Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
July 11, 2017
Regular Meeting - 6:00 PM
Closed Session - 4:30 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. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

D. CLOSED SESSION - 4:30 PM

1. Conference with Legal Counsel – Existing Litigation

CC (Government Code section 54956.9 (d)(1))
Name of case: Green Energy Holdings, LLC; Auto Fuels, Inc. v. City of Oxnard, et al.
Ventura County Superior Court, Case No. 56-2015-00470344-CU-EI-VTA

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

2. Conference with Legal Counsel – Existing Litigation

CC (Government Code section 54956.9 (d)(1))
Name of case: John C. Zaragoza v. City of Oxnard; et al.
Ventura County Superior Court, Case No. 56-2017-00498218-CU-WM-VTA

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

3. Conference with Legal Counsel – Existing Litigation

CC (Government Code section 54956.9 (d)(1))
Name of case: Susan Engbrecht; Linda Gray v. City of Oxnard
Ventura County Superior Court, Case No. 56-2017-00496779-CU-WM-VTA

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

4. Conference with Legal Counsel – Potential Litigation

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

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

5. Public Employee Performance Evaluation

CC Title: City Attorney

The City Attorney requested that this item be discussed in closed session under the Brown Act exception of Government Code section 54957(b)(1) (public employee performance evaluation).

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 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: Adoption of Construction and Repair Work Ordinance No. 2920
RECOMMENDATION: That City Council adopt Ordinance No. 2920 amending Article II of Chapter 4 of the City Code regarding public projects to increase bidding thresholds; to amend the change order threshold; to allow the City Council to award projects over the Tier 2 limit as authorized by statute; to increase the City Manager's authority to award and execute public project contracts; to allow delivery of notices by any legally permissible method and to reduce required delivery time for notices inviting formal bids; to delegate the adoption of formally bid project plans, specifications and working details to the City Engineer; and to amend the requirements for the prequalification of contractors.
Legislative Body: CC Contact: Stephen M. Fischer Phone: 385-7483

City Clerk Department

2. SUBJECT: Legal Advertising Agreement
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement (A- 7994) with Vida Newspaper for the publication of legal notices and legal advertisements for fiscal year 2017-18.
Legislative Body: CC Contact: Michelle Ascencion Phone: 385-7805

Public Works Department

3. SUBJECT: Resolution for Right of Way Certifications

RECOMMENDATION: That City Council adopt a resolution authorizing the Public Works Director, City Engineer, and Development Services Director to each individually approve and execute right of way certifications.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

K. PUBLIC HEARINGS

Public Works Department

1. SUBJECT: Public Hearing Regarding and First Reading of Ordinance for Water Rate Increases (30/30/60)
RECOMMENDATION:
That City Council:
1. Holds a public hearing to receive public testimony and consider all protests concerning the adoption of an ordinance establishing water system user fees and charges.

2. Finds that, according to the CEQA exemption listed in 14 CCR section 15273, CEQA does not apply because this ordinance establishes rates, which the Council finds are for the purposes of: meeting operating expenses, including employee wage rates and fringe benefits; purchasing or leasing supplies, equipment, or materials; meeting financial reserve needs and requirements; and obtaining funds for capital projects, necessary to maintain service within existing service areas.

3. Approves the introduction and first reading by title only and waives further reading of an ordinance establishing fees and charges for the use of and for services relating to City water services.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

L. REPORTS

Public Works Department

1. SUBJECT: Approval of Lowest Responsive Bid and Authorization to Issue and Execute a Contract for Rio Lindo Neighborhood Street Resurfacing Project PW 16-15 (5/10/5)
RECOMMENDATION: That City Council award and approve Agreement 7949-17-PW to the lowest bidder, All American Asphalt, in the amount of $1,547,034 for the Rio Lindo Neighborhood Street Resurfacing Project and authorize the Mayor to execute the Agreement upon receipt of final documents.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055
2. SUBJECT: Ventura County Work Release Agreement No. A-7974 (5/5/5)
RECOMMENDATION: That City Council approve and authorize the Mayor to execute an agreement with Ventura County in the amount not to exceed $180,000 per year for a total of $540,000 for landscaping services at College Park, RiverPark, City alleys and for other City projects.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

M. 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.

N. ADJOURNMENT

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

DATE: July 11, 2017

TO: City Council

FROM: Stephen Fischer
City Attorney

SUBJECT: Adoption of Construction and Repair Work Ordinance No. 2920

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

RECOMMENDATION:

That City Council adopt Ordinance No. 2920 amending Article II of Chapter 4 of the City Code regarding public projects to increase bidding thresholds; to amend the change order threshold; to allow the City Council to award projects over the Tier 2 limit as authorized by statute; to increase the City Manager's authority to award and execute public project contracts; to allow delivery of notices by any legally permissible method and to reduce required delivery time for notices inviting formal bids; to delegate the adoption of formally bid project plans, specifications and working details to the City Engineer; and to amend the requirements for the prequalification of contractors.

BACKGROUND

This agenda item is for the adoption of Ordinance No. 2920 amending Article II of Chapter 4 of the City Code regarding public projects. More specifically, these changes propose:

- To increase bidding thresholds;
- To amend the change order threshold;
- To allow the City Council to award projects over the Tier 2 limit;
- To increase the City Manager's authority to award and execute public project contracts;
- To allow delivery of notices by any legally permissible method and to reduce required delivery time for notices inviting formal bids;

- To delegate the adoption of formally bid project plans, specifications and working details to the City Engineer; and
- To amend the requirements for the prequalification of contractors by adding annual prequalification as an option, removing unnecessarily restrictive deadlines, not requiring the publishing of bid notice when the State statutes don't require that, and removing the criteria to deem a contractor "not qualified."

This ordinance was introduced by the City Council at its meeting on June 27, 2017. At that meeting the City Council approved the first reading of the ordinance by title only and waived further reading.

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

By raising the Tier 2 bid limit and by removing the publishing requirement for Tier 1 or 2 projects that will be prequalified, the City will save anywhere from $400 to $700 per notice not published. Otherwise, this ordinance has no financial impact.

ATTACHMENTS:

Attachment A – Ordinance 2920

ORDINANCE NO. 2920

AN ORDINANCE OF THE CITY OF OXNARD AMENDING ARTICLE II OF CHAPTER 4 OF THE OXNARD CITY CODE REGARDING PUBLIC PROJECTS TO INCREASE THE BIDDING THRESHOLDS; TO AMEND THE CHANGE ORDER THRESHOLD; TO ALLOW THE CITY COUNCIL TO AWARD PROJECTS OVER THE TIER 2 LIMIT AS AUTHORIZED BY STATUTE; TO INCREASE THE CITY MANAGER'S AUTHORITY TO AWARD AND EXECUTE PUBLIC PROJECT CONTRACTS; TO ALLOW DELIVERY OF NOTICES BY ANY LEGALLY PERMISSIBLE METHOD AND TO REDUCE THE REQUIRED DELIVERY TIME FOR NOTICES INVITING FORMAL BIDS; TO DELEGATE THE ADOPTION OF FORMALLY BID PROJECT PLANS, SPECIFICATIONS, AND WORKING DETAILS TO THE CITY ENGINEER; AND TO AMEND THE REQUIREMENTS FOR THE PREQUALIFICATION OF CONTRACTORS.

WHEREAS, the City of Oxnard has elected to become subject to the Uniform Public Construction Cost Accounting Act (California Public Contract Code Section 22000 *et. seq*.) ("UPCCAA") in the performance of public projects; and

WHEREAS, the UPCCAA defines the term "public project" to mean: construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility; painting or repainting of any publicly owned, leased, or operated facility; and construction, erection, improvement or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher that are part of a City-owned utility system; and

WHEREAS, the UPCCAA creates three tiers of public projects: projects of the lowest amount may be performed by public agency employees (called "force account"), negotiated contract, or purchase order; projects of a higher amount require bidding by "informal procedures," as set forth in the UPCCAA and in the public agency's code; and projects of the highest amount require bidding by "formal procedures," also as set forth in the UPCCAA and in the public agency's code; and

WHEREAS, City Code Section 4-7 lists the force account limit as $25,000 and the informal bid limit at $100,000 (although City Code Sections 4-9 and 4-10 list this limit as $125,000), but the Legislature has increased the force account limit to $45,000 and the informal bid limit to $175,000 in Public Contract Code Section 22032; and

WHEREAS, City Code Sections 4-7, 4-9 and 4-10 state that any contract award or change order exceeding $25,000 must be approved by the City Council, but there is no such requirement in State law, and this requirement interferes with the City's efficiency and responsiveness to the public without increasing transparency in that the City Council already preapproves contingencies on public projects; and

WHEREAS, City Code Section 4-9 states that if all informal bids received are in excess of $125,000, the City Council may award the contract for an amount up to ten percent greater than such sum to the lowest responsible bidder, but the Legislature has amended this limit in Public Contract Code Section 22034 to $187,500 or less; and

WHEREAS, City Code Sections 4-8, 4-9 and 4-14 state that the City must deliver by mail notices inviting bids to the required construction trade journals and contractors and notices of prequalification to contractors, but the Legislature has amended Public Contract Code Sections 22034, 22036 and 22037 to allow such notices to be sent by mail, fax or email; and

WHEREAS, City Code Section 4-10 states that a notice inviting formal bids must be sent to all construction trade journals at least 30 calendar days before the date of bid opening, but the Legislature has amended Public Contract Code Section 22037 to allow such notices to be sent at least 15 calendar days before the date of opening the bids; and

WHEREAS, City Code Section 4-10 gives only the City Council the authority to adopt plans, specifications and working details for formally bid public projects, but Public Contract Code Section 22039 allows the City Council to delegate this responsibility to a representative; and

WHEREAS, City Code Section 4-14 unnecessarily limits the prequalification of contractors in ways that do not allow flexibility to accommodate different types of projects; and

WHEREAS, the City Council now seeks to amend Article II of Chapter 4 of the Oxnard City Code to be congruent with the State statutes in the UPCCAA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Section 1: Subsection (A)(1) of Section 4-6 of the Oxnard City Code is hereby amended to read as follows:

"Construction, reconstruction, erection, alteration, renovation, improvement, demolition and repair work involving any facility owned, leased or operated by the City."

Section 2: Section 4-7 of the Oxnard City Code is hereby amended to read as follows:

"(A) Tier 1: Public projects in the amount listed in Public Contract Code Section 22032(a)or less, as may be changed from time to time, may be performed by force account, by negotiated contract, or by purchase order. The director of the department in charge of the project is authorized to determine how and by whom the project shall be performed and to execute any contract or purchase order for the project.

(B) Tier 2: Public projects from in the amount listed in Public Contract Code Section 22032(b) or less may be contracted for pursuant to the informal bidding procedures contained in Section 4-9.
(C) Tier 3: Public projects of more than the amount listed in Public Contract Code Section 22032(c) shall be contracted for pursuant to the formal bidding procedures contained in Section 4-10.
(D) The director of the department in charge of the project is authorized to approve and execute any change order thereto that, collectively with all other change orders on the project, does not exceed the contingency amount, if any, previously approved for the project. Once the contingency amount is met, any further change orders shall be submitted for approval by the City Council.
(E) All contracts, purchase orders, terminations, amendments and change orders shall be in a form approved by the City Attorney.
(F) No person shall split or separate any project into smaller work orders or projects for the purpose of evading the provisions of this Article requiring work to be done by contract after competitive bidding."

Section 3: Subsection B of Section 4-8 of the Oxnard City Code is hereby amended to read as follows:

"The purchasing agent shall maintain a list of the construction trade journals, as determined for the County by the California Uniform Construction Cost Accounting Commission, to which the City must deliver notice of all informal and formal construction contracts being bid for work within the County."

Section 4: Section 4-9 of the Oxnard City Code is hereby amended to read as follows:

"(A) When the City intends to contract for a public project up to such informal bid limit amount as may from time to time be set forth in Public Contract Code Section 22032(b) for agencies which subscribe to the uniform construction cost accounting procedures set forth therein, the purchasing agent shall deliver a notice inviting informal bids to all contractors on the list for the category of work being bid, to all construction trade journals on the list, and to such other contractors and trade journals as may be requested by the City staff in charge of the project. However, if a project or service essential to the project is proprietary and can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent only to such contractor or contractors.
(B) All delivery of notices inviting informal bids shall be by any legally permissible method and completed not less than ten calendar days before bids are due.
(C) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and shall state the time and place for the submittal of bids.
(D) The City Manager shall award and execute the contract to the lowest responsible and responsive bidder.
(E) A contract adjustment, whether or not labeled a change order, which changes the scope of work by reducing time, material or equipment devoted to one aspect of scope of work or contract

line item and increasing time, material and equipment devoted to another aspect or contract line item that, collectively with all other adjustments and change orders on the project, exceeds the contingency amount shall be submitted for approval to the City Council. If the City Council is not in session or if there exists in the view of the City Manager an immediate need to do so, a change order that otherwise would be submitted to the City Council may be approved jointly by the City Manager and the most senior available member of the City Council. The City Manager shall place the jointly executed change order on the agenda for ratification at the next regular City Council meeting occurring more than five days after execution. All change orders that are jointly approved shall contain a provision that the authority to perform work under the change order will automatically terminate on the date that ratification is denied.

