Granite Construction Company	
☐ 17	1097698.015	10/09/2015	0950633	CA	Referral	Partial		237310	2	Granite Construction Company	
☐ 18	1084746.015	08/10/2015	0950612	CA	Planned	Partial		238110	1	Granite Construction Company	
☐ 19	1082632.015	07/30/2015	0950652	CA	Planned	Complete		212312		Granite Construction Company	
☐ 20	1058114.015	04/22/2015	0950653	CA	Planned	No Insp/Process Inactive		212321		Granite Construction Company	





Q

Inspection Information - Office: Ca Chico-Min/Tunnel

Nr: 1159630.015 Report ID: 0950651 Open Date: 07/01/2016
 Granite Construction Company
 37400 S Bird Rd
 Tracy, CA 95304 Union Status: Union
 SIC:
 NAICS: 212321/Construction Sand and Gravel Mining
 Mailing: Po Box 15287, Sacramento, CA 95851

Inspection Type: Referral
 Scope: Partial Advanced Notice: N
 Ownership: Private
 Safety/Health: Safety Close Conference: 07/13/2016
 Emphasis: S:Mining Close Case:
 Related Activity: Type ID Safety Health
 Referral 1108751 Yes
 Referral 1108751 Yes

Case Status: OPEN**Case Status: CLOSED****Inspection: 1156930.015 - Granite Construction Company****Inspection Information - Office: Washington Region 1**

Nr: 1156930.015 Report ID: 1055310 Open Date: 06/21/2016
 Granite Construction Company
 116th Street Ne X I-5wadot Tulalip Bridge
 Replaceme Union Status: NonUnion
 Marysville, WA 98271
 SIC:

NAICS: 237990/Other Heavy and Civil Engineering Construction
 Mailing: Attn Marcee Endacottpo Box 50085, Watsonville, CA 95077
 Inspection Type: Planned
 Scope: Partial Advanced Notice: N
 Ownership: Private
 Safety/Health: Safety Close Conference: 06/21/2016
 Emphasis: S:Constr, P:Constr Close Case: 06/21/2016

Case Status: CLOSED**Case Status: OPEN**

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1152687.015 - Granite Construction Company**Inspection Information - Office: Ca Van Nuys**

Nr: 1152687.015 Report ID: 0950643 Open Date: 05/31/2016
 Granite Construction Company
 Hwy 18 And Hwy 138
 .Jano, CA 93544 Union Status: Union
 SIC:

NAICS: 237310/ Highway, Street, and Bridge Construction

ps://www.osha.gov/pls/imis/establishment.inspection_detail?id=1160352.015&id=1159630.015&id=115... 8/29/2016

Scope: Partial Advanced Notice: N
Ownership: Private
Safety/Health: Safety
Close Conference:
Close Case:
Related Activity: Type ID Safety Health
Accident 1092897
Complaint 1092898

K.2.c

Case Status: OPEN

Case Status: CLOSED

Inspection: 1150026.015 - Granite Construction Company

Inspection Information - Office: Ca Van Nuys-Min/Tunn

Nr: 1150026.015 Report ID: 0950652 Open Date: 05/24/2016

Granite Construction Company

400 South Hwy 101

Buellton, CA 93427

SIC:

NAICS: 324121/Asphalt Paving Mixture and Block Manufacturing

Mailing: 400 South Hwy 101, Buellton, CA 93427

Inspection Type: Planned

Scope: No Insp/Process Inactive Advanced Notice: N

Ownership: Private

Safety/Health: Safety Close Conference: 05/24/2016

Emphasis: P:Tunnel, S:Tunnel Close Case: 05/24/2016

Case Status: CLOSED

Case Status: OPEN

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1147259.015 - Granite Construction Company

Inspection Information - Office: Ca Chico-Min/Tunnel

Nr: 1147259.015 Report ID: 0950651 Open Date:
05/13/2016

Granite Construction Company

4291 Bradshaw Rd

Sacramento, CA 95827

SIC:

NAICS: 212321/Construction Sand and Gravel Mining

Mailing: Po Box 15287, Sacramento, CA 95851

Inspection Type: Planned

Scope: Complete Advanced Notice: N

Ownership: Private

Safety/Health: Safety Close Conference: 08/03/2016

Emphasis: P:Tunnel, S:Tunnel Close Case:

Case Status: OPEN

Case Status: CLOSED

Inspection: 1143003.015 - Granite Construction Company

Nr: 1143003.015 Report ID: 0950653 Open Date: 04/18/2016

K.2.c

Granite Construction Company

Shell Canyon Road

Ocotillo, CA 92259

Union Status: NonUnion

SIC:

NAICS: 212321/Construction Sand and Gravel Mining

Mailing: 2095 Hwy. 111, El Centro, CA 92243

Inspection Type: Planned

Scope: No Insp/Process Inactive

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 04/18/2016

Emphasis: S:Mining, P:Mining

Close Case: 05/10/2016

Case Status: CLOSED**Case Status: OPEN**

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1139736.015 - Granite Construction Company**Inspection Information - Office: Ca Chico-Min/Tunnel**

Nr: 1139736.015 Report ID: 0950651

Open Date:

04/13/2016

Granite Construction Company

38940 Hwy 33

Coalinga, CA 93210

Union Status: Union

SIC:

NAICS: 212321/Construction Sand and Gravel Mining

Mailing: 2716 Granite Ct, Fresno, CA 93706

Inspection Type: Planned

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference:

Emphasis: P:Tunnel, S:Tunnel

Close Case:

Case Status: OPEN**Case Status: CLOSED****Inspection: 1127618.015 - Granite Construction Company****Inspection Information - Office: Ca San Bern M&T**

Nr: 1127618.015 Report ID: 0950653

Open Date:

02/24/2016

Granite Construction Company

38000 Monroe St.

Indio, CA 92203

Union Status: Union

SIC:

NAICS: 212321/Construction Sand and Gravel Mining

Mailing: 38000 Monroe St., Indio, CA 92203

Inspection Type: Planned

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 02/24/2016

Emphasis: P:Tunnel, S:Tunnel

Close Case: 02/25/2016

Case Status: CLOSED

K.2.c

Inspection: 1115384.015 - Granite Construction Company

Inspection Information - Office: Ca Van Nuys-Min/Tunn

Nr: 1115384.015 Report ID: 0950652 Open Date: 12/30/2015
Granite Construction Company
7010 East Ave T
Littlerock, CA 93543 Union Status: NonUnion
SIC:
NAICS: 212321/Construction Sand and Gravel Mining
Mailing: 213 Columbia Way, Lancaster, CA 93535
Inspection Type: Planned
Scope: Complete Advanced Notice: N
Ownership: Private
Safety/Health: Safety Close Conference: 01/08/2016
Emphasis: P:Tunnel, S:Tunnel Close Case: 01/08/2016

Case Status: CLOSED

Case Status: CLOSED

Inspection: 1115612.015 - Granite Construction Company

Inspection Information - Office: Ca Chico-Min/Tunnel

Nr: 1115612.015 Report ID: 0950651 Open Date: 12/29/2015
Granite Construction Company
4291 Bradshaw Rd
Sacramento, CA 95827 Union Status: Union
SIC:
NAICS: 212321/Construction Sand and Gravel Mining
Mailing: Po Box 15287, Sacramento, CA 95851
Inspection Type: Planned
Scope: No Insp/Process Inactive Advanced Notice: N
Ownership: Private
Safety/Health: Safety Close Conference: 12/29/2015
Emphasis: P:Tunnel, S:Tunnel Close Case: 12/31/2015

Case Status: CLOSED

Case Status: CLOSED

Inspection: 1111863.015 - Granite Construction Company

Inspection Information - Office: Washington Region 3

Nr: 1111863.015 Report ID: 1055330 Open Date: 11/24/2015
Granite Construction Company
2768 Nw Bucklin Hill Rd
Silverdale, WA 98383 Union Status: Union
SIC:
NAICS: 237990/Other Heavy and Civil Engineering Construction
Mailing: Attn Marcee Endacott po Box 50085, Watsonville, CA 95077
Inspection Type: Planned
Scope: Partial Advanced Notice: N
Ownership: Private
Safety/Health: Safety Close Conference: 12/10/2015
Emphasis: P:Constr, S:Constr Close Case: 12/10/2015

os://www.osha.gov/pls/imis/establishment.inspection_detail?id=1160352.015&id=1159630.015&id=115... 8/29/2016

Packet Pg. 175

Case Status: VIOLATIONS UNDER CONTEST

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1108572.015 - Granite Construction Company**Inspection Information - Office: Ca Chico-Min/Tunnel**

Nr: 1108572.015 Report ID: 0950651 Open Date: 11/24/2015

Granite Construction Company
37400 S Bird Rd
Tracy, CA 95304 Union Status: Union

SIC:
NAICS: 212321/Construction Sand and Gravel Mining
Mailing: 10500 S Harlan Rd, French Camp, CA 95231

Inspection Type: Planned
Scope: Complete Advanced Notice: N
Ownership: Private
Safety/Health: Safety Close Conference: 02/05/2016
Emphasis: P:Tunnel, S:Tunnel Close Case:

Case Status: VIOLATIONS UNDER CONTEST**Violation Summary**

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				1		1
Current Violations				1		1
Initial Penalty				\$335		\$335
Current Penalty				\$335		\$335
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Other	3314(G)(2)(A)	02/26/2016	03/26/2016	\$335	\$335	\$0	03/21/2016	-

Case Status: CLOSED**Inspection: 1106642.015 - Granite Construction Company****Inspection Information - Office: Ca Van Nuys-Min/Tunn**

Nr: 1106642.015 Report ID: 0950652 Open Date: 11/16/2015

Granite Construction Company
21541 E Bear Mountain Blvd
Arvin, CA 93203 Union Status: Union

SIC:
NAICS: 212321/Construction Sand and Gravel Mining
Mailing: P.O. Box 5127, Bakersfield, CA 93388

Inspection Type: Planned
Scope: Complete Advanced Notice: N
Ownership: Private
Safety/Health: Safety Close Conference: 12/17/2015

ps://www.osha.gov/pls/imis/establishment.inspection_detail?id=1160352.015&id=1159630.015&id=115... 8/29/2016

Case Status: VIOLATIONS UNDER CONTEST

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1102825.015 - Granite Construction Company**Inspection Information - Office: Ca Sacramento**

Nr: 1102825.015 Report ID: 0950621 Open Date:
10/29/2015

Granite Construction Company

Milepost 70.3, Hwy 1

Fort Bragg, CA 95437

Union Status: Union

SIC:

NAICS: 237310/ Highway, Street, and Bridge Construction

Mailing: 1324 South State St, Ukiah, CA 95482

Inspection Type: Accident

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 02/04/2016

Close Case:

Related Activity: Type

ID

Safety

Health

Accident

1030771

Case Status: VIOLATIONS UNDER CONTEST**Violation Summary**

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	2					2
Current Violations	2					2
Initial Penalty	\$18,000					\$18,000
Current Penalty	\$18,000					\$18,000
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Serious	1509(A)	02/11/2016		\$9,000	\$9,000	\$0	03/04/2016	-
2.	02001	Serious	1592(E)	02/11/2016		\$9,000	\$9,000	\$0	03/04/2016	-

Case Status: CLOSED**Inspection: 1099339.015 - Granite Construction Company****Inspection Information - Office: Ca Van Nuys-Min/Tunn**

Nr: 1099339.015 Report ID: 0950652 Open Date:
10/15/2015

Granite Construction Company

5600 Highway 76

Fallbrook, CA 92028

Union Status: Union

SIC:

NAICS: 212313/Crushed and Broken Granite Mining and Quarrying

ps://www.osha.gov/pls/imis/establishment.inspection_detail?id=1160352.015&id=1159630.015&id=115...

8/20/2016

Scope: Complete Advanced Notice: N
 Ownership: Private
 Safety/Health: Safety Close Conference: 10/15/2015
 Emphasis: P:Tunnel, S:Tunnel Close Case: 12/02/2015

K.2.c

Case Status: CLOSED

Case Status: CLOSED

Inspection: 1097698.015 - Granite Construction Company

Inspection Information - Office: Ca San Bernardino

Nr: 1097698.015 Report ID: 0950633 Open Date:
10/09/2015

Granite Construction Company
 Corner Of Avenue 54th And Harrison St.
 Coachella, CA 92236 Union Status: Union

SIC:
 NAICS: 237310/ Highway, Street, and Bridge Construction
 Mailing: 38000 Monroe St., Indio, CA 92203

Inspection Type: Referral
 Scope: Partial Advanced Notice: N
 Ownership: Private
 Safety/Health: Safety Close Conference: 11/24/2015
 Close Case: 03/09/2016
 Related Activity: Type ID Safety Health
 Referral 1027843 Yes
 Referral 1027843 Yes

Case Status: CLOSED

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1			1		2
Current Violations				2		2
Initial Penalty	\$6,750			\$560		\$7,310
Current Penalty				\$2,150		\$2,150
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Other	3395(I)	11/24/2015		\$150	\$560	\$0		I - Informal Settlement
2.	02001	Other	3395(D)	11/24/2015		\$2,000	\$6,750	\$0		I - Informal Settlement

Case Status: CLOSED

Inspection: 1084746.015 - Granite Construction Company

Inspection Information - Office: Ca San Jose

Nr: 1084746.015 Report ID: 0950612 Open Date:
08/10/2015

Granite Construction Company
 13770 Center St., Suite 108
 Carmel Valley, CA 93924 Union Status: Union

https://www.osha.gov/pls/imis/establishment.inspection_detail?id=1160352.015&id=1159630.015&id=115... 8/29/2016

Inspection Detail

Mailing: 11171 Palm Center Dr., Rancho Cordova, CA 95670

K.2.c

Inspection Type: Planned
 Scope: Partial Advanced Notice: N
 Ownership: Private
 Safety/Health: Safety Close Conference: 10/01/2015
 Emphasis: P:Permit, S:Permit Close Case: 03/24/2016

Case Status: CLOSED

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				1		1
Current Violations				1		1
Initial Penalty				\$1,000		\$1,000
Current Penalty				\$750		\$750
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Other	341(C)(1)(A)	10/02/2015		\$750	\$1,000	\$0		I - Informal Settlement

Case Status: CLOSED

Inspection: 1082632.015 - Granite Construction Company

Inspection Information - Office: Ca Van Nuys-Min/Tunn

Nr: 1082632.015 Report ID: 0950652 Open Date: 07/30/2015
 Granite Construction Company
 Highway 154 At Bradbury Dam Union Status: Union
 Santa Ynez, CA 93460
 SIC:
 NAICS: 212312/Crushed and Broken Limestone Mining and Quarrying
 Mailing: P.O. Box 6744, Santa Barbara, CA 93160
 Inspection Type: Planned
 Scope: Complete Advanced Notice: N
 Ownership: Private
 Safety/Health: Safety Close Conference: 07/30/2015
 Emphasis: S:Tunnel, P:Tunnel Close Case: 08/06/2015

Case Status: CLOSED

Case Status: CLOSED

Inspection: 1058114.015 - Granite Construction Company

Inspection Information - Office: Ca San Bern M&T

Nr: 1058114.015 Report ID: 0950653 Open Date: 04/22/2015
 Granite Construction Company
 End Of 5 Bridges Roadj/N Of Us 395 & Us 6 Split Union Status: Union
 Bishop, CA 93515
 SIC:
 NAICS: 212321/Construction Sand and Gravel Mining
 Mailing: P.O. Box 1238, Bishop, CA 93515