(F) If all bids received are in excess of the informal bid limit amount as may from time to time be set forth in Public Contract Code Section 22032(b) for agencies which subscribe to the uniform construction cost accounting procedures set forth therein, the City Council may, by adoption of a resolution by a four-fifths vote, award the contract for an amount up to what is listed in Public Contract Code Section 22034(d), to the lowest responsible bidder, if the City Council determines that the City's cost estimate was reasonable.

(G) If no bids are received, the project may be performed by negotiated contract approved by the City Manager and executed by the purchasing agent or by City employees by force account. 'No bids' means that no bids at all were received or that no bids that conform to the City's specifications were received or that no bids that conform to the City's specifications were submitted by a responsible bidder."

Section 5: Section 4-10 of the Oxnard City Code is hereby amended to read as follows:

"(A) The City Engineer shall adopt plans, specifications and working details for all public projects of more than the informal bid limit amount as may from time to time be provided in Public Contract Code Section 22032(c) for agencies which subscribe to the uniform construction cost accounting procedures set forth therein.

(B) When the City is to contract for a public project of more than the informal bid limit amount as may from time to time be set forth in Public Contract Code Section 22032(c) for agencies which subscribe to the uniform construction cost accounting procedures set forth therein, the purchasing agent shall prepare a notice inviting formal bids, which shall distinctly describe the project and state the time and place for receiving and opening sealed bids.

(C) At least 14 days before the date of opening the bids, the purchasing agent shall publish the notice in a newspaper of general circulation, printed and published in the City. At least 15 days before the date of opening the bids, the purchasing agent shall deliver the notice to all construction trade journals on the list referred to in Subsection (B) of Section 4-8. The purchasing agent may also give such other notice as the purchasing agent deems proper.

(D) The purchasing agent may reject any bids received. If, after the first invitation for bids, all bids are rejected, the purchasing agent may, after reevaluating the cost estimates for the project:

(1) Abandon the project;

(2) Readvertise for bids; or

(3) Request that the City Council adopt a resolution by a four-fifths vote, declaring that the project can be performed more economically by City employees. If such a resolution is adopted, the purchasing agent may have the project completed by force account.

(E) The City Council shall award any contract to the lowest responsible and responsive bidder and the purchasing agent is authorized to execute such contract.

(F) If no bids are received, the project may be performed by negotiated contract approved by the City Council or by City employees by force account. 'No bids' means that no bids at all were received or that no bids that conform to the City's specifications were received or that no bids that conform to the City's specifications were submitted by a responsible bidder.

(G) A contract adjustment, whether or not labeled a change order, which changes the scope of work by reducing time, material or equipment devoted to one aspect of scope of work or contract line item and increase time, in material or equipment devoted to another aspect or contract line item, whether or not deemed a change order, shall, if collectively with all other adjustments and change orders on the project, exceed the contingency amount, be submitted for approval to the City Council. If the City Council is not in session or if there exists in the view of the City Manager an immediate need to do so, a change order that otherwise would be submitted to the City Council may be approved jointly by the City Manager and the most senior available member of the City Council. The City Manager shall place a jointly approved change order on the agenda for ratification at the next regular City Council meeting occurring more than five days after execution. All change orders that are jointly executed shall contain a provision that the authority to perform work under the change order will automatically terminate on the date that ratification is denied.

(H) In the event of an emergency or if exigent circumstances exist or in the view of the project manager delay would result in a significant cost to the City, the project manager may direct work to the extent necessary to address the emergency or exigent circumstance or avoid the cost to the City. The project manager shall at the earliest opportunity notify the City Manager who shall then contact the senior member of the City Council and follow the procedure set forth in Subsection (G)."

Section 6: Section 4-12 of the Oxnard City Code is hereby amended to read as follows:

"In awarding a contract involving an expenditure in excess of the amount listed in Civil Code Section 9550, the purchasing agent shall require both a faithful performance and a payment bond, each in the amount required by Civil Code Section 9554. Such bonds shall be issued by an admitted surety insurer and be in the form of a bond, not a deposit in lieu of a bond."

Section 7: Section 4-13 of the Oxnard City Code is hereby amended to read as follows:

"(A) In cases of emergency, including, but not limited to, states of emergency defined in the Cal. Gov't Code, Section 8558, when repair or replacements to public facilities are necessary, the City Council may proceed at once to replace or repair any public facility without adopting plans, specifications or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the City Council, by a contractor, or by a combination

of the two. Public Contract Code Section 22050 shall apply when notice for bids to let contracts is not given.

(B) The City Council delegates to the City Manager the authority to order any action pursuant to paragraph (1) of subdivision (a) of Public Contract Code Section 22050."

Section 8: Section 4-14 of the Oxnard City Code is hereby amended to read as follows:

"

(A) The prequalification of bidders may be done in either of two ways:

(1) The purchasing agent may require that contractors desiring to bid on a particular public project be prequalified in respect to experience, specialized skills, quality of work, bonding capacity and having sufficient equipment, resources and personnel. For this type of prequalification, the purchasing agent shall prepare a notice inviting bids, which shall distinctly describe the project, expressly state the prequalification requirement including the standards of responsibility, where the prequalification application is available, the date, place and time to submit the application, and the date, place and time for receiving and opening sealed bids. The notice shall state that, if an appeal is filed from a prequalification decision, bids will remain sealed until final City action is taken on the appeal. The purchasing agent shall provide this notice in the same manner required of project in that tier.

(2) The purchasing agent may require that prospective bidders prequalify on a quarterly basis; prequalification pursuant to this process shall be valid for one calendar year following the date of initial prequalification. For this type of prequalification, the purchasing agent shall prepare a notice inviting prequalification, which shall generally describe the work and shall expressly state the prequalification requirement including the standards of responsibility, where the prequalification application is available, and the date, place and time to submit the application. The purchasing agent shall provide this notice in the same manner required of any project in that tier.

(B) Application for prequalification.

(1) If the purchasing agent requires prequalification of bidders, a contractor desiring to bid on the public project(s) must submit a properly completed application and be determined to be qualified before that contractor's bid is considered.

(2) The purchasing agent may also require one of the following after accepting a prime contractor's bid:

(a) Prequalification of all subcontractors.

(b) Prequalification of subcontractors in certain crafts.

(c) Post-bid qualification review of subcontractors.

(3) Application signatures must be original and signed in ink under penalty of perjury in the manner designated on the application form by an individual who has the legal authority to bind the contractor (an individual that is listed in the Contractors State License Board's records). If any information provided by a contractor becomes inaccurate, the contractor shall immediately notify the purchasing agent and provide updated accurate information in writing, under penalty of perjury.

(4) If two or more business entities submit a bid as part of a joint venture, each entity comprising the joint venture shall submit an application for prequalification.

(5) Contractors shall submit a prequalification application to the purchasing agent on a form prescribed by the City, and honestly, accurately and completely supply all information requested in the application.

(6) Contractors shall submit the application at the place and time specified in the advertisement for bids. An application will not be considered received until the application is properly completed and includes all required supporting data.

(C) Prequalification determination.

(1) The purchasing agent shall create a standing committee, to be known as the prequalification committee ("the committee"), with primary responsibility and authority to carry out the prequalification procedure.

(2) After receipt of a prequalification application, the committee shall review all information provided in the application. The committee may contact any person or entity necessary to verify and/or supplement any of the information requested or provided in the application and may review information from published sources of industry information.

(3) Whenever the committee determines that the nature or extent of the information provided in the application is insufficient or indicates that the contractor is not qualified, the committee shall contact the contractor to seek additional information. The contractor shall submit all additional information requested by the committee.

(4) The committee shall evaluate as a whole all the information provided or obtained and determine on a pass-fail basis whether the contractor is qualified.

(6) If the contractor submits a timely and conforming application, the purchasing agent shall notify the contractor in writing. If this prequalification is for a specific project, the purchasing agent’s notice shall be given at least five business days before bids are scheduled for opening. The notice shall identify the project and state whether or not the contractor is qualified. The notice shall also set forth the specific reasons for a determination that the contractor is not qualified. The purchasing agent shall deliver the notice by any legally permissible method.

(7) Bids shall not be opened until all contractors that submitted timely and conforming applications are so notified, the time to file notices of appeal has expired and the final City action has been taken as to all appeals that were filed.

(8) When bids are opened, only the bids of contractors that were determined to be qualified shall be considered.

(D) Appeal.

(1) A contractor determined to be not qualified may appeal the decision of the committee by delivering a written notice of the appeal to the City Manager on or before 5:00 P.M. on the fifth business day after the date that the notice of prequalification was delivered to the contractor. At a minimum, the notice of appeal shall state:

(a) The specific errors that the contractor alleges were made by the City regarding prequalification;

(b) The specific relief sought;

(c) A request to submit additional written materials (if desired);

(d) A request for hearing (if desired), accompanied by the appeal fee set by resolution of the City Council; and

(e) Designation of counsel or any other person (if any) who will represent the contractor in the appeal.

(2) Within ten business days of filing the notice of appeal, the contractor and the committee shall deliver to the City Manager or his/her designee ("the manager"), and to each

other, all written materials that each party contends are necessary for the manager to fairly and objectively evaluate and decide appeal.

(3) If requested by the contractor, a hearing will be conducted within ten business days of the filing of additional written materials by the contractor and/or the committee, whichever occurs later, at a time and place determined by the manager. The manager shall give the parties at least 72 hours advance written notice of the hearing.

(4) The hearing shall be open to the public. The contractor shall first present evidence. Thereafter, the committee may present evidence. The manager shall conduct the hearing in an informal fashion and shall not be bound by the technical rules of evidence.

(5) The manager may leave the record of the appeal open for the submission of further evidence or arguments for up to ten business days after the conclusion of the hearing, or to another date agreed to by the parties. If no hearing was requested, the manager may request the parties to file additional written materials. The record of the appeal shall close on the date of filing of additional materials by the contractor and the committee, whichever occurs later.

(6) Unless the manager reasonably determines that special circumstances require delay of the decision, the manager shall, within ten business days of the closing of the record:

(a) In writing, affirm, revise, modify, or reverse the previous determination regarding prequalification, making findings supported by substantial evidence that explain the decision; or

(b) Make no written decision, which shall be considered a decision affirming such determination.

(7) On the day the decision is issued, the manager shall provide the decision to the committee and shall deliver the decision by any legally permissible method.

(8) The manager's written decision shall be final City action. If the manager makes no written decision, the previous determination regarding prequalification shall be final City action as of the expiration of the time for the manager's decision.

(9) Judicial review of the manager's decision may be sought in accordance with the Cal. Code of Civil Procedure, Sections 1094.5 and 1094.6. A request for judicial review shall be made in the Superior Court of Ventura County."

Section 9: To the extent this ordinance shall conflict with the provisions of any other ordinance or resolution of the City of Oxnard, this ordinance shall control.

Section 10: If for any reason this ordinance is held invalid or unenforceable, the City Council intends that the ordinance provisions which would have been repealed by this ordinance shall remain in effect as if this ordinance had not been adopted.

Section 11: Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Section 12: The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No.

2920 was first read on June 27, 2017, finally adopted on July 11, 2017, to become effective thirty (30) days thereafter.

PASSED, APPROVED and ADOPTED this 11th day of July, 2017, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

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

DATE: July 11, 2017

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Legal Advertising Agreement

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

RECOMMENDATION:

That the City Council approve and authorize the Mayor to execute an agreement (A- 7994) with Vida Newspaper for the publication of legal notices and legal advertisements for fiscal year 2017-18.

BACKGROUND

Each year, the city selects a newspaper of general circulation in which the public can find all legal advertisements. A request for proposals was emailed to local newspapers of general circulation for the purpose of soliciting bids for the publication of legal notices and legal advertisements. Proposals were received from the VC Reporter, the VC Star, and Vida Newspaper.

The City Clerk's office coordinated a selection committee consisting of representatives from the City Clerk's office, Finance Department, and City Manager's office. After reviewing the proposals, the selection committee unanimously recommends that the City Council award the agreement for publication of legal notices and legal advertisements to Vida Newspaper.

Vida Newspaper, a free, weekly publication, has been adjudicated as a newspaper of general circulation, in accordance with the state Government Code §6008, for the city of Oxnard since 1992. It had the highest Oxnard readership (72,500) of the three newspapers, and the second-lowest classified advertising rate (the lowest rate was $.50 per column-inch lower than Vida's proposed rate). It had the longest printing deadline (up until 11 a.m. the day before publication)

with no charge for late submissions, and was the only publication to offer Spanish translation. The City has used this vendor in the past and it has performed satisfactorily.

Although the city is selecting a primary newspaper for the public's benefit of easily locating legal notices, this contract does not prevent the City from additionally advertising in other publications, nor is it a guarantee that the city will publish a minimum amount of legal advertising or other material.

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

Each department is responsible for its own advertising costs, which are included in the FY 2017-18 budget.