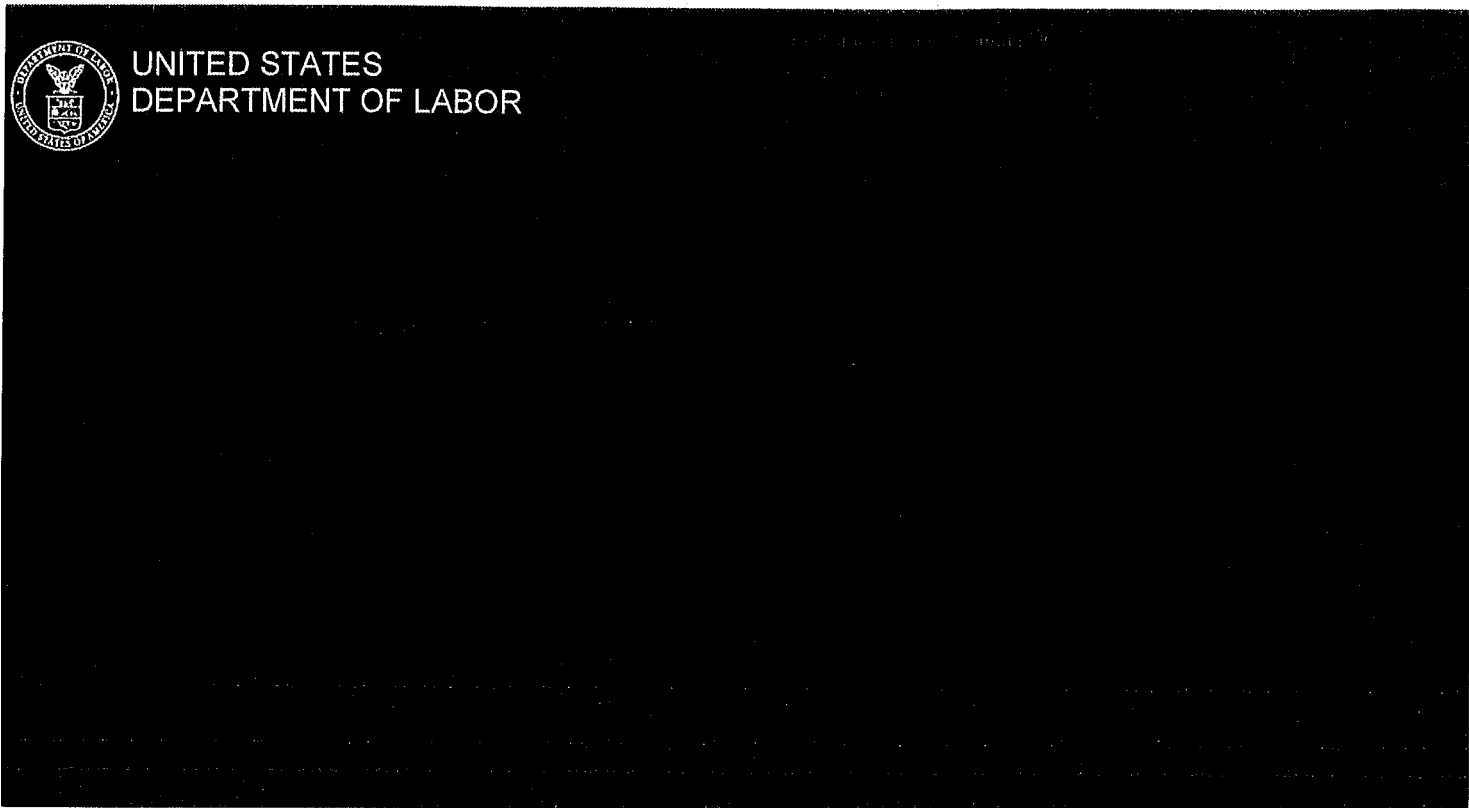
https://www.osha.gov/pls/imis/establishment.inspection_detail?id=1160352.015&id=1159630.015&id=115... 8/29/2016

Ownership: Private
Safety/Health: Safety
Emphasis: S:Tunnel, P:Tunnel

Close Conference: 04/22/2015
Close Case: 04/27/2015

K.2.c

Case Status: CLOSED





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Establishment Search

Reflects inspection data through 08/26/2016

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a specified inspection or inspections within a specified SIC.

Note: Please read important information below regarding interpreting search results before using.

Search By:

Your Establishment search returned 0 results.Establishment

State

All States



Fed & State



OSHA Office

All Offices



Case Status

☒ All☐ Closed☐ Open

Violation Status

☒ All☐ With Violations☐ Without Violations

Inspection Date

Start Date

August



29



2011



End Date

August



29



2016



Submit

Reset

Can't find it?

[Wildcard use %](#)[Basic Establishment Search Instructions](#)[Advanced Search Syntax](#)

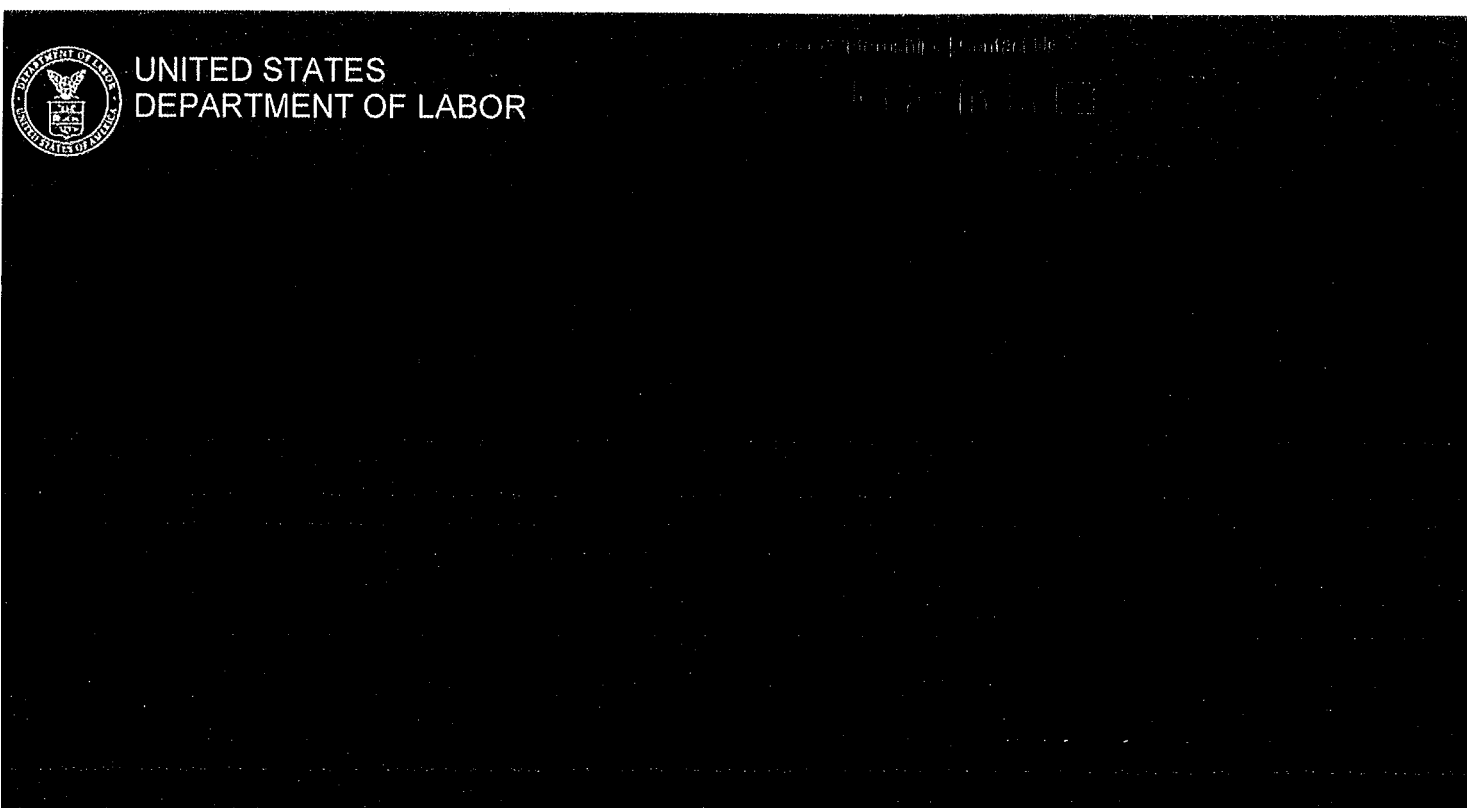
NOTE TO USERS

by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

K.2.c

The source of the information in the IMIS is the local federal or state office in the geographical area where the activity occurred. Information is entered as events occur in the course of agency activities. Until cases are closed, IMIS entries concerning specific OSHA inspections are subject to continuing correction and updating, particularly with regard to citation items, which are subject to modification by amended citations, settlement agreements, or as a result of contest proceedings. **THE USER SHOULD ALSO BE AWARE THAT DIFFERENT COMPANIES MAY HAVE SIMILAR NAMES AND CLOSE ATTENTION TO THE ADDRESS MAY BE NECESSARY TO AVOID MISINTERPRETATION.**

The Integrated Management Information System (IMIS) is designed and administered as a management tool for OSHA to help it direct its resources. When IMIS is put to new or different uses, the data should be verified by reference to the case file and confirmed by the appropriate federal or state office. Employers or employees who believe a particular IMIS entry to be inaccurate, incomplete or out-of-date are encouraged to contact the OSHA field office or state plan agency which originated the entry.





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Establishment Search

reflects inspection data through 08/26/2016

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Search By:

Your Establishment search returned 0 results.Establishment

State

☐ Fed & State

OSHA Office



Case Status

☒ All ☐ Closed ☐ Open

Violation Status

☒ All ☐ With Violations ☐ Without Violations

Inspection Date

Start Date



End Date



Can't find it?

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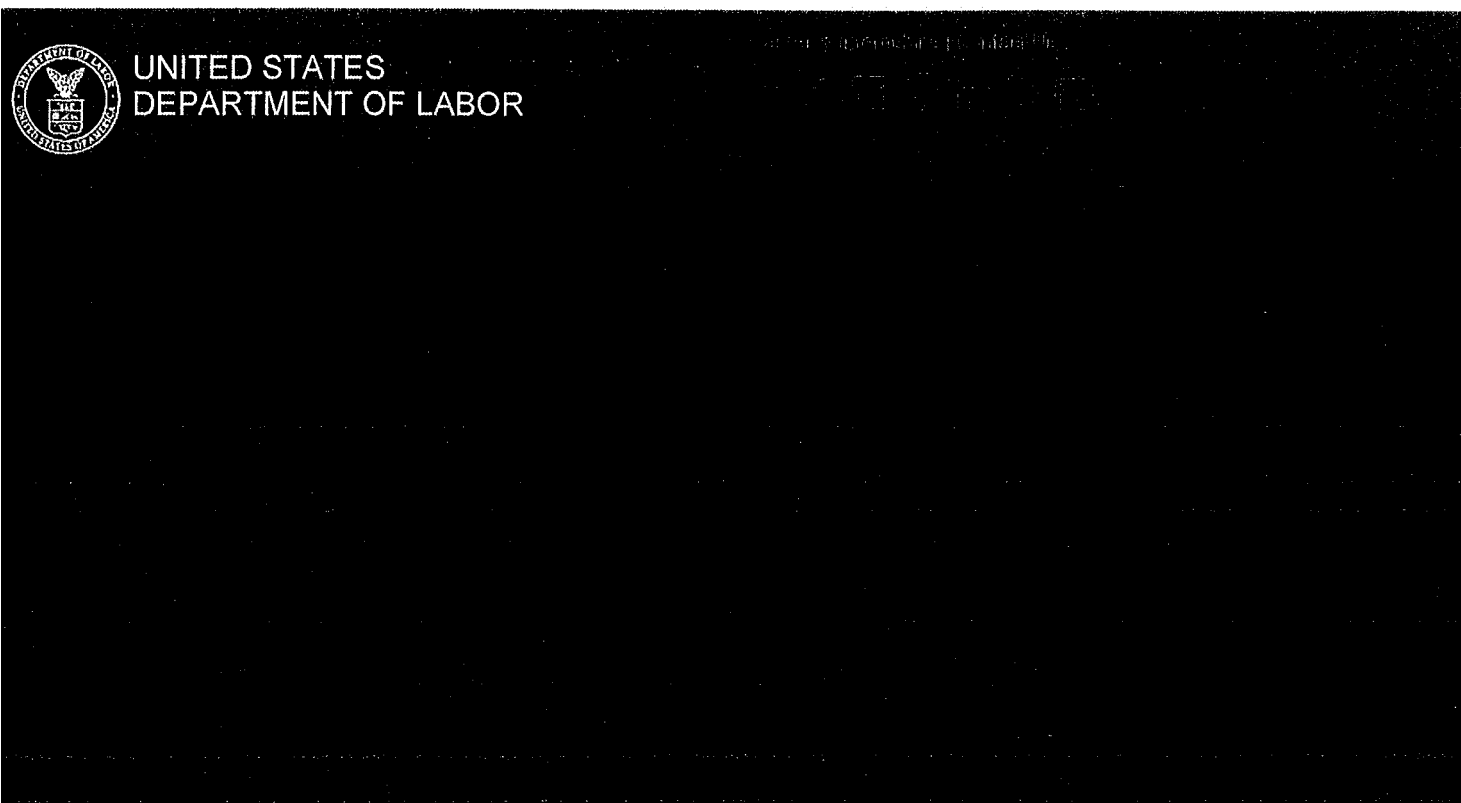
NOTE TO USERS

https://www.osha.gov/pls/imis/establishment.html?p_message=2&establishment=Lindys%20Cold%20Plan... 8/29/2016

by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

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Establishment Search

Reflects inspection data through 08/26/2016

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a specified inspection or inspections within a specified SIC.

Note: Please read important information below regarding interpreting search results before using.

Search By:

Your Establishment search returned 0 results.

Establishment

State



OSHA Office



Case Status

☒ All

☐ Closed

☐ Open

Violation Status

☒ All

☐ With Violations

☐ Without Violations

Inspection Date

Start Date



End Date



Can't find it?

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by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

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Establishment Search Results

Establishment	Date Range	Office	State
Austin Enterprise	08/29/2011 to 08/29/2016	all	all

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in italic. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Sort By: [Date](#) | [Name](#) | [Office](#) | [State](#)