ATTACHMENTS:

Agreement # A-7994 - Vida Newspaper

AGREEMENT FOR PUBLICATION OF LEGAL NOTICES AND LEGAL ADVERTISEMENTS

This Agreement for Publication of Legal Notices and Legal Advertisements ("Agreement") is made and entered into this first day of July, 2017 by and between the City of Oxnard, a municipal corporation of the State of California ("City"), and ___Vida Newspaper___ ("Newspaper"), a newspaper of general circulation within Oxnard, pursuant to Public Contract Code section 20169.

Whereas, Public Contract Code section 20169 requires that annually City contract for the publication of legal notices with a newspaper of general circulation within Oxnard; and

Whereas, Newspaper is a newspaper of general circulation within Oxnard; and

Whereas, City has advertised for bids for the publication of legal notices and legal advertisements and Newspaper has submitted a bid and been awarded the right to enter into this Agreement.

Now, therefore, City and Newspaper agree:

1. Scope of Services:

a. Newspaper shall publish legal notices and legal advertisements for and on request of City and shall provide City with written proof of publication of each item within one week of the last publication of the item. Written proof of publication shall be in a form acceptable to the City Clerk ("Clerk"). Such services shall be referred to herein as "the services." Newspaper understands and agrees that where necessary to satisfy legal requirements or for other reasons pertaining to timing and adequacy or other requirements of notice, another newspaper of general circulation, may be used for particular notices.

b. The term "legal notices" refers to legal notices that the law requires to be published and that are identified as legal notices on the form sent by City to Newspaper, requesting publication. Legal notices will be published in the legal notice section of the newspaper. Newspaper shall publish legal notices using a standard 7-point type for the body and 8-point type for the heading in the Spartan Classified style. City may require modification of the type size or style. Newspaper may also change the type size and/or style with permission of the City employee requesting the publication. Newspaper shall use the least amount of space possible to present a readable notice.

c. The term "legal advertisements" refers to legal notices that the law requires to be published and that are identified as legal advertisements on the form sent by City to Newspaper, requesting publication. Legal advertisements are legal notices published with a border and City logo in the legal notice section of the newspaper. Newspaper may print in other sections of the newspaper with the permission of the City employee requesting the publication. Newspaper shall publish legal advertisements using a standard 8-point type for the body and 12-point type for the heading in the Helvetica style. City may require modification of the type size or style. Newspaper may also change the type size and/or style with permission of the City employee

requesting the publication. Newspaper shall use the least amount of space possible to present a readable advertisement.

2. Standard of Performance: Newspaper shall undertake and complete the services with care, skill and diligence, according to the standards prevailing in the newspaper publishing business and shall use Newspaper's best efforts to meet all publication deadlines and to assure accuracy of publication.

3. Correction of Errors: Newspaper shall promptly correct, at its expense, all errors in the services that are caused by Newspaper. Newspaper shall promptly correct, at City's expense, all errors in publication that are caused by City.

4. Principal in Charge: Newspaper designates ___Manuel Munoz___ as principal in charge and person responsible for necessary coordination with Clerk.

5. Time for Performance: Newspaper shall publish legal notices and legal advertisements at the times requested by City, provided that City has given Newspaper a copy of the material to be published at least one day prior or one day prior to a holiday to the first date of publication.

6. Term of Agreement: This Agreement shall begin on July 1, 2017, and shall expire on June 30, 2018.

7. Termination: City may terminate this Agreement at any time, for any cause or without cause, upon 15 calendar days' written notice to Newspaper. If City terminates this Agreement for reasons other than Newspaper's failure to perform its obligations, City shall pay Newspaper for the services satisfactorily completed and accepted by City prior to the effective date of termination. Such payment shall be Newspaper's exclusive remedy for termination without cause.

8. Compensation:

a. City shall pay Newspaper for the services of publishing legal notices at the rate of $ _10.50___ per inch for a publication in the Classified Section.

b. City shall pay Newspaper for the services of publishing legal advertisements at the rate of $ __10.50____ per inch for publication in Display Section.

c. Nothing in this Agreement shall prevent City from placing legal notices, legal advertisements and other material in other newspapers, and such acts shall not constitute a breach of this Agreement.

d. City does not guarantee that City will request Newspaper to publish any minimum amount of legal notices or legal advertisements or other material.

e. The acceptance by Newspaper of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Newspaper for anything completed, finished or relating to Newspaper's services.

f. Newspaper shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

9. Method of Payment:

a. City shall pay Newspaper monthly on satisfactory completion of services and on submittal by Newspaper of a billing statement delineating the services performed, in a form satisfactory to Clerk, including purchase order number, notice/advertisement name/title, size of notice/advertisement and date of publication.

b. Newspaper shall maintain current monthly records pertaining to services performed for City and forward invoices to the employee who requested the services.

10. Business License: Newspaper shall obtain and maintain during the term of this Agreement a City business license.

11. Insurance:

a. Newspaper shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-B, 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 Newspaper obtain and maintain such insurance coverages.

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

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

12. Independent Contractor:

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

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

c. Newspaper acknowledges that Newspaper and Newspaper's employees are not entitled to any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, annual leave, holiday leave, compensatory leave, Public Employees

19. Notices:

a. Any notices to Newspaper may be delivered personally or by mail addressed Attention:
Manuel Munoz
130 Palm Drive, Oxnard, CA 93030

b. Any notices to City may be delivered personally or by mail addressed to:
Michelle Ascencion, City Clerk, 300 West Third Street, 4th Floor, Oxnard, California 93030.

20. Amendment: The terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Clerk and Newspaper.

21. Entire Agreement: This Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

Tim Flynn
Mayor

NEWSPAPER

Manuel Munoz
Director

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO CONTENT:

Michelle Ascencion, City Clerk

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

DATE: July 11, 2017

TO: City Council

THROUGH: Greg Nyhoff Ruth Osuna
City Manager

FROM: Daniel Rydberg
Public Works Director Daniel Rydberg

SUBJECT: Resolution for Right of Way Certifications

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

RECOMMENDATION:

That City Council adopt a resolution authorizing the Public Works Director, City Engineer, and Development Services Director to each individually approve and execute right of way certifications.

BACKGROUND

The City Council adopted Resolution No. 13,606 on March 3, 2009, to implement a recommendation by the California Department of Transportation (Caltrans) to designate the authority for executing right of way certifications. Right of way certifications are part of the process in the steps for obtaining authorizations for federal funding to construct capital improvement projects in the federal-aid highway program administered by the Federal Highway Administration (Agreement No. A-6986). The Caltrans *Local Assistance Procedures Manual* recommends the local agency designate a full-time staff member with authority to execute the right of way certifications. Before 2009, it was not clear who had authorization to execute right of way certifications. Following the Caltrans recommendation, the City Council Resolution 13,606 designated the development services manager in the Development Services Department with this authority. Responsibility for traffic and transportation capital improvements projects previously was shared between the Public Works Department and the Development Services Department. The reorganization of the Public Works Department and Development Services

Department transferred the responsibility for traffic and transportation capital improvement projects to the Public Works Department. It is appropriate to repeal and replace the former City Council resolution with a new resolution that also allows staff in the Public Works Department and Development Services Department to approve and execute right of way certifications. The staff in the Development Services Department would be changed to the director rather than the development services manager. With the adoption of the new resolution, three staff positions will serve in this capacity, which allows for more flexibility when staff is absent. The proposed change adds authority to staff positions in the department with the current responsibility for capital improvements funded through Caltrans.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no fiscal impact with this action.

ATTACHMENTS:

Attachment A: Resolution for Right of Way Certifications

Attachment B: City Council Reso. No. 13,606

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING RESOLUTION NO. 13,606 AND INSTEAD AUTHORIZING THE PUBLIC WORKS DIRECTOR, CITY ENGINEER AND DEVELOPMENT SERVICES DIRECTOR TO EACH INDIVIDUALLY APPROVE AND EXECUTE RIGHT OF WAY CERTIFICATIONS

WHEREAS, the State of California Department of Transportation (Caltrans) requires a right of way certification for all City projects on the State and federal-aid highway systems as part of Caltrans' standard procedures; and

WHEREAS, the City as a local public agency performs right of way activities on portions of State highways, on projects with State funds, and/or on federally assisted local projects and is responsible for preparing the right of way certification required by Caltrans; and

WHEREAS, City Council Resolution No. 13,606 authorized the Development Services Manager to execute right of way certifications; and

WHEREAS, since the passing of Resolution No. 13,606, the Public Works and Development Services Departments have reorganized, and thus the responsibility for traffic and transportation capital improvement projects has shifted to the Public Works Department.

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

SECTION 1. The Public Works Director, City Engineer, and Development Services Director each have individual authority to approve and execute right of way certifications. This authority remains in effect until rescinded by action of the City Council.

SECTION 2. Resolution No. 13,606 is hereby repealed in its entirety.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 13,606

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DESIGNATING AUTHORITY FOR CERTIFICATIONS FOR RIGHT OF WAY TO THE DEVELOPMENT SERVICES MANAGER

WHEREAS, the State of California Department of Transportation (Caltrans) requires a right of way certification for all City projects on the State and federal-aid highway systems as part of Caltrans' standard procedures; and

WHEREAS, Caltrans' latest edition of the *Right of Way Manual* Chapter 17 describes a right of way certification as a written statement summarizing all right of way matters with respect to a proposed construction project; and

WHEREAS, the purpose of a right of way certification is to document that real property interests have been or are being secured, and physical obstructions, including buildings, utilities, and railroads, have been or will be removed, relocated, or protected as required for the construction, operation, and maintenance of the proposed project. The right of way certification documents that right of way activities were conducted in accordance with applicable policies and procedures, and

WHEREAS, the City as a Local Public Agency performs the right of way activities on a portion of a state highway, or on any project with State funds (specifically, the State Transportation Improvement Program), or on a federally assisted local project, and is responsible for preparing the right of way certification, and

WHEREAS, Chapter 17, Section 17.08.14.11 of the Caltrans *Right of Way Manual* suggests the governing body of a Local Public Agency submit a resolution authorizing the execution of right of way certifications either for each project's certification or as a blanket authority delegated to a responsible official.

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

The Development Services Manager is designated as a responsible official with authority to execute right of way certifications. This authority remains in effect until rescinded by action of the City Council.

PASSED AND ADOPTED THIS 3rd day of March, 2009, by the following vote:

AYES: Councilmembers Holden, Herrera, Maulhardt, Pinkard, and MacDonald.

NOES: None.

ABSENT: None.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

FOR

Alan Holmberg, City Attorney

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Public Hearing** **AGENDA ITEM NO.: 1**

DATE: July 11, 2017

TO: City Council

THROUGH: Greg Nyhoff Ruth Osuna
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Public Hearing Regarding and First Reading of Ordinance for Water Rate Increases (30/30/60)

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

RECOMMENDATION:

RECOMMENDATION:

That City Council:

1. Holds a public hearing to receive public testimony and consider all protests concerning the adoption of an ordinance establishing water system user fees and charges.

2. Finds that, according to the CEQA exemption listed in 14 CCR section 15273, CEQA does not apply because this ordinance establishes rates, which the Council finds are for the purposes of: meeting operating expenses, including employee wage rates and fringe benefits; purchasing or leasing supplies, equipment, or materials; meeting financial reserve needs and requirements; and obtaining funds for capital projects, necessary to maintain service within existing service areas.

3. Approves the introduction and first reading by title only and waives further reading of an ordinance establishing fees and charges for the use of and for services relating to City water services.

BACKGROUND

Overview

The City of Oxnard operates a water utility to serve its residential, commercial, industrial, institutional and agricultural customers. As the largest city in Ventura County, the City services more than 43,000 customers with potable water, of which 88 percent are single- and multi-family residential accounts.

The water utility is responsible for a system of water transmission, distribution and storage facilities, blending stations, and a water treatment facility to deliver potable water to City customers. Nearly a third of the City's water supply is imported surface water from the Metropolitan Water District of Southern California through the Calleguas Municipal Water District. Another quarter of the water supply comes from regional groundwater sources via the United Water Conservation District. Forty percent comes from the City's groundwater storage facilities and is treated by reverse osmosis before entering the City water supply. Finally, the Public Works Department operates an Advanced Water Purification Facility that produces recycled water to supplement the City's water supply, representing roughly two percent of the water supply.

The City's water system includes: ten water wells, five turnouts from the United Water Conservation District's Oxnard-Hueneme pipeline system, one turnout from the Calleguas Municipal Water District's water system, one reverse osmosis treatment plant, six blending stations, over 500 miles of transmission and distribution pipelines, a network of remote pressure monitoring stations, and a pipeline to deliver water to the Port Hueneme Water Agency.

The City delivers on average over 20 million gallons per day of potable and recycled water to more than 43,000 utility customers located both inside and outside of the City's boundaries. Water demand fluctuates throughout the year with average monthly water demand ranging from 558,592 hundred cubic feet (HCF) during winter months to 661,177 HCF during summer months.

Need for Water Rate Increases

The City's primary financial goal for its utility enterprises is to ensure that revenues from rates and fees are adequate to fund daily operations and maintenance, capital improvement, debt service and reserves. The funds generated by water utility rates are used to provide safe drinking water for City residents and businesses. This money funds operations, maintenance, repairs, debt payments, reserve levels, infrastructure costs, and capital projects. Additionally, to maintain adequate water supply and reliability, the City must comply with strict environmental regulations and State water conservation mandates, which have increased the cost of water supplies.

The last time the City implemented a rate increase was four years ago or in fiscal year 2012-2013. Rates were increased by three percent. In January 2016, staff introduced Ordinance No.

2900 to increase water rates in the amount of 15 percent, but the Council did not adopt the ordinance and instead instructed staff to wait for a completed financial audit for the City. The Council further directed staff to establish a citizen ratepayer committee to consider the new rates and advise the Council on these rates.

As stated in the Standard and Poor's April 5, 2017 report, consultants to the City completed a cost of service study in September 2015 that recommended additional rate increases of 15% for fiscal 2016, 12% for fiscal 2017, and 8% annually through fiscal 2020; however, the City deferred taking prompt action on the study's recommendation partly due to some ratepayer resistance to wastewater rate increases.

In February 2017, the Council approved a pass-through of wholesale rate increases for 2015-2016 and 2014-2015. However, this pass-through is insufficient to comply with rate covenants for fiscal year 2017-2018. Therefore, water service rates must be increased to a level that will allow the Water Fund to be in compliance with rate covenants.

The current revenues from water are less than the overall costs to provide services. In other words, the Water Fund is quickly depleting its operational revenues. Because the majority of expenses are fixed costs, when water consumption goes down, revenues decrease more than expenses if rates do not change. The water utility needs rate increases to improve and support the fiscal health of this vital City service.

Additionally, the rating for the Water Fund was lowered by Standard and Poor's based on the water system's insufficient financial performance during the past two audited fiscal years. The lowered rating also reflects an expectation that financial performance will remain insufficient for the current fiscal year (FY 2016-2017).

As further justification for lowering the City's rating, the Standard and Poor's report also noted that the City's water system has affordable service rates, although rate adjustments have not been timely in recent years. Additionally, financial performance has been insufficient during the past two fiscal years. While the water system has a strong liquidity position, it has declined in recent years due to insufficient financial performance. Lastly the report states that the capital plan is being revised and downscaled to fit within the constraints of the water system's current financial capacity.

Consequences of Not Raising Rates

If water rates are not increased, the City's water enterprise fund will not receive sufficient revenue to cover expenses for fiscal year 2017-2018. The fund will not be able to meet bond coverage requirements, which could result in another credit downgrade and an increased cost for funding required maintenance projects. The water enterprise fund is projected to end June 30, 2017, with $3.9 million in operating funds and a carry-over of $1.9 million for capital improvement projects. Without rate increases, the Water Enterprise will operate at a monthly

loss of $400,000 to $450,000 and is expected to begin running in a deficit by the end of August 2017.

This means that the City would not be able to replace failed water meters in a timely manner, which could further reduce revenues. Maintenance of pipeline corrosion protection systems, the flushing of pipelines, and the exercising of valves would be delayed. Streets would be resurfaced without replacing cast iron and asbestos cement water lines. This could result in premature failures and damage to newly refurbished streets.

Due to the immediate need of rate increases, there is not enough time to convene a utility ratepayers advisory panel for the water rates and have new rates in place this summer prior to the Fund's imminent negative fund balance. Staff recommends that the appointment of a utility ratepayers advisory panel for the water rates be delayed and that an immediate increase be adopted by the City Council. City staff obtained a new water rate study for application for approximately 16 months and recommends adopting the rates yielding from the study. In early 2018, a utility ratepayers advisory panel can be appointed to review new proposed water rates. The utility ratepayers advisory panel can then recommend to the UTF and the City Council a water rate scenario for a five year period beginning January 2019 to December 2023.

WATER OPERATING FUND 601

	FY2016-17 ORIGINAL BUDG	*FY2016-17 ESTIMATED YEAR END
Beginning Fund Balance:	$ 8,917,899	$ 12,757,337
Revenue:		
601- Water Operating Fund		
Residential Water Service	27,666,000	25,300,000
Comm/Industrial Water Service	14,016,000	14,016,000
Addtl Water Service Agreements	2,839,500	3,425,000
Recycled Water Service	1,104,000	862,000
Interest and Penalties	1,938,300	2,380,300
Other Revenue	3,034,600	2,381,600
Fund 601 Total Revenue	**$ 50,598,400**	**$ 48,364,900**
Expenditures by Dept/Div:		
601- Water Operating Fund		
OPERATIONAL		
6001- Water Production	24,888,001	25,300,807
6002- Water Distribution	2,217,609	1,830,168
6003- Water Metering	1,938,807	1,608,056
6004- Debt Service	14,872,828	14,872,828
6010- Water Procurement	8,396,787	8,659,653
6011- Conservation/Outreach	498,052	237,125
6012- Recycled Water	3,273,877	2,678,299
6045- Public Info- Special Projects	151,710	171,980
Total Operational Expenditures	**$ 56,237,671**	**$ 55,358,916**
CAPITAL IMPROVEMENT PROJECTS		
3410- Transportation CIP	-	20,374
6510- CIP Pipe Replacement	368,500	50,000
6538- CIP Water Well Rehab	955,000	167,526
6551- Other CIP	640,500	1,253,551
6553- CIP AWPF	25,000	-
6670- W/W CIP Study and Plans	30,000	75,500
9400- Grant Administrative	-	500
9718- CIP HWY 101/Rice	-	500
9832- CIP Hueneme Rd	215,000	288,340
Total CIP Expenditures	**$ 2,234,000**	**$ 1,856,291**
Fund 601 Total Expenditures	**$ 58,471,671**	**$ 57,215,207**
Net Change in Fund Balance:	**$ (7,873,271)**	**$ (8,850,307)**
Ending Fund Balance:	**$ 1,044,628**	**$ 3,907,030**
*Estimated Year End Includes CIP carryovers		

Proposed Water Rates

In a 2015 decision, *Capistrano Taxpayers Association, Inc. versus the City of San Juan Capistrano,* the court clarified the way water rates can be structured. Previously, many cities had tiered rate structures to encourage water conservation. Tiers are still allowed, however, rates must be tied to costs of service rather than just to conservation goals. This has impacted water rate structures for many California cities including Oxnard. The proposed rates comply with the courts' current interpretation of Proposition 218.

The overall average proposed rate increase is 14 percent. Individual rate increases vary by customer class and individual use. For the average single family household based on 9 HCF water use, the proposed water rate increase will result in an increase of $3.60 per month.

Rate Setting Process

It is a standard business practice for cities to perform periodic reviews of their utility finances and rates to ensure that adequate resources are available to sufficiently and equitably fund utility operations, maintenance and capital investments. In California, water rates must conform to cost of service requirements imposed by Proposition 218 and the State Constitution. That Proposition requires that water rates and other property-related fees and charges do not exceed the reasonable and proportional cost of providing the services.

The rate setting process typically consists of the following three major elements: 1) revenue requirements, 2) a cost of service analysis, and 3) rate design. The following is a general description of the three elements.

1) Revenue Requirements. The revenue requirements component compares the revenues received for providing the services to the operating and capital costs associated with providing the services to determine the adequacy of the existing rates to recover the full costs.

2) Cost of Service Analysis. The cost of service analyses is the fundamental element in making sure that each customer receives his, her, or its proportional cost. The operating and capital costs are allocated to functional cost centers and then reallocated to customer costs. Unit rates are derived for the system as a whole, at which point costs are allocated to specific customer classes based on the burden they place on the system.

3) Rate Design. The rate design element is the development of rates structures that allow for recovery of total costs while incorporating the results of the cost of service analyses. The rate structures have a multitude of guidelines that can be incorporated, but rely on the fundamental fact that the rates will not exceed the costs of providing the services.

Within these broad legal requirements, utilities have some degree of latitude in applying cost-of-service principles to develop rates that appropriately and adequately reflect their distinct and unique characteristics and the values of the communities they serve.

Proposition 218 Process

On April 18, 2017, the City Council directed staff to proceed with a Proposition 218 notification process. The property owners and ratepayers were notified on May 24, 2017. This began the legally required 45-day notice period. After the notice period, the City Council will hold a protest hearing at its regular meeting on July 11, 2017, introducing the proposed water ordinance for the first reading. The second reading of the ordinance will likely be scheduled to be held at the regular Council meeting on July 18, 2017. Upon approval, the water rate increases would become effective September 1, 2017.

CEQA

Title 14, Section 15273 of the California Code of Regulations states that the California Environmental Quality Act (CEQA) does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, or other charges by public agencies which the public agency finds are for any of the following relevant purposes: meeting operating expenses, including employee wage rates and fringe benefits; purchasing or leasing supplies, equipment, or materials; meeting financial reserve needs and requirements; or obtaining funds for capital projects, necessary to maintain service within existing service areas.

This ordinance establishes water rates for many purposes. The water utility will use the higher rates to pay for electricity and new parts as well as to obtain new water distribution operators, thus, the ordinance establishes water rates to meet operating expenses, including employee wage rates and fringe benefits, operating, maintenance, capital cost and financial obligations. The water utility needs to regularly purchase chemicals, such as chlorine to disinfect the water supply and destroy pathogenic bacteria, and chemicals for reverse osmosis to remove the high levels of total dissolved solids and salts in the drinking water; thus, the ordinance establishes rates to purchase supplies, equipment, and materials. The new rates would help the water utility work towards meeting the City Council policy for reserve requirements, which would be used to cover debt payments, emergency repairs and operating expenses; thus, the ordinance establishes water rates to meet financial reserve needs and requirements. The utility plans include upgrades for two of the three reverse osmosis trains, which will include membrane replacement and other appurtenance replacements, SCADA automation control upgrades, and meter infrastructure improvements; thus, the ordinance obtains funds for capital projects necessary to maintain service within existing service areas.

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

Objective 3a. Maximize funding sources.

Objective 3b. Set rates and fees to fully recover cost.

FINANCIAL IMPACT

S&P Global Ratings (S&P) recently performed a periodic rating surveillance on the City of Oxnard Financing Authority's water revenue bond ratings and downgraded the ratings to an 'A' with stable outlook from an 'A+' with negative outlook. The water system's credit downgrade was as a result of recent inadequate financial performance over the past three fiscal years. The water system is currently not in compliance with debt covenants and has reduced cash reserves below minimum requirements established by City's reserve policy.

The City is currently taking steps to improve the water system's financial performance and reduce the possibility of future downgrades. In order to strengthen the water system's financial standing, rates must be increased to:

- Maintain sufficient cash flows to meet current and projected increase in utility operations and maintenance.
- Finance long-term capital improvements to increase operating efficiency, meet regulatory requirements.
- Increase fund balances to target levels of the Council-adopted reserve policy as well as to have cash on hand for emergencies.
- Meet or exceed the bond coverage target of the Council-adopted coverage policy.
- Continue to adopt utility schedules and financial policies to ensure the equitable allocation of utility requirements to the City's ratepayers in keeping with the requirements of California law.
- Improve bond rating in order to gain more favorable interest rates.
- Meet all contractual debt covenants.
- Increase reserves to use cash for pay-as-you-go capital projects.

ATTACHMENTS:

Attachment A - Water Rates Ordinance

Attachment B - Water Cost of Service Study

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ESTABLISHING FEES AND CHARGES FOR THE USE OF AND FOR SERVICES RELATING TO CITY WATER SERVICES

WHEREAS, Section 22-60 of the Oxnard City Code requires that the City Council establish by ordinance the rates charged for all water supplied by the City; and

WHEREAS, Section 22-60 of the Oxnard City Code provides that the rates charged for water supplied by the City shall be increased by the same percentage that the rates paid by the City to its water supply wholesalers increase; and

WHEREAS, the Water Division of the Public Works Department operates as a self-supporting enterprise fund (Water Fund) that depends upon revenues derived from the sale of water to City customers; and

WHEREAS, on the 18th of September, 2012, the City Council adopted City Ordinance Number 2859, establishing the current rates and charges applicable to City water customers; and

WHEREAS, the City's Public Works Department completed a Cost of Services Study, dated July 2017 (Rate Study). The Rate Study assesses the water utility's operation, maintenance, repair, replacement, and capital improvement program budgets and requirements, which collectively are incorporated into the recommended rates provided in this ordinance, so that the proportional cost of providing water service to the City's various customer classes are allocated consistently with all applicable legal requirements. The Rate Study and all the studies, plans and documents relied upon and incorporated in the Rate Study provide the basis for the rates and charges set forth herein; and

WHEREAS, the Rate Study and this ordinance reflect updated supplemental fees and charges for certain special services available upon request throughout the City; and

WHEREAS, this ordinance includes provision for the automatic adjustment of rates based on inflation, changes in certain third-party costs and mandatory water shortage conditions. The proposed rates displayed as effective beginning September 1, 2017, show the authorized rates applicable September 1, 2017. However, the actual rates effective September 1, 2017, may vary based on the implementation of any automatic rate adjustments as may be authorized as provided in Ordinance Number 2859, prior to the effective date of this ordinance; and

WHEREAS, Public Resources Code Section 21080(b)(8) and Section 15273 of the California Environmental Quality Act (CEQA) Guidelines provide that CEQA does not apply to the establishment or modification of public agency rates and other charges which the public agency finds are intended for certain purposes.