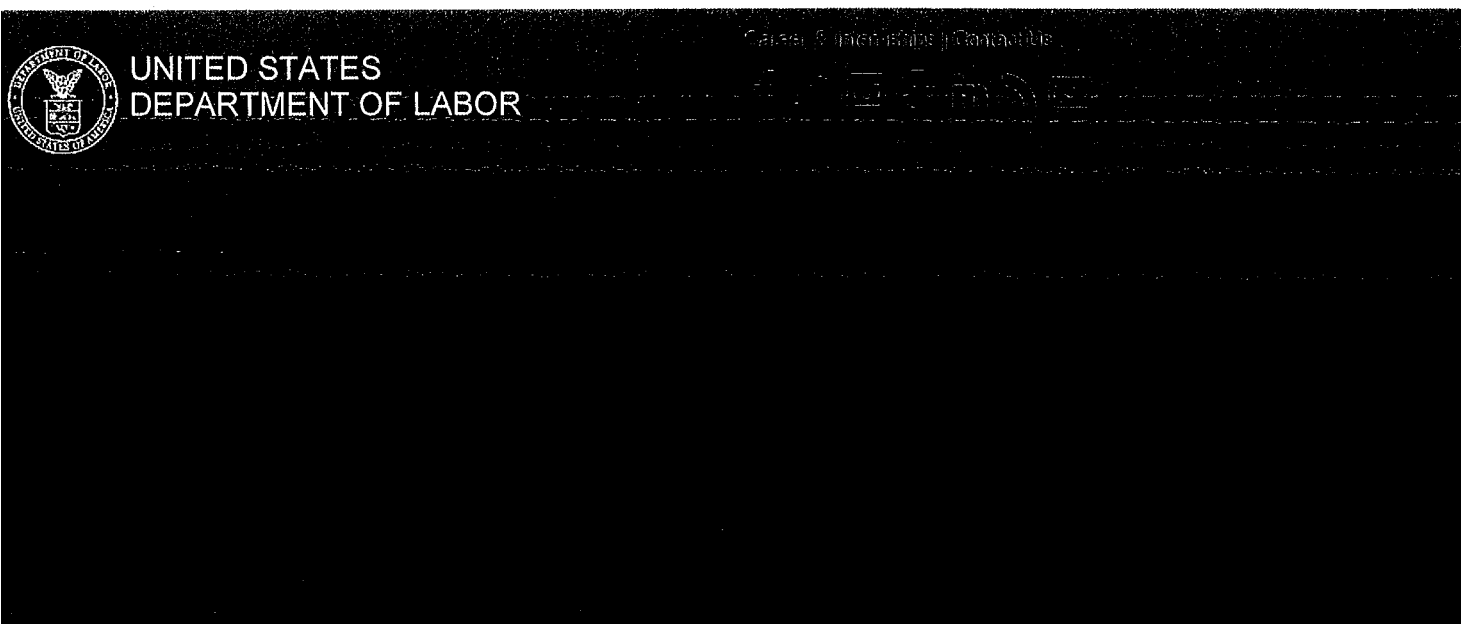
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Results 1 - 1 of 1

by Date

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#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name	
☐	1	316724806	08/22/2013	0950625	CA	Referral	Partial	1611	237310	1	Austin Enterprise





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Inspection Detail

Inspection: 316724806 - Austin Enterprise

Inspection Information - Office: Ca Fresno

Nr: 316724806 Report ID: 0950625 Open Date: 08/22/2013

Austin Enterprise

Hwy 198 & Plaza Drive

Visalia, CA 93277

Union Status: NonUnion

SIC: 1611/Highway and Street Construction, Except Elevated Highways

NAICS: 237310/ Highway, Street, and Bridge Construction

Mailing: P.O. Box 81926, Bakersfield, CA 93380

Inspection Type:	Referral	Advanced Notice:	N
Scope:	Partial		
Ownership:	Private		
Safety/Health:	Health	Close Conference:	01/21/2014
		Close Case:	04/24/2014
Related Activity:	Type	ID	Safety Health
	Referral	201082567	Yes Yes

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				1		1
Current Violations				1		1
Initial Penalty				\$195		\$195
Current Penalty				\$195		\$195
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Other	3395 F03	01/23/2014	01/28/2014	\$195	\$195	\$0		-



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8/29/2016

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Contractor's License Detail for License # 89

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Under B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

GRANITE CONSTRUCTION COMPANY
P O BOX 50085
ATTN: LEGAL DEPT
WATSONVILLE, CA 95077-5085
Business Phone Number:(831) 724-1011

Entity Corporation
Issue Date 10/01/1929
Expire Date **05/31/2017**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C36 - PLUMBING
C10 - ELECTRICAL
A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR
C57 - WELL DRILLING
C-2 - INSULATION AND ACOUSTICAL
C-8 - CONCRETE
C12 - EARTHWORK AND PAVING
C21 - BUILDING MOVING, DEMOLITION
C27 - LANDSCAPING
C29 - MASONRY
C35 - LATHING AND PLASTERING
C42 - SANITATION SYSTEM
C45 - ELECTRICAL SIGNS
C39 - ROOFING
C50 - STEEL, REINFORCING
C51 - STEEL, STRUCTURAL
C31 - CONSTRUCTION ZONE TRAFFIC CONTROL

Bonding Information

This license filed a Contractor's Bond with PACIFIC INDEMNITY COMPANY.

Bond Number: 322217

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

K.2.c

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **82279261** for JAMES HILDEBRAND ROBERTS in the amount of **\$12,500** with FEDERAL INSURANCE COMPANY.

Effective Date: 11/09/2010

Workers' Compensation

This license has workers compensation insurance with the VALLEY FORGE INSURANCE COMPANY

Policy Number: WC274978630

Effective Date: 10/01/2012

Expire Date: 10/01/2016

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



State of California

Department of Industrial Relations

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Workers' Comp

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Public Works

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

Current Fiscal Year: 2016/17

PWC Registration Number:

1000000085

Contractor Legal Name:

example: ABC COMPANY

Contractor License Lookup

License Number:

example: 123456

County:

Select County

Search

Reset

Export as: ☒ Excel | PDF

Search Results

One registered contractor found. 1

Details Legal Name

View GRANITE CONSTRUCTION COMPANY

Registration Number	County	City	Registration Date	Expiration Date
1000000085	SANTA CRUZ	WATSONVILLE	06/14/2016	06/30/2017

v2.20160101

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Public Works

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)
 Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name: [Contractor License Lookup](#)

License Number:

County:

Contractor Information	Legal Entity Information	Workers' Compensation
Legal Name GRANITE CONSTRUCTION COMPANY	Legal Entity Type CORPORATION	
Trade Name		
License Number(s) CSLB :89		
Mailing Address PO BOX 50085 WATSONVILLE, CA 95077		
Physical Address 585 WEST BEACH STREET WATSONVILLE, CA 95076		
Email Address JENNIFER.BOWLING@GCINC.COM		

Search Results
 One registered contractor found. 1

Details Legal Name

[View](#) GRANITE CONSTRUCTION COMPANY

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Public Works Contractor (PWC) Registration Search

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Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name: [Contractor License Lookup](#)

License Number:

County:

Export as: ☒ Excel | PDF

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	CINDY TRUMP INC. DBA LINDYS COLD PLANING	1000008423	ORANGE	LA HABRA	05/11/2016	06/30/2017
v2.20160101						

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Public Works

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 Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name: Contractor License Lookup

License Number:

County:

Search Results
 One registered contractor found.

Details **Legal Name**

View CINDY TRUMP INC. DBA LI

Contractor Information	Legal Entity Information	Workers' Compensation
Legal Name CINDY TRUMP INC. DBA LINDYS COLD PLANING Trade Name LINDYS COLD PLANING License Number(s) OTHER :754500 Mailing Address P.O. BOX 385 LA HABRA, CA 90631 Physical Address 625 W MOUNTAIN VIEW LA HABRA, CA 90631 Email Address BRIANNA@WEGRINDASPHALT.COM	Legal Entity Type CORPORATION	



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Public Works Contractor (PWC) Registration Search

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Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name: Contractor License Lookup

License Number:

County:

Export as: ☒ Excel | PDF**Search Results**

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	CALIFORNIA GRINDING SPECIALTIES, INC	1000001896	KERN	BAKERSFIELD	05/05/2016	06/30/2017
						v2.20160101

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Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name:

License Number:

County:

Contractor Information

Legal Entity Information

Workers' Compensation

Legal Name

CALIFORNIA GRINDING SPECIALTIES, INC

Legal Entity Type

CORPORATION

Trade Name

AUSTIN ENTERPRISE

License Number(s)

CSLB :764893

Mailing Address

PO BOX 81926
BAKERSFIELD, CA 93380

Physical Address

1100 JAMES ROAD
BAKERSFIELD, CA 93308

Email Address

PAUSTIN@AUSTIN-ENTERPRISE.COM

Search Results

One registered contractor found. 1

Details **Legal Name**

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Search Results

Current Search Terms: granite* construction* company*

Your search for "Granite* Construction* Company*" returned the following results...