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

1. CEQA does not apply to this ordinance because this ordinance establishes or modifies the City's rates and other charges for the following purposes:

   a. Meeting the water utility's operating expenses, including employee wages and fringe benefits;

   b. Purchasing or leasing supplies, equipment, and materials;

   c. Meeting the Water Fund's financial reserve needs and requirements; and

   d. Obtaining funds for capital projects necessary to maintain water service within the existing service areas.

2. The basis for the foregoing claim of exemption is found in the Rate Study.

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

Part 1. Section 22-60 ("Water Rates") of the Oxnard City Code is hereby amended to read as follows:

"(A) The rates charged for all water supplied by the City shall be established by ordinance of the City Council. Each customer receiving water service is liable for payment for such service at the rates so established.

(B) Pursuant to Government Code section 53756, and after notice is provided as required by law, the adopted rates shall automatically adjust over a five-year period for inflation in the cost of operating the City's water system. If the actual inflation in the rates paid by the City to every third party water supplier (including but not limited to United Water Conservation District and Calleguas Municipal Water District) and the management agency from whom the City purchases some or all its water supplies, or to whom the City pays a groundwater extraction, replenishment or pump charge, since the effective date of the rates exceeds the Rate Study's cumulative forecast for inflation in such costs for that same period, the rates will be automatically adjusted to recover the difference between the two. For example, if in year three of these rates the actual inflation paid by the City since the effective date of the rates is 8.75 percent and the Rate Model estimates a cumulative increase of 7.5 percent over that same time period, then the inflation adjustment for that year would be 1.25 percent. On the other hand, if the actual inflation for this example time period is 7.5 percent, then no inflation adjustment would be made for that year as the actual inflation would equal the estimated inflation in the Rate Model. The City shall issue the adjustments no more than once per calendar year, and these adjustments will be effective at least 60 calendar days thereafter.

(C) Annually on July 1 of each year, the rates provided in City Code Sections 22-61 through 22-66 shall automatically adjust to reflect the prior year, April to April, annual percentage change in the Consumer Price Index – All Urban Consumers, Los Angeles – Riverside – Orange

County, California, published by the U.S. Bureau of Labor Statistics. For example, on July 1, 2018, the inflation adjustment percent is to be calculated based on the percentage change from April 2017 to April 2018 for the above referenced index.

(D) When the City Council declares the existence of a water shortage condition pursuant to City Code Section 22-154, the water rates and charges provided in City Code Sections 22-61 through 22-66 that are based on water use shall be adjusted to reflect the level of severity and corresponding mandatory water conservation percentage reflected in the water shortage condition declaration. For example, if the Council declares a Stage 2 water shortage condition with a mandatory water use reduction goal of 20%, then the rates provided in City Code Sections 22-61 through 22-66 that are based on water use shall be concurrently adjusted upward by the same percentage – 20%. This adjustment shall be initiated as of the effective date of the water shortage declaration and terminate as of the date of the termination of that water shortage declaration."

Part 2. Section 22-61 of the Oxnard City Code is hereby renamed "Monthly Water Usage Fees and Charges" and is hereby amended to read as follows:

"The following fees and methods for charging and collecting for services relating to the water system of the City are established and effective on the date indicated, as follows:

(A) Monthly Rates for Single Family Residential Water Use:

Tier	Usage in HCF	Effective Sept. 1, 2017
1	0 to 9	$3.36
2	> 9 to 15	$5.16
3	> 15	$6.14

(B) Monthly Rates for Multi-Family Residential Water Use (per dwelling):

Tier	Usage in HCF (Per Dwelling Unit)	Effective Sept. 1, 2017
1	0 to 8	$3.58
2	> 8	$5.76

(C) Monthly Rates for Commercial and Industrial Water Use:

Tier	Usage in HCF	Effective Sept. 1, 2017
2" Meters and Below		
1	0 to 62	$3.26
2	> 62	$5.77
3" Meters and Below		
	Uniform Rate	$4.54

(D) Monthly Rates for Commercial and Industrial Recycled Water In Lieu of Potable:

Tier	Usage in HCF	Effective Sept. 1, 2017: Rate per HCF
1	Uniform Rate	$3.34

(E) Monthly Rates for Irrigation:

Tier	Tier Breaks: Usage in HCF	Effective Sept. 1, 2017: Rate per HCF
2" Meters and Below		
1	0 to 24	$3.37
2	> 24	$6.00
3" Meters and Above		
	Uniform Rate	$5.16

(F) Monthly Rates for Irrigation Recycled Water In Lieu of Potable:

Tier	Usage in HCF	Effective Sept. 1, 2017
1	Uniform Rate	$3.52

(G) Monthly Rates for Ocean View Agricultural Irrigation:

Usage in HCF	Effective Sept. 1, 2017
Uniform Volumetric Rate per HCF	$1.19

(H) Monthly Rates for Metered Construction:

Tier	Usage	Effective Sept. 1, 2017
1	All Usage	$4.54"

Part 3. Section 22-62 of the Oxnard City Code is hereby named "Monthly Fixed Water Meter Fees and Charges" and is hereby amended to read as follows:

"In addition to monthly rates for water use (per HCF) as set forth in Section (22-61), all accounts shall pay one of the following monthly meter rates, based on service connection or meter size, and the associated customer class or use:

(A) Monthly Fixed Rates for Single Family Residential/ Ocean View Non-Agricultural:

Meter Size	Effective Sept. 1, 2017
3/4"	$19.52
1"	$31.47
1 1/2"	$61.10
2"	$96.80
3"	$209.96
4"	$358.63
6"	$745.40
8"	$1,072.56
10"	$1,727.05

(B) Monthly Fixed Rates for Multi-Family Residential:

Meter Size	Effective Sept. 1, 2017
3/4"	$17.73
1"	$28.49
1 1/2"	$55.16

2"	$87.28
3"	$189.13
4"	$322.93
6"	$671.03
8"	$965.47
10"	$1,554.51

(C) Monthly Fixed Rates for Commercial, Industrial and Irrigation:

Meter Size	Effective Sept. 1, 2017
3/4"	$14.16
1"	$22.53
1 1/2"	$43.27
2"	$68.26
3"	$147.47
4"	$251.54
6"	$522.28
8"	$751.29
10"	$1,209.44

(D) Monthly Fixed Rates for Fire Service:

Meter Size	Effective Sept. 1, 2017
3/4"	$1.99
1"	$3.32
1 1/2"	$6.61
2"	$10.58
3"	$23.15
4"	$39.68
6"	$82.66
8"	$119.02
10"	$191.76

(E) Monthly Fixed Rates for Non-Metered Construction:

Meter Size	Effective Sept. 1, 2017

3/4"	$36.86
1"	$67.93
1 1/2"	$156.77
2"	$295.26

(F) Monthly Fixed Rates for Metered Construction:

Meter Size	**Effective Sept. 1, 2017**
1"	$22.53
3"	$147.47"

Part 4. Section 22-63 of the Oxnard City Code is hereby named "Special Water Services" and is hereby amended to read as follows:

"Each customer shall pay the following fees, according to the service received.

(A) Flat rates: Effective Sept. 1, 2017.

Where meters are not installed, water services shall be paid for each dwelling facility, business activity, construction site, or service, whether or not such facility, activity, site or service is at the same location, at a monthly rate which shall be determined by the Public Works Director subject to the approval of the City Manager. Any unmetered service shall be temporary and limited to the shortest duration practical.

(B) The monthly security and contamination prevention fee shall be as follows:

Service	***Effective Sept. 1, 2017***
Security and contamination prevention fee	$1.24

(C) The monthly water resource fee shall be as follows:

Service	***Effective Sept. 1, 2017***
Water resource fee	$0.50

(D) Service to the City

(1) The City shall pay for all installation services furnished to the City at the rates established by this Section. However, the Water Division shall be exempt from paying for installation service.

(2) The City shall pay for all water furnished to the City at the rates established by this Section. However, the Water Division and the Fire Department shall be exempt from paying for water provided to them.

(3) Unmetered water used for street sweeping, plant watering, storm drain flushing, construction purposes, and all miscellaneous uses not herein specifically mentioned shall be deemed to have been furnished through a single meter for each department. The Public Works Director shall estimate the monthly volume of unmetered water used for such purposes.

(4) All water furnished to property owned by the City shall be metered.

(E) Temporary agricultural use - The City may provide water on a temporary basis for agricultural purposes in accordance with Section 22-66 of the City Code. Monthly water rates for temporary agricultural purposes shall be the same as commercial/industrial blended rates.

(F) Broken locks - In the event a customer breaks a lock placed on the water meter, in addition to all other amounts due, the customer shall pay a fee of $12 to replace the broken lock.

(G) Billing and collection; delinquent bills; nonpayment - The customer shall pay a fee of $15 for each visit to a customer's property to collect a water bill that is delinquent. If water service is discontinued due to nonpayment or non-compliance with the City Code or this Section, in addition to all other amounts due, the customer shall pay a fee of $80 for resuming service.

(H) Billing procedure for periodic charge for City water service - Water service bills shall be computed according to the rates then in effect and the number of days in the service period at each rate."

Part 5. Section 22-64 of the Oxnard City Code is hereby named "Water Service and Meter Rates" and is hereby amended to read as follows:

"As provided in Section 22-37 of the City Code, the customer shall pay for installation of each water service and water meter.

(A) In addition to the cost of administration and materials, the rates for installing each new service and each new meter, which amount shall be paid in advance, shall be as follows:

Service (inches)	***Meter (inches)***	***Meter Box and Tail Piece (inches)***	***Effective Sept. 1, 2017***
3/4	3/4	3/4	$1,500
1	1	1	$1,700
1-1/2	1-1/2	1-1/2	$2,200
2	2	2	$2,500

(B) The rates for installing each new on a service, previously installed and paid for, shall be as follows in addition to the cost of materials:

Service (inches)	***Meter (inches)***	***New Box (inches)***	***Effective Sept. 1, 2017***
3/4	3/4	3/4	$450
1	1	1	$525
1-1/2	1-1/2	1-1/2	$925
2	2	2	$1,100"

Part 6. Section 22-65 of the Oxnard City Code is hereby renamed "Other Deposits, Fees and Rates" and is hereby amended to read as follows:

"As provided in Sections 22-19, 22-26, 22-33, 22-35, 22-39, 22-40, 22-46, 22-48, 22-49, 22-61, 22-62, 22-63, 22-64 and 22-66 of the City Code, the City shall require the payment of deposits, fees and charges as follows:

(A) Fully allocated hourly rates -

	Effective Sept. 1, 2017
Meter repair worker	$68
Water distribution operator I	$62
Water distribution operator II	$71
Senior water distribution operator	$78

(B) Deposit guaranteeing payment - Each applicant for service shall be required to place a deposit with the City to guarantee the payment of all water charges. The amount of this deposit for monthly water service shall be:

	Meter (inches)	***Effective Sept. 1, 2017***
For each	3/4	$44
For each	1	$65
For each	1-1/2	$120
For each	2	$185
For each meter over two inches, an amount equal to an approximate one-month minimum bill, but not less than $205.		

(C) Meter testing - Upon written request to test a meter, the customer shall deposit $100 for a meter size of up to eight inches and $200 for a meter size of over eight inches.

(D) Turning water on or off - Except in an emergency situation, the charge to have water turned on or off during customary business hours (8:00 a.m. to 5:00 p.m., Monday through Friday) shall be $80. To have the water turned on or off at any time after hours (this includes weekends and City-observed holidays), the charge shall be $145.

(E) Removal of meter and reinstallation - In the event a customer turns on the water service or permits or causes water service to be turned on after water service has been turned off for nonpayment or non-compliance, the City shall again turn off service and remove the meter, and the customer shall pay a fee of $120, in addition to other amounts due, before water service is restored.

(F) Request for relocation or abandonment of meters or service will be estimated in accordance with the following schedule:

(1) Relocate meter box laterally (not in paved area) -

Meter	***Sept. 1, 2017***	***Sept. 1, 2017***
3/4"	$440 + Abandonment Cost	$560
1"	$615 + Abandonment Cost	$735
1-1/2"	$835 + Abandonment Cost	$985
2"	$1,190 +Abandonment Cost	$1,370

(2) Relocate meter box from yard to sidewalk -

Service	***Effective Sept. 1, 2017***
Relocate meter box from yard to sidewalk	$240

(3) Relocate meter box from driveway to sidewalk -

Service	***Effective Sept. 1, 2017***
Relocate meter box from driveway to sidewalk	$300

(4) Abandonment of water services -

Meter	***Effective Sept. 1, 2017***
3/4"	$120
1"	$120
1-1/2"	$150
2"	$180

* Relocation or abandonment of services will be done by Water Distribution personnel unless it is determined by the water resources manager that a contractor will be used. It is required that the contractor follow the proper public works procedures, obtain all necessary permits, have all necessary inspections performed and pay all required fees.