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Glossary

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Entity Granite Construction Company

Status: **Active**

[View Details](#)

DUNS: 006914642

CAGE Code: 1X910

Has Active Exclusion?: No

DoDAAC:

Expiration Date: 05/09/2017

Delinquent Federal Debt? No

Purpose of Registration: All Awards

Entity GRANITE CONSTRUCTION COMPANY GUAM

Status: **Active**

[View Details](#)

DUNS: 078370600

CAGE Code: 6NYA9

Has Active Exclusion?: No

DoDAAC:

Expiration Date: 01/25/2017

Delinquent Federal Debt? No

Purpose of Registration: All Awards

SAM | System for Award Management 1.0

IBM v1.P.50.20160823-0937

WWW1

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Entity Dashboard

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Entity Registration

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- [Reps & Certs](#)
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Exclusions

- [Active Exclusions](#)
- [Inactive Exclusions](#)
- [Excluded Family Members](#)

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Granite Construction Company

DUNS: 006914642 CAGE Code: 1X910

Status: Active

585 W Beach St
Watsonville, CA, 95076-5123,
UNITED STATES

Expiration Date: 05/09/2017

Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: Granite Construction Company
Business Type: Business or Organization
Last Updated By: Ashley Stinson
Registration Status: Active
Activation Date: 05/09/2016
Expiration Date: 05/09/2017

Exclusion Summary

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.P.50.20160823-0937

WWW1



Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



State of California
Department of Industrial Relations

Public Works | DLSE Debarments

DLSE Debarments

The following contractors are currently barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor, for the period set forth below:

As part of your due diligence, we suggest that you also check:

- Contractor status at the Contractors State License Board (CSLB)
- The Federal debarment list at the Excluded Parties List System

For a list of past DLSE debarments of public works contractors, please contact:

Susan Nakagama
Special Assistant to the Labor Commissioner
1515 Clay Street
Suite 401
Oakland, CA 94612
SNakagama@dir.ca.gov

Name of contractor	Period of debarment
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.	4/1/44 through 3/31/47 Decision LB5742 4/1/41 through 3/31/44 Decision LB5665 4/1/36 through 3/31/39 Decision LB5740 4/1/33 through 3/31/37 Decision LB5651 4/1/33 through 3/31/37 Decision LB5739 4/1/24 through 3/31/27 Decision LB5741 4/1/30 through 3/31/33 Decision LB5743 4/1/27 through 3/31/30 Decision LB5666 4/1/21 through 3/31/24 Decision LB5667 4/1/18 through 3/31/21 Decision LB5668 4/01/15 through 3/31/18 Decision LB5345
Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761	8/6/15 through 8/6/18 Decision
Ultimate Inc., And, Enrique Vera, an Individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229	12/1/15 through 11/30/18 Decision

Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832	9/11/15 through 3/10/17 Decision
Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770 William Ben Hicks , an individual; Margaret Mary Hicks , an individual	2/01/15 through 1/31/18 Decision
L A Builders, Inc., a California Corporation 15635 Saticoy Street, #H Van Nuys, CA 91406 CSLB #748591 Alon Gamliel , an individual	2/01/15 through 1/31/18 Decision
USA Wall Systems, Inc. 8309 Sunshine Lane Riverside, CA 92508 CSLB #929610 Edward Eugene Brammer , an individual and in his capacity as President/CEO/RMO	4/01/15 through 3/31/18 Decision
Daughter Construction formerly dba Hy Carpentry Construction 15407 Thornlake Avenue Norwalk, CA 90650 CSLB #979297 Sharon Jin Yoo , an individual; Dae Hyun Yoo , an individual and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership.	4/01/15 through 3/31/18 Decision
RDA Construction, Inc. 1692 W. Bullard Ave., Fresno, CA 93711 CSLB# 383306	12/15/14 through 12/14/16 Decision
Titan Electrical Construction, Inc. Lucas Oliver Stickney , an individual Jamie Noel Furr , an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516	11/3/14 through 11/2/17 Decision
Ramos Painting Carlos Ray Ramos , an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575	11/3/14 through 11/2/15 Decision
Dick Emard Electric. dba Emard Electric Luke Richard Emard , an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007	11/3/14 thorough 11/2/17 Decision
Nixon Electric Gordon Fulton Nixon , an individual	8/1/14 through 7/31/17 Decision

5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802	
Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967	2/28/14 through 2/27/17 Decision 
Southland Construction Reza Mohammadi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired)	10/14/14 through 10/13/17 Decision 
National Drywall Corporation, A Dissolved California Corporation 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335 Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President Dora Maria Contreras, an Individual and Agent/Officer of the Corporation	8/4/14 through 8/3/17 Decision 
Tadros & Youssef Construction, Inc. Kamel Shaker Tadros & Makram Youssef Youssef, Individually 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired)	5/10/14 through 5/9/17 Decision 
Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927	5/1/14 through 4/30/17 Decision 
Don Kelly Construction , Inc. Don Kelly, Individual and Lisa Kelly, Individual 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719	3/25/14 through 3/24/17 Decision 
Aldan, Inc. P.O. Box 9428, Brea, CA 92822 CSLB #949229	2/28/14 through 2/27/17 Decision 
Russell/Thompson, Inc. James Jean Russell & Valery Alena Thompson, Individually 4684 Oak Glen Dr., Redding, CA 96001 CSLB# 915036 (revoked)	10/31/13 through 10/31/16 Decision 
Ayodejia A. Ogundare, Individual Dba Pacific Engineering Company 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322	5/15/2013 through 5/15/2014 Decision 
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220	7/29/12 through 7/28/15 Decision 

FEI Enterprises, Inc Gabriel Fedida, Individual 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252	6/14/12 through 6/13/15 Decision
Jeffrey Alan Mott and Michelle Mott, individuals Dda Integrity Landscape 3756 Independence Avenue Sanger, CA 93637 CSLB#774222	3/29/12 through 3/28/15 Decision
Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired)	3/31/11 through 3/30/13 Decision
All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended)	3/31/11 through 3/30/13 Decision
Country Builders, Inc. Weldon Offill, individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active)	3/1/11 through 2/28/14 Decision Addendum
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive) David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993 Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901	7/1/10 through 6/30/13 Decision
Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive) Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10	4/19/10 through 4/18/13 Decision
Southwest Grading, dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595 David Walter Cholewinski, an individual 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10	3/18/10 through 3/17/13 Decision
S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive)	10/15/09 through 10/14/12 Decision
Cedar Development Corporation Serghon Gabriel Afram, individually 12477 Feather Dr	8/5/09 through 8/4/12 Decision

Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended)	
All Floors Commercial and Residential Flooring, Inc. Salvador Elias Perea, individually 750 E. McGlinchy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09	5/14/09 through 5/13/12 Decision 
1-AMD Construction, Inc. Alberto Mordoki, individually Mirella Mordoki, individually 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked	3/16/09 through 3/15/12 Decision > 

May 2016

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Certificate of Publication

Ad #1180873

In Matter of Publication of:

Public Notice

State of California)

))§

County of Ventura)

I, **Maria Rodriguez**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

July 15, 22, 2016

I, Maria Rodriguez certify under penalty of perjury, that the foregoing is true and correct.

Dated this July 22, 2016; in Camarillo, California, County of Ventura.



Maria Rodriguez
(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the Invitation to bid on Project Specification Number **UD14-02 for the Alley Reconstruction Project at Various Locations - Phase II**. The work will consist of concreting of asphalt concrete alleys on 3 locations, (1) Terrace Ave. alley E/O, (2) Concord Way alley E/O, and (3) Norma St. alley E/O. The work includes removal & disposal of asphalt concrete, subgrade, weeds, root & debris; compaction of subgrade and base; installation of 6" pcc pavement over 6" aggregate base; and adjustment of manhole, water valve, and water meter covers to finished grade. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A to be considered as a prime contractor qualified for award of this project. New Public Works Contractor Registration Law (SP854) requires that all Contractors and Subcontractors be registered with the DIR. **Per City policy no engineer's construction estimate is provided for public bid projects.**

Plans and Specifications will **ONLY** be available to review or for purchase directly from the City's online Plan Room, CyberCopy-USA - www.cybercopyreprographics.com, or phone (805) 432-6738; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$20.00 handling starting on MONDAY, July 18, 2016. The Plans and Specifications may be obtained in electronic medium format-OD's for a non-refundable fee of \$35.00 including shipping and handling. For further bid information you may contact the Contract Procurement Office, Phone (805) 200-5289.