(5) Credit for existing meter removed and replaced with a larger service and meter in the same location -

Meter Size Removed	***Effective Sept. 1, 2017***
3/4"	$235
1"	$290
1-1/2"	$505
2"	$715

(G) Backflow prevention and cross-connection control

Timely submission of forms demonstrating completed testing and inspection compliance for backflow prevention and cross-connection control device(s) shall include a $21 fee for each device. If the properly completed compliance forms are not returned within 30 days, the water resources manager shall send a second notice and assess an additional $16 late fee. If the properly completed compliance forms are not returned within 60 days of the original notice, the water resources manager shall send a third notice and assess an additional $27 late fee. If the properly completed compliance forms are not returned within 90 days of the original notice, the customer or owner shall pay an additional $53 plus the cost of all administrative, labor and materials required to complete the work. Inspection services by City employees shall be provided for a fee of $48 plus $16 per device.

(H) Fire hydrant testing, inspection and repair fees -

Service	***Effective Sept. 1, 2017***
Hydrant flow test inspection	$150

Temporary Hydrant Meter	***Effective Sept. 1, 2017***
Setup/retrieval	$100
Move	$65
Deposit - meter replacement cost	$850
Damaged hydrant meter repair	Labor + materials

Water curbs stop repair	Labor + materials"

Part 7. Section 22-66 is hereby titled "Agricultural Use" and is hereby added to the Oxnard City Code to read as follows:

"(A) Water may be provided on a temporary basis for agricultural purposes, provided the area to be served was within the CMWD on August 19, 1976. The words "agricultural purposes" shall mean the growing or raising, in conformity with recognized practices in husbandry, for the purposes of commerce, trade, or industry, or agricultural, horticultural, or floricultural products, and produced:

(1) For human consumption or for the market;

(2) For the feeding of fowl or livestock produced for human consumption or for the market;

(3) For the feeding of fowl or livestock for the purpose of obtaining their products for human consumption or for the market, such products to be grown or raised on a parcel of land having an area of not less than one acre utilized exclusively therefor; or

(4) For the feeding of fowl or livestock for the purpose of obtaining their products for human consumption or for the market, such products to be grown or raised on a parcel of land having an area of not less than five acres on which incidental domestic uses of water related to residency may also occur.

(B) Monthly water rates for agricultural purposes shall be set by ordinance of the City Council. The agricultural rates shall be calculated to three decimal places by subtracting the agricultural subsidy rate from other metered water rates so that the total subsidy is passed on to agricultural users. The "agricultural subsidy" is defined as the "water for all other purposes" rate less the "agricultural water" rate as promulgated by CMWD."

Part 8. The provisions of this ordinance shall be applicable to all service provided or charges incurred on and after September 1, 2017.

Part 9. If any term or portion of this ordinance is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this ordinance shall continue in full force and effect. Where that is the case, the City Council intends that the provisions of Ordinance No. 2859 that would have been repealed by this ordinance shall remain in effect as if this ordinance had not been adopted.

Part 10. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City Council's adoption of the ordinance.

Part 11. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) calendar days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on July 11, 2017, finally adopted on July 18, 2017, to become effective thirty (30) days thereafter.

APPROVED AND ADOPTED this 18th day of July, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Full Version Available at Oxnard Main Library and City Clerk's Office, and on City website: www.oxnard.org/city-meetings

CITY OF OXNARD

PUBLIC WORKS INTEGRATED MASTER PLAN

DRAFT WATER COST OF SERVICE STUDY

FINAL
July 2017

2700 YGNACIO VALLEY ROAD, SUITE 300 • WALNUT CREEK, CALIFORNIA 94598 • P. 925.932.1710 • F. 925.930.0208

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CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 1

DATE: July 11, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Ruth Osuna

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Approval of Lowest Responsive Bid and Authorization to Issue and Execute a Contract for Rio Lindo Neighborhood Street Resurfacing Project PW 16-15 (5/10/5)

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

RECOMMENDATION:

That City Council award and approve Agreement 7949-17-PW to the lowest bidder, All American Asphalt, in the amount of $1,547,034 for the Rio Lindo Neighborhood Street Resurfacing Project and authorize the Mayor to execute the Agreement upon receipt of final documents.

BACKGROUND

The Project

On June 20, 2016, the City Council approved project plans and specifications and authorized staff to solicit bids for Specification PW 16-15 Rio Lindo Neighborhood Street Resurfacing Project. The Rio Lindo Neighborhood Resurfacing Project is part of a suite of street resurfacing projects approved by the City Council on October 21, 2014, through the issuance of the Lease Revenue Project and Refunding bonds, Series 2014. There were fourteen residential neighborhoods approved that were selected based on a 2012 pavement assessment report. The Rio Lindo neighborhood was rated 11th in the series. The streets in the Rio Lindo neighborhood need to be resurfaced at this time to prevent the need for a complete reconstruction in the future.

The location of the Rio Lindo Neighborhood Street Resurfacing Project is shown on the attached map and will include the following streets: Bahia Drive, Caliente Way, Corto Place, Bolsa Way, Del Amo Way, Aliso Place, Entrada Drive, Roble Lane, Indiana Drive, Junto Lane, Lago Lane, Bancal Way, Mirasol Lane, Naranja Lane, Aurora Drive, Firenze Street, Domar Place, Grande Street, Hermosa Way, Dulce Drive, Almendra Place, Leon Drive, Sabrina Street, Snow Avenue, Mono Street, Isabella Street, Almanor Street, Emerald Street, Isabella Street, Echo Street, Jardin Drive, Lavanda Drive, Miramonte Drive, Rio Lindo Street, St. Mary's Drive, Princeton Avenue, Yale Court, Purdue Street, Occidental Drive, Villanova Avenue, Vanderbilt Drive, Harvard Street, Lafayette Drive, Craig Drive, Stanford Street and Stanford Drive.

The specific work includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to resurface the existing asphalt concrete pavement including the milling of existing asphalt concrete pavement; placement and compaction of asphalt concrete; slurry seal and crackseal; Asphalt Rubber Aggregate Membrane (ARAM) cape seal; dig out and reconstruction of failed areas; and striping in the Rio Lindo Neighborhood.

Lowest Responsive Bid

The first advertisement of the Notice to Request for Bids (RFB) on the project was on May 4, 2017, and all bids were due on June 6, 2017. The City received bids listed below:

All American Asphalt	$1,547,034.00
Granite Construction	$1,605,221.00
Toro Enterprises	$1,647,081.50
C.A Rasmussen, Inc.	$1,676,538.00
Berry General Engineering Contractors, Inc.	$1,853,959.00

The lowest bidder is All American Asphalt, and its bid is responsive to the City's RFB. Following this determination, procurement staff reviewed all documentation received from All American Asphalt 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). Contractor has worked on prior City projects and completed work in a satisfactory manner. Staff has no reason at this time to believe that the Contractor or any of its subcontractors are not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the project. Thus, Staff recommends that the City Council award the contract for this project to All American Asphalt.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our

infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

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

FINANCIAL IMPACT

Sufficient funding is available from the Lease Revenue Project and Refunding Bonds, Series 2014 in Rio Lindo Neighborhood Street Resurfacing Project No 153118.

ATTACHMENTS:

A - Bid Results PW16-15 Rio Lindo Street Resurfacing 6-6-2017

B - All American Asphalt Bid Packet

C - Licensing, OSHA, and DIR information

D - Staff Report Approving Plans & Specificatios

E - PW 16-15 Rio Lindo Location Map

PW16-15 Rio Lindo Neighborhood Street Resurfacing

Owner: City of Oxnard

Bid Opening: 06/06/17					**All American Asphalt** 400 E 6th St Corona, CA 92879 US **Bidder Status:** Valid **Comment:** Apparent Low Bidder		**Granite Construction** P.O. BOX 6744 Santa Barbara, CA 93160 US **Bidder Status:** Valid		**Toro Enterprises, Inc.** 2101 E. Ventura Blvd. Oxnard, CA 93036 US **Bidder Status:** Valid		**C.A. Rasmussen, Inc.** 28548 Livington Avenue Valencia, CA 91355 US **Bidder Status:** Valid		**Berry Gen. Eng. Contractors, Inc.** 350 W Lewis St. Ventura, CA 93001 US **Bidder Status:** Valid	
					#1		**#2**		**#3**		**#4**		**#5**	
Item #	***Item Code***	***Item Description***	***Quantity***	***Unit of Measure***	***Unit Price***	***Item Total***	***Unit Price***	***Item Total***	***Unit Price***	***Item Total***	***Unit Price***	***Item Total***	***Unit Price***	***Item Total***
1	1001-3	MOBILIZATION/DEMOBILIZATION	1	LS	$35,810.00	$35,810.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00	$92,500.00	$92,500.00
2	1505-3	TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	1	LS	$116,728.00	$116,728.00	$92,099.00	$92,099.00	$89,000.00	$89,000.00	$81,000.00	$81,000.00	$78,706.00	$78,706.00
3	1800-3	STORM WATER POLLUTION PREVENTION PLAN	1	LS	$7,380.00	$7,380.00	$3,500.00	$3,500.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$16,940.00	$16,940.00
4	1110-3	COLD MILL AC PAVEMENT -2-INCH MAX	10000	SY	$3.54	$35,400.00	$2.00	$20,000.00	$2.70	$27,000.00	$1.90	$19,000.00	$4.63	$46,300.00
5	1120-4	UNCLASSIFIED EXCAVATION	250	CY	$138.00	$34,500.00	$80.00	$20,000.00	$40.00	$10,000.00	$103.00	$25,750.00	$143.40	$35,850.00
6	1130-4	CLASS 2 AGGREGATE BASE	150	TN	$77.00	$11,550.00	$32.00	$4,800.00	$50.00	$7,500.00	$85.00	$12,750.00	$66.60	$9,990.00
7	1150-10	ASPHALT CONCRETE, TYPE III -DGAC-B2 PG 64-10	220	TN	$94.00	$20,680.00	$120.00	$26,400.00	$110.00	$24,200.00	$141.00	$31,020.00	$209.75	$46,145.00
8	1150-10	ASPHALT CONCRETE, TYPE III -DGAC-C2 PG 64-10	300	TN	$94.00	$28,200.00	$120.00	$36,000.00	$130.00	$39,000.00	$113.00	$33,900.00	$152.75	$45,825.00
9	1150-10	ASPHALT CONCRETE, TYPE III -DGAC-D2 PG 64-10	500	TN	$86.00	$43,000.00	$95.00	$47,500.00	$100.00	$50,000.00	$100.00	$50,000.00	$125.35	$62,675.00
10	1151-4	ASPHALT RUBBER AGGREGATE MEMBRANE - ARAM	121500	SY	$3.41	$414,315.00	$3.48	$422,820.00	$3.60	$437,400.00	$3.90	$473,850.00	$3.93	$477,495.00
11	1152-10	ASPHALT RUBBER HOT MIX -ARHM-GG-C PG 64-16	2700	TN	$92.00	$248,400.00	$98.00	$264,600.00	$91.00	$245,700.00	$98.00	$264,600.00	$104.95	$283,365.00
12	1155-4	CRACK SEAL	9000	LB	$2.75	$24,750.00	$3.00	$27,000.00	$3.10	$27,900.00	$2.70	$24,300.00	$2.80	$25,200.00
13	1160-5	SLURRY SEAL TYPE II RAP	171000	SY	$1.65	$282,150.00	$1.70	$290,700.00	$1.88	$321,480.00	$1.70	$290,700.00	$1.92	$328,320.00
14	1174-6	REMOVE AND REPLACE PCC CURB & GUTTER (TYPE A2-6)	300	LF	$49.00	$14,700.00	$42.00	$12,600.00	$78.00	$23,400.00	$70.00	$21,000.00	$34.45	$10,335.00
15	1174-6	REMOVE AND REPLACE PCC SIDEWALK	2900	SF	$7.00	$20,300.00	$10.00	$29,000.00	$8.60	$24,940.00	$11.00	$31,900.00	$12.20	$35,380.00
16	1174-6	REMOVE AND REPLACE PCC ACROSS GUTTER & SPANDREL	2600	SF	$15.00	$39,000.00	$15.00	$39,000.00	$18.75	$48,750.00	$14.00	$36,400.00	$25.05	$65,130.00
17	1174-6	INSTALL PCC CURB RAMP, CASE A TYPE 3	2	EA	$2,850.00	$5,700.00	$1,850.00	$3,700.00	$3,000.00	$6,000.00	$3,900.00	$7,800.00	$3,720.00	$7,440.00
18	1174-6	INSTALL 24-INCH ROOT BARRIER	500	LF	$25.00	$12,500.00	$16.00	$8,000.00	$22.00	$11,000.00	$32.00	$16,000.00	$25.60	$12,800.00
19	1174-6	GRIND PCC SIDEWALK	200	SF	$16.00	$3,200.00	$30.00	$6,000.00	$20.00	$4,000.00	$8.60	$1,720.00	$15.75	$3,150.00
20	1185-3	ADJUST MANHOLE COVER TO FINISHED GRADE	20	EA	$490.00	$9,800.00	$650.00	$13,000.00	$500.00	$10,000.00	$1,000.00	$20,000.00	$1,095.00	$21,900.00
21	1185-3	ADJUST WATER VALVE COVER TO FINISHED GRADE	35	EA	$395.00	$13,825.00	$550.00	$19,250.00	$650.00	$22,750.00	$480.00	$16,800.00	$547.00	$19,145.00
22	1185-3	ADJUST WATER VALVE METER COVER TO FINISHED GRADE	3	EA	$395.00	$1,185.00	$550.00	$1,650.00	$660.00	$1,980.00	$870.00	$2,610.00	$547.00	$1,641.00
23	1185-3	ADJUST SURVEY MONUMENT COVER TO FINISHED GRADE	7	EA	$395.00	$2,765.00	$550.00	$3,850.00	$610.00	$4,270.00	$1,650.00	$11,550.00	$547.00	$3,829.00
24	1515-3	INSTALL STOP PAVEMENT MARKING -T	56	EA	$103.00	$5,768.00	$114.00	$6,384.00	$105.00	$5,880.00	$100.00	$5,600.00	$105.00	$5,880.00
25	1515-3	INSTALL AHEAD PAVEMENT MARKING-T	1	EA	$114.00	$114.00	$125.00	$125.00	$116.00	$116.00	$110.00	$110.00	$116.00	$116.00
26	1515-3	INSTALL SLOW PAVEMENT MARKING-T	10	EA	$103.00	$1,030.00	$114.00	$1,140.00	$105.00	$1,050.00	$100.00	$1,000.00	$105.00	$1,050.00
27	1515-3	INSTALL SCHOOL PAVEMENT MARKING -T	6	EA	$114.00	$684.00	$125.00	$750.00	$116.00	$696.00	$110.00	$660.00	$116.00	$696.00
28	1515-3	INSTALL XING PAVEMENT MARKING -T	6	EA	$102.00	$612.00	$114.00	$684.00	$105.00	$630.00	$100.00	$600.00	$105.00	$630.00
29	1515-3	INSTALL TYPE IV ARROW PAVEMENT MARKING-T	10	EA	$61.00	$610.00	$68.00	$680.00	$65.00	$650.00	$60.00	$600.00	$63.00	$630.00