A non-mandatory **Pre-Bid Conference** will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on **WEDNESDAY, AUGUST 3, 2016**. All prospective bidders are urged to attend.

Some or all of this project is funded by Federal Grant funds and all applicable rules must be followed. All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The **HIGHER** of the State or Federal Wage Rate when required, shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided by the City's on-line Plan Room CyberCopy and the bidder **MUST** be a **PLAN HOLDER OF RECORD**. **All bids must be received at the Office of the City Clerk, Administration Building, 300 West Third Street, 4th Floor, Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, AUGUST 17, 2016.** Immediately thereafter all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.

FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO CITY PROCURMENT OFFICE - 805-200-5289.

Ad dates: 7/15/16, 7/22/16 Ad No.1180873

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE TO BIDDERS

PROJECT SPECIFICATION

NUMBER UD14-02

**STATE OF CALIFORNIA
COUNTY OF VENTURA**

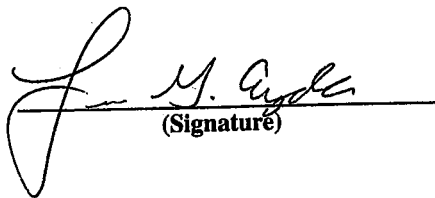
I Luis Ayala

hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

July 21, 28, 2016

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

28th day of July 2016


(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number UD14-02 for the Alley Reconstruction Project at Various Locations - Phase II. The work will consist of concreting of asphalt concrete alleys on 3 locations: (1) Terrace Ave. alley E/O, (2) Concord Way alley E/O, and (3) Norma St. alley E/O. The work includes removal & disposal of asphalt concrete subgrade, weeds, root & debris, compaction of subgrade and base, installation of 6" pcc pavement over 6" aggregate base and adjustment of manhole, water valve and water meter covers to finished grade. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractors License, Class A, to be considered as a prime contractor qualified for award of this project. New Public Works Contractor Registration Law (SB864) requires that all Contractors and Subcontractors be registered with the DIR. Per City policy, no engineer's construction estimate is provided for public bid projects. Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopyUSA, www.cybercopyreprographics.com or phone (805) 432-6738, fax (805) 715-1535, for a non-refundable fee of \$75.00 plus \$20.00 handling, starting on MONDAY, July 18, 2016. The Plans and Specifications may be obtained in electronic digital format (CD) for a non-refundable fee of \$35.00 including shipping and handling. For further bid information you may contact the Contract Procurement Office, Phone (805) 200-5289.

A non-mandatory Pre-Bid Conference will be held in the City Council Chamber, Civic Center, 305 West Third Street, Oxnard at 9:30 A.M. on WEDNESDAY, AUGUST 3, 2016. All interested bidders are urged to attend.

Some or all of this project is funded by a Federal Grant, fund, and all applicable rules must be followed. All contractors will pay prevailing wages and job site condition and type of work under the California State Department of Industrial Wage Determinations. The DETERMINATION of the State or Federal Wage Determinations, which shall be used in this determination are included in the specific bid. All payment and determination must be specified in the bid. A 10% Bid Retention and 10% Bid Retention and the successful Bidder will be required to provide Payment & Performance Bond equal to 10% of the contract price. Successful Bidder may request that the City be added into the new Agreement for Payment & Performance Bond.

Bids shall be submitted on the bid documents (BID & BID SHEET) provided by the City's online Plan Room, CyberCopy, and the bidder MUST be a PLAN HOLDER ON RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 300 West Third Street, 4th floor, Oxnard CA 93030 before 2:00 P.M. on WEDNESDAY, AUGUST 17, 2016. Immediately thereafter, all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chamber, 305 West Third Street, Oxnard, CA 93030.



**CITY COUNCIL
AGENDA REPORT**

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

DATE: April 26, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Approve Plans and Specifications for UD14-02 Alley Reconstruction at Various Locations - Phase II

CONTACT: Robert Hearne, Public Works
Robert.Hearne@oxnard.org, 385-8265

RECOMMENDATION

That City Council: 1) Approve project plans and specifications and authorize staff to solicit bids for Specification UD14-02 Alley Reconstruction at Various Locations – Phase II and 2) Approve a budget appropriation from Fund 285 – CDBG Entitlement in the amount of \$577,886 to Capital Improvements Project 153102, Alleyways Reconstruction, Phase II.

BACKGROUND

On September 22, 2015, the City Council approved the Consolidated Annual Performance Report (CAPR) for Fiscal Year 2014-2015. In the report, Community Development Block Grants (CDBG) funding was requested for reconstruction of three alleys that are eligible. To be eligible, a project must serve a community where over 51% of the households meet low-moderate income eligibility criteria. The three alleys selected were the most deteriorated of the more than 10 alleys eligible.

This alley reconstruction project consists of removing the existing asphalt alleys in 3 locations and reconstructing them with concrete. The first two are the alley west of Dallas Drive from Berkshire Street to Billings Street, and the alley west of Hamilton Avenue from Terrace Avenue to Yale Street in the Terrace Estates neighborhood. Terrace Estates is in the low-moderate income area meeting CDBG eligibility with a low-moderate income (LMI) percentage of

Approve Plans and Specs for Alley Reconstruction, UD14-02

April 26, 2016

Page 2

71.68%. The third alley in the project is the alley east of Norma Street, from Azalea Street to Carmen Way in the Windsor North River Ridge neighborhood. This alley is located within the low-moderate income area meeting CDBG eligibility with a LMI percentage of 57.63%.

The work includes mobilization/demobilization; traffic control; storm water pollution prevention plan; removal and disposal of asphalt concrete, subgrade, weeds, root & debris; compaction of subgrade and base; installation of 6" concrete pavement over 6" aggregate base; and adjustment of manholes, water valves, and water meter covers to finished grade. It also includes all incidental and appurtenant improvements and restorations specified on the Plans and Specifications.

FINANCIAL IMPACT

The CDBG funding has been approved in the amount of \$577,886 pursuant to an Inter-departmental Agreement for Use of CDBG Funds, Agreement No. 7155-15-HO. A Budget Adjustment would transfer existing appropriation in the amount of \$544,574 from Alleyway East of "A" Street Project 153103 and \$33,312 from Alleyway East of Del Oro Project 153104 to Alleyway Reconstruction Phase II Project 153102.

ATTACHMENTS

- A. Budget Appropriation
- B. UD14-02 Alley Reconstruction at Various Locations – Phase II Site Map

Note: Plans and specifications for UD14-02 Alley Reconstruction at Various Locations – Phase II Project will be available for review at the City of Oxnard Purchasing Division, 300 West Third Street, Suite 202, Oxnard, CA 93030, after 8:00 a.m. on Thursday prior to the City Council Meeting.

REQUEST FOR BUDGET ADJUSTMENT

Department: Public Works
 Project/Program _____
 Manager: Robert Hearne

Date: April 26, 2016
 Phone: 385-7832

Reason for Appropriation:

Pursuant to Inter-departmental Agreement 7155-15-HO, CDBG funding previously appropriated to Alleyway East of A Project 153103 & Alley East of Del Oro Project 153104 to be transferred to fund Alleyways Reconstruction Phase II

Accounts and Descriptions

AMOUNT

Fund: 285 CDBG Entitlement

Expenditures/Transfers Out

PROJECT 153102 - Alleyways Reconstruction Phase II

285-3130-826.86-05	IMPROV NOT BUILD-MAJOR RE	577,886
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PROJECT 153103 - Alleyway East of "A" Street

285-3130-826.86-05	IMPROV NOT BUILD-MAJOR RE	(544,574)
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PROJECT 153104 - Alleyway East of Del Oro

285-3130-826.86-05	IMPROV NOT BUILD-MAJOR RE	(33,312)
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Sub-total Expenditures	<u>0</u>
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Net Change to Fund Balance	<u>0</u>
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

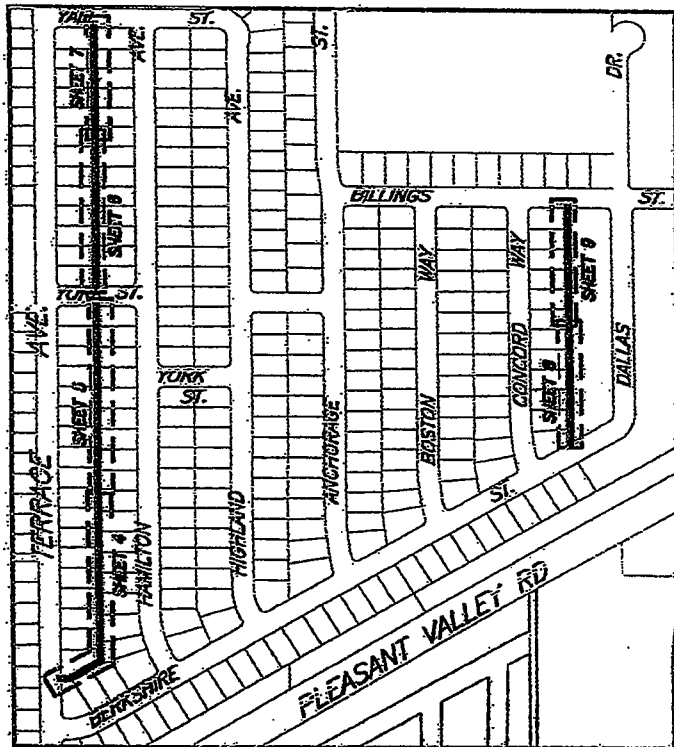
DOES NOT REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

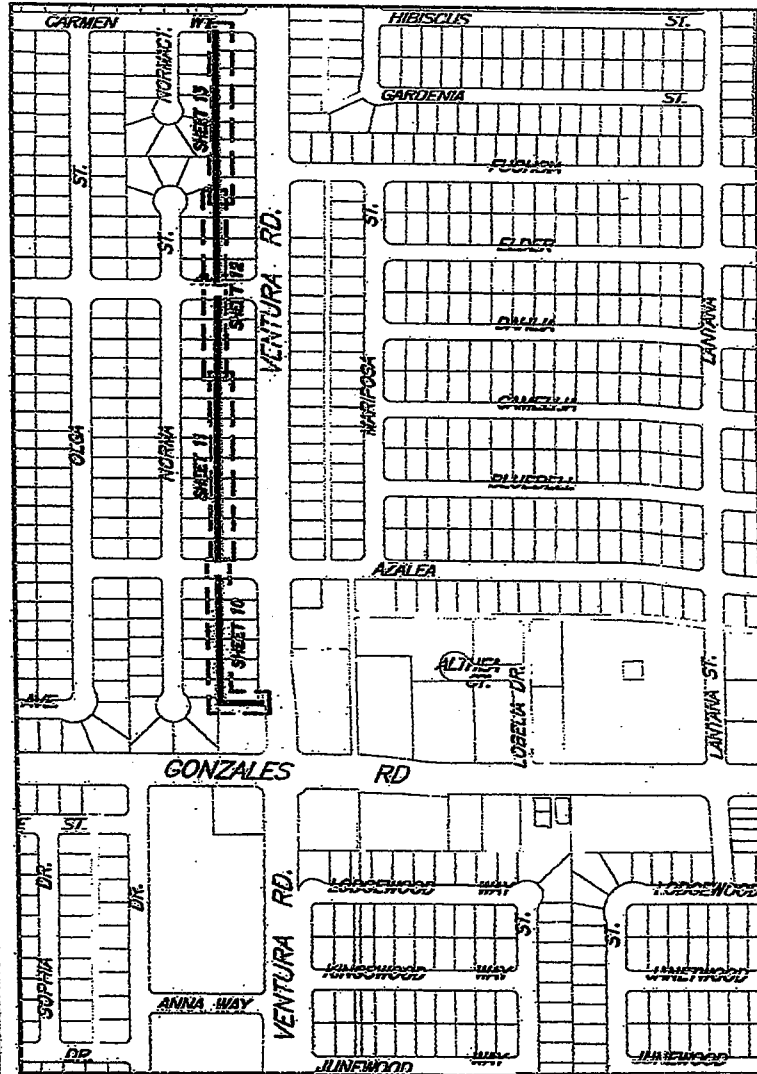
BA DOC.# (Finance) _____

Rev _____

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LOCATION ①



LOCATION ②



LOCATION MAP

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Dan Rydberg

Date: January 24, 2017
Phone: (805) 385-8281

Reason for Appropriation:

To provide additional CDBG funding from reprogrammed balance of prior year completed project to the Alley Reconstruction project

Accounts and Descriptions

AMOUNT

Fund: 285 (CDBG Entitlement)

Revenues/Transfers In

GRANTS MANAGEMENT (5139)

285-5139-531.72-06 FEDERAL & STATE SOURCES / CDBG GRANT 1,180

Sub-total Revenues 1,180

Expenditures/Transfers Out

ALLEYWAYS RECONST. PH II (Project 153102)

285-3130-826-86.05 IMPROV NOT BUILD-MAJOR RE 1,180

Sub-total Expenditures 1,180

Net Change to Fund Balance 0

Net Appropriation Change 1,180

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Rev# _____

REQUIRES CITY COUNCIL AUTHORIZATION

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REQUEST FOR BUDGET ADJUSTMENT

Department: Public Works
Project/Program
Manager: Dan Rydberg

Date: January 24, 2017
Phone: 805-385-8281

Reason for Appropriation:

Reprogram CDBG funding from Project 775207-Habitat for Humanity to Project 153102 Alleys Reconstruction Phase 2

Accounts and Descriptions**AMOUNT**

Fund: 285-CDBG ENTITLEMENT

Expenditures/Transfers Out**ALLEYWAYS RECONST. PH II (Project 153102)**

285-5139-826-8605 IMPROV NOT BUILD-MAJOR RE 164,224

Sub-total Expenditures 164,224

REHAB SF PY15 - HABITAT (Project 775207)

285-5183-804.83-31 CONTRIBUTION TO OTHR AGCY (164,224)

Sub-total Expenditures (164,224)

Net Change to Fund Balance **0**

Net Appropriation Change **0**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Rev# _____

REQUIRES CITY COUNCIL AUTHORIZATION

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REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Dan Rydberg

Date: January 24, 2017
Phone: 385-8281

Reason for Appropriation:

Appropriate additional funds for Alley Reconstruction Phase II Project 153102 from 105 Streets Maintenance Fund to cover cost of \$190,000 needed for construction, project inspection services, project management, etc.

Accounts and Descriptions

AMOUNT

Fund: STREET MAINTENANCE FUND (105)

Expenditures/Transfers Out

Alley Reconstruction Phase II (Project 153102)

105-3015-826.82-08	CONTRACTS AND SERVICES / SERVICES - CONSTRUCTIC	<u>190,000</u>
	Sub-total Expenditures	<u>190,000</u>

Net Change to Fund Balance	<u>(190,000)</u>
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Approvals

Department Director	<u></u>
Chief Financial Officer	<u></u>
City Manager	<u></u>

REQUIRES CITY COUNCIL AUTHORIZATION

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

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