30	1515-3	INSTALL 6" SOLID WHITE-T	200	LF	$1.00	$200.00	$1.15	$230.00	$1.05	$210.00	$1.00	$200.00	$1.05	$210.00
31	1515-3	INSTALL 12" SOLID WHITE-T	1500	LF	$2.50	$3,750.00	$2.85	$4,275.00	$2.65	$3,975.00	$2.50	$3,750.00	$2.65	$3,975.00
32	1515-3	INSTALL 12" SOLID YELLOW-T	420	LF	$2.50	$1,050.00	$2.85	$1,197.00	$2.65	$1,113.00	$2.50	$1,050.00	$2.65	$1,113.00
33	1515-3	INSTALL 24" YELLOW CROSSWALK LADDER TYPE-T	600	SF	$2.50	$1,500.00	$2.85	$1,710.00	$2.65	$1,590.00	$2.50	$1,500.00	$2.65	$1,590.00
34	1515-3	INSTALL DOUBLE WHITE PARKING STALL LINE-T	120	LF	$2.50	$300.00	$2.85	$342.00	$2.65	$318.00	$2.50	$300.00	$2.65	$318.00
35	1515-3	INSTALL DETAIL 2-T	1540	LF	$1.00	$1,540.00	$1.15	$1,771.00	$1.05	$1,617.00	$1.00	$1,540.00	$1.05	$1,617.00
36	1515-3	INSTALL DETAIL 9-T	80	LF	$3.00	$240.00	$3.40	$272.00	$3.15	$252.00	$3.00	$240.00	$3.15	$252.00
37	1515-3	INSTALL DETAIL 22-T	2300	LF	$2.00	$4,600.00	$2.30	$5,290.00	$2.10	$4,830.00	$2.00	$4,600.00	$2.10	$4,830.00
38	1515-3	INSTALL DETAIL 38-T	400	LF	$1.50	$600.00	$1.80	$720.00	$1.60	$640.00	$1.50	$600.00	$1.60	$640.00
39	1515-3	PAINT CURB RED	500	LF	$1.50	$750.00	$1.80	$900.00	$1.60	$800.00	$1.50	$750.00	$1.60	$800.00
40	1515-3	INSTALL BLUE RPM	114	LF	$7.00	$798.00	$8.00	$912.00	$7.50	$855.00	$7.00	$798.00	$7.50	$855.00
41	1520-3	INSTALL TRAFFIC INDUCTIVE LOOP DETECTORS	8	EA	$420.00	$3,360.00	$400.00	$3,200.00	$520.00	$4,160.00	$400.00	$3,200.00	$420.00	$3,360.00
42	1530-4	REMOVE AND REPLACE STREET NAME SIGN	127	EA	$190.00	$24,130.00	$204.00	$25,908.00	$189.00	$24,003.00	$180.00	$22,860.00	$189.00	$24,003.00
43	1530-4	REMOVE AND REPLACE SIGN POST	61	EA	$120.00	$7,320.00	$136.00	$8,296.00	$126.00	$7,686.00	$120.00	$7,320.00	$126.00	$7,686.00
44	1530-4	RE-INSTALL TRAFFIC SIGN	26	EA	$80.00	$2,080.00	$85.00	$2,210.00	$78.75	$2,047.50	$75.00	$1,950.00	$79.00	$2,054.00
		ADDITIVE ALTERNATE												
45	1530-4	INSTALL STREET SWEEPING SIGN	412	EA	$55.00	$22,660.00	$63.00	$25,956.00	$57.75	$23,793.00	$55.00	$22,660.00	$57.75	$23,793.00
46	1530-4	INSTALL SIGN POST	300	EA	$125.00	$37,500.00	$136.00	$40,800.00	$126.00	$37,800.00	$120.00	$36,000.00	$126.00	$37,800.00
		Bid List Total -SUBMITTED				**$1,547,034.00**		**$1,605,221.00**		* **$1,647,081.50**		**$1,676,538.00**		**$1,853,959.00**
		Total Bid Amount -VERIFIED				**$1,547,034.00**		**$1,605,221.00**		**$1,646,981.50**		**$1,676,538.00**		**$1,853,959.00**

	All American Asphalt	**Granite Construction**	**Toro Enterprises, Inc.**	**C.A. Rasmussen, Inc.**	**Inc.**
Listed Subs	**American Pavement Systems** 1012 11th Street Modesto, CA 95354 **Chrisp Company** 2280 S. Lilac Ave. Bloomington, CA 92376 **CL Surveying** 1269 Pomona Rd. #108 Corona, CA 92882 **Kato Landscape** 18182 Bushard St. Fountain Valley, CA 92708 **Maneri Traffic Control** 47423 Rainbow Canyon Temecula, CA 92592 **Rubberzied Crackfiller Sealant** 800 E. Walnut Ave. Fullerton, CA 92831 **Taft Electric Co.** 1694 E. Main Ave. Ventura, CA 93003	**Chrisp Co.** 2280 S Lilac Ave Bloomington, CA 92316 **Cindy Tump, Inc.** 625 W. Mountain View La Hambra, CA 90631 **American Pavement Systems** 1012 11th St. Modesto, CA 95354 **Rubberized Crackfiller Sealant,** 800 E. Walnut Ave. Fullerton, CA 92831 **All American Asphalt** 400 E. Sixth St. Corona, CA 92878	**Chrisp Co.** 2280 S. Lilac St. Bloomington, CA 92316 **American Pavement Systems** 1012 11th St. Modesto, CA 95354 **Traffic Loops Crakfilling** 946 S. Emerald St. Anaheim, CA 92804 **All American Asphalt** 400 E. 6th St. Corona, CA 92878 * Bidder made an error in the total but line items are accurate.	**EBS Utilities Adjusting, Inc.** 1320 E. 6th St., #100 Corona, CA 92879 **Pavement** 1012 11th St. Modesto, CA **Rubberized** 800 E. Walnut Fullerton, CA **Chrisp Co.** 2280 S. Lilac Ave. Bloomington, CA 92316 **All American** 400 E. 6th St. Corona, CA	**American Pavement Systems** 1012 11th St. Modesto, CA 95354 **Rubberized Crackfiller Sealant** 800 E. Walnut Ave. Fullerton, CA 92831 **Taft Electric Co.** 1694 Eastman Ave. Ventura, CA 93003 **Pavement Recycling Systems** 10240 San Sevaine Way Jurupa Valley, CA **Pavement Coatings Co.** 10240 San Sevaine Way Mira Loma, CA 91752 **Chrisp Co.** 2280 S. Lilac Ave. Bloomington, CA 92316 **Benner & Carpenter** 506 E. Main St. Santa Paula, CA 93060 **EBS Utilities Adjusting, Inc.** 1320 E. 6th St., #100 Corona, CA 92879

BID PACKET

CITY OF
OXNARD
CALIFORNIA

FOR

RIO LINDO NEIGHBORHOOD STREET RESURFACING PROJECT

PROJECT NO. PW 16-15

Submitted by:

Contractor's Name: All American Asphalt

Address: 400 East Sixth Street

City: Corona State: CA Zip Code: 92879

Contact Person: Edward J. Carlson, Vice President Phone: (951) 736-7600

Email: publicworks@allamericanasphalt.com Date: 5/31/17

BID FOR RIO LINDO NEIGHBORHOOD STREET RESURFACING PROJECT – Project No. PW 16-15

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Rio Lindo Neighborhood Street Resurfacing Project ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed, and the materials to be furnished.

2. The Bid includes all taxes, fees and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.

3. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.

2. Accompanying this Bid is a permissible form of Bid security in an amount equal to at least ten percent (10%) of the total Bid price submitted. The Bid security is given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, provide evidence of all required insurance, provide a copy of its City business license and furnish the Performance and Payment Bonds (as well as a photocopy of each Bond)—each in the amount of one hundred percent (100%) of the Contract Price—within fourteen (14) Calendar Days of the date of delivery of the Contract to the Bidder. If the Bidder refuses or fails to do so, the City may award the Contract to the next lowest responsible Bidder, and this Bid security may be forfeited to the City as permitted by law.

3. In the event the Contract is awarded to the Bidder, the Bidder shall execute the Contract to perform the Project in accordance with the Contract Documents and all Addenda. Should the undersigned be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds (plus photocopies) within fourteen (14) Calendar Days after the Contract award, then the cashier's check or Bid Bond shall be forfeited to the City to the extent permitted by law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/31/17 [date], at Corona [city], CA [state].

Bidder's Name: All American Asphalt

Signature: _____ Title: Edward J. Carlson, Vice President Date: 5/31/17

CITY OF OXNARD

BID SHEETS FOR RIO LINDO NEIGHBORHOOD STREET RESURFACING PROJECT – PROJECT NO. PW 16-15

Bidder's Name: All American Asphalt

To the Honorable Mayor and Members of the City Council:

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

BASE AMOUNT:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION . QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	STREET IMPROVEMENT					
1	Mobilization/Demobilization (up to 5% of Total Bid Price)	1001-3	LS	1	35,810 –	35,810 –
2	Traffic Control And Public Convenience And Safety	1505-4	LS	1	116,728 –	116,728 –
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	7,380 –	7,380 –
4	Cold Mill AC Pavement (2" Max)	1110-3	SY	10,000	3.54	35,400 –
5	Unclassified Excavation	1120-4	CY	250	138. –	34,500 –
6	Class 2 Aggregate Base	1130-4	TN	150	77. –	11,550 –
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	220	94. –	20,680 –
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	300	94. –	28,200 –
9	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TN	500	86. –	43,000 –
10	Asphalt Rubber Aggregate Membrane (ARAM)	1151-4	SY	121,500	3.41	414,315 –
11	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TN	2,700	92. –	248,400 –
12	Crack Seal	1155-4	LB	9,000	2.75	24,750 –
13	Slurry Seal Type II (RAP)	1160-5	SY	171,000	1.65	282,150 –
14	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	300	49. –	14,700 –
15	Remove And Replace PCC Sidewalk	1174-6	SF	2,900	7. –	20,300 –
16	Remove And Replace PCC Cross Gutter and Spandrel	1174-6	SF	2,600	15. –	39,000 –

17	Install PCC Curb Ramp, Case A Type 3	1174-6	EA	2	2,850—	5,700—
18	Install 24-Inch Root Barrier	1174-6	LF	500	25.—	12,500—
19	Grind PCC Sidewalk	1174-6	SF	200	16.—	3,200—
20	Adjust Manhole Cover To Finished Grade	1185-3	EA	20	490.—	9,800—
21	Adjust Water Valve Cover To Finished Grade	1185-3	EA	35	395.—	13,825—
22	Adjust Water Meter Cover To Finished Grade	1185-3	EA	3	395.—	1,185—
23	Adjust Survey Monument Cover To Finished Grade	1185-3	EA	7	395.—	2,765—
24	Install "STOP" Pavement Marking (T)	1515-3	EA	56	103.—	5,768—
25	Install "AHEAD" Pavement Marking (T)	1515-3	EA	1	114.—	114.—
26	Install "SLOW" Pavement Marking (T)	1515-3	EA	10	103.—	1,030—
27	Install "SCHOOL" Pavement Marking (T)	1515-3	EA	6	114.—	684.—
28	Install "XING" Pavement Marking (T)	1515-3	EA	6	102.—	612.—
29	Install Type IV Arrow Pavement Marking (T)	1515-3	EA	10	61.—	610.—
30	Install 6" Solid White (T)	1515-3	LF	200	1.—	200.—
31	Install 12" Solid White (T)	1515-3	LF	1,500	2.50	3,750.—
32	Install 12" Solid Yellow (T)	1515-3	LF	420	2.50	1,050—
33	Install 24" Yellow Crosswalk Ladder Type (T)	1515-3	SF	600	2.50	1,500—
34	Install Double White Parking Stall Line (T)	1515-3	LF	120	2.50	300.—
35	Install Detail 2 (T)	1515-3	LF	1,540	1.—	1,540.—
36	Install Detail 9 (T)	1515-3	LF	80	3.—	240.—
37	Install Detail 22 (T)	1515-3	LF	2,300	2.—	4,600.—
38	Install Detail 38 (T)	1515-3	LF	400	1.50—	600.—
39	Paint Curb Red	1515-3	LF	500	1.50	750.—
40	Install Blue RPM	1515-3	EA	114	7.—	798.—
41	Install Traffic Inductive Loop Detectors	1520-3	EA	8	420.—	3,360.—
42	Remove And Replace Street Name Sign	1530-4	EA	127	190.—	24,130.—
43	Remove And Replace Sign Post	1530-4	EA	61	120.—	7,320.—

44	Re-Install Traffic Sign	1530-4	EA	26	80.—	2,080.—
BASE AMOUNT TOTAL						$ 1,486,874.00

NOTE:

1. **ADDITIVE ALTERNATIVE (Bid Item Numbers 45 and 46):** To be installed as required per Engineer's direction. Payment for these items shall be based on the actual quantities installed. All Bidders must provide bid item price for the Additive Alternative Bid Items listed.

ADDITIVE ITEM 45:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION . QUANTITY	UNIT PRICE	EXTENDED AMOUNT
45	Install Street Sweeping Sign	1530-4	EA	412	55.—	22,660.—
TOTAL ADDITIVE ITEM 45:						$22,660.00

ADDITIVE ITEM 46:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION . QUANTITY	UNIT PRICE	EXTENDED AMOUNT
46	Install Sign Post	1530-4	EA	300	125.—	37,500.—
TOTAL ADDITIVE ITEM 46:						$37,500.00

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT + ALL ADDITIVE ITEMS

TOTAL BID PRICE IN DIGITS: $1,547,034.00

TOTAL BID PRICE IN WORDS: ONE MILLION FIVE HUNDRED FORTY SEVEN THOUSAND THIRTY FOUR DOLLARS ZERO CENTS

Contractor must complete all Work within sixty (60) Working Days of the City's Notice to Proceed.

Signature: _____ Edward J. Carlson, Title: Vice President Date: 5/31/17

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#05	_____
#02	_____	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

QUESTIONNAIRE FORM

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

(1) Bidder's Name: All American Asphalt

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

N/A

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

(3) Business Address: 400 East Sixth Street, Corona, CA 92879

Phone 1: (951) 736-7600 Phone 2: N/A

Email: Publicworks@allamericanasphalt.com

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

Corporation or S-Corp organized under the laws of the State of: California

(5) California State Contractor's License Number and Class: 267073, A, C-12

Original Date Issued: 1/19/71 Expiration Date: 1/31/18

(6) DIR Contractor Registration Number: 1000001651

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

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

Mark Iver, President P.O. Box 2229, Corona, CA 92878 (951) 736-7600
Edward J. Carlson, Vice President P.O. Box 2229, Corona, CA 92878 (951) 736-7600
Michael Farkas, Secretary P.O. Box 2229, Corona, CA 92878 (951) 736-7600

(9) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

N/A

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

N/A

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

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

N/A

b. Briefly summarize the parties' claims and defenses:

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

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

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

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

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

d. By Subcontractors? Circle one: Yes (No)

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

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

N/A

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

1. South Bank Neighborhood Street Resurfacing UD15-09
2. Wooley Road Arterial Resurfacing Victoria to Rose Ave PW10-05
3. _____

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

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

Signature: _____ Edward J. Carlson Title: Vice President Date: 5/31/17

This Questionnaire Form must be notarized below.

State of California)

County of _____) ss

City of _____)

On _____ before me, _____

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

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

See attached California acknowledgement

Signature _____

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT CIVIL CODE § 1189

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

State of California

County of Riverside

On 5/31/2017 (Date) before me, Donna Thorne, Notary Public (Here Insert name and Title of the Officer),

personally appeared Edward J. Carlson,

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

DONNA THORNE
Commission # 2067768
Notary Public - California
Riverside County
My Comm. Expires Jun 7, 2018

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

WITNESS my hand and official seal.

Signature Donna Thorne (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Questionnaire Form

Date: 5/31/17 Number of Pages Four (4)

Signer(s) Other Than Named Above: None

Signer's Name: Edward J. Carlson
□ Individual
X Corporate Officer – Title(s): Vice-President
□ Partner □ □ Limited □ General
□ Attorney in Fact
□ Trustee
□ Other: _____
Signer is Representing:
All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
□ Individual
□ Corporate Officer – Title(s): _____
□ Partner □ □ Limited □ General
□ Attorney in Fact
□ Trustee
□ Other: _____
Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

REFERENCES FORM

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

Project 1 Description: *Please See Attached*

Construction Dates From: _____ To: _____

Agency Name: _____

Project Manager: _____ Telephone: _____

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

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

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

Project 2 Description: _____

Construction Dates From: _____ To: _____

Agency Name: _____

Project Manager: _____ Telephone: _____

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

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

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

Job No.#	Bid Date	Agency / Owner	Project Title	Bid Amount	AC Tonnage	Concrete	Day/Night	Contract Time	P.M.	Supt	Completed	LC Requirements	Cont. Rec.	Sent Back	Via	NTP
21856	3/19/2009	Flatiron	Route 10, Contract No. 07-117074	$ 3,165,349.00	45,000	0	Both	1010 W/D's	Brett	Art	99.0%		8/10/2009			
22738	2/18/2010	Flatiron/Department of Transportati	Contract No. 07-1219U4, Route 5	$ 1,584,728.00	22,147	0	Night		Brett	Art	99.0%		6/22/2010			
24236		Sema Construction	Route 91 Widening	$ 6,383,106.00	79,150				Brett	Art	99.0%					
25083	11/6/2012	Flatiron	OCTA: Orangethorpe Ave Grade Separation	$ 1,203,899.00	17,000		Day	2.5 Yrs	Brett	Art	99.0%		5/15/2013			
25608	10/1/2012	Atkinson	Devore Interchange	$ 4,485,400.00	56,000		Day	2 Years	Brett	Art	99.0%		9/9/2013	10/9/2013	FED EX	
25701	12/18/2012	Ames Construction	Perris Valley Line	$ 3,576,235.00	39,216		Day	2 Years	Brett	Art	99.0%		10/18/2013	10/16/2014	FED EX	
26109	3/1/2014	Atkinson/Walsh	91 Design/Build	$ 14,000,000.00	191,100		Day	40 Months	Brett	Art	95.0%		2/17/2014			
26320	6/19/2014	Flatiron	Route 5, Camp Pendleton Pavement Rehabilitiation, (11-406	$ 5,443,597.00	61,360		Day/Night	500 Working	Brett	Art	99.0%		11/21/2015	1/22/2015	Fed Ex	
26358	12/5/2013	County of Orange/Sukut	La Pata Gap Closure	$ 9,333,052.86	117,000			2 Years	Brett	Art	99.0%		5/22/2014			
26422	10/23/2013	OHL USA	Magnolia Ave/BNSF RR Grade Separation	$ 976,889.10	15,500				Brett	Art	99.0%		5/12/2014			
26425	7/22/2013	Sukut/Flatiron JV	C/O Corona: Foothill Parkway	$ 4,028,255.00	40,000	4,000	Day	350 Working	Brett	Jerry	99.0%		2/4/2014			
26639	5/14/2014	Flatiron	SANBAG: I-15/Baseline	$ 1,237,110.00	15,016				Brett	Art	99.0%					
26657	6/26/2014	Peterson Chase	07-295704 Rte 605	$ 3,513,468.40	35,100				Brett	Art	0.0%		4/27/2015	5/4/2015	GSO	
26659	8/14/2014	OHL USA	Caltrans: 07-295504 Route 101	$ 3,022,992.00	23,000		Night	200 Working	Brett	Art	99.0%		1/30/2015			
26786	8/21/2014	Myers & Sons Const	Caltrans: 07-294704 Route 101	$ 22,140,018.00	194,000		Night	315 Working	Brett	Art	66.0%		1/12/2015	2/2/2015	FED EX	
26849	1/22/2015	Department of Transportation	Caltrans: 12-0M1104, Route 73	$ 1,545,163.80	3,900	0		200 Working	Brett		99.0%		2/11/2015	2/19/2015	GSO	
26892	1/22/2015	Department of Transportation	Caltrans: 08-1E3304, Route 74	$ 1,413,970.00	9,360	0		80 Working	Brett		99.0%		2/19/2015	3/3/2015	GSO	
27003	3/4/2015	City of Perris	Ramona Expressway Street Improvements	$ 2,230,800.00	6,500	2,300	Day	120 Calendar	Cody		99.0%					
27076	5/14/2015	Department of Transportation	08-1C1104, Route 371	$ 1,534,559.90	11,500	0	Day	60 Working	Brett	Doug	99.0%		6/15/2015			
27077	4/21/2015	Department of Transportation	08-1C0504, Route 79	$ 1,443,266.90	13,800	15		60 Working	Brett	Doug	99.0%		5/18/2015			
27138	3/19/2015	Department of Transportation	Caltrans: 07-2W8704, Route 33	$ 3,499,221.00	32,000	0	Day	100 Working Days	Brett	Doug	99.0%					
27216	7/15/2015	Hardy & Harper	Elysian Rreservoir Improvements Project	$ 712,675.00	0	0	Day		Cody	Randy	50.0%					
27296	7/1/2015	City of Inglewood	Century Blvd. Mobility Improvement Project	$ 18,118,000.00	15,622	12,142	Day & Nite	400 Working	Ron	Jim H.	70.0%		8/4/2015	8/5/2015		
27388	8/11/2015	Department of Transportation	12-0N1404, Route 57	$ 975,342.40	820			180 Working	Brett	Doug	99.0%		9/9/2015			
27605	1/4/2016	Five Point Communites	Alton Parkway from Barranca to Technology	$ 2,414,828.13	6,000	1,000	Day	120	Michele	Rick	99.0%					
27632	1/1/2016	Five Point Communites	Ridge Valley & Cadence	$ 779,916.00	4,585	650	Day	50	Michele	Rick	95.0%					
27648	1/4/2016	Irvine Community Development Co	PA-40 East East and NTS Basin/Trabuco & Ridge Valley	$ 2,184,589.55	6,100				Miguel	Rick	90.0%					
27688	1/4/2016	RMV Realty	PA-2.2 Street Improvements	$ 4,732,600.39	40,000	5,500			Miguel	Rick	90.0%					
27725	2/2/2016	Five Point Communites	D4 Goup 2	$ 1,378,087.00	6,500	500	Day	60 Days	Michele	Rick	90.0%					
27757	2/12/2016	Hardy and Harper	City of Villa Park ~ FY 15/16 Street Rehabilitation Project	$ 39,210.00	0	0			Cody	Randy	0.0%					
27794	1/4/2016	City of Long Beach	Long Beach Annual Contract - Street Repair	$ 16,000,000.00	75,000	5,000	Day	365 Calander	Jerry	Jorge	50.0%					
27804	12/3/2015	USS Cal Builders	Caltrans, Route 91, 07-306204	$ 3,090,090.00	29,300	0	Day/Night	350 Working	Brett	Art	70.0%					
27805	10/8/2015	Powell Constructors	07-3X7114, Route 60	$ 557,178.00	9,000	0	Day/Night	90 Working	Brett	Doug	99.0%		12/21/2015			
27819	10/15/2015	Atkinson	07-1193U4, Route 10	$ 9,349,470.14	135,000	0	Night	5 Years	Brett	Art	2.0%					
27820	2/24/2016	Department of Transportation	08-1C0914 Route 60/215	$ 17,439,087.60	131,900	0	Day	175 Working Days	Brett	Doug	70.0%					
27825	2/23/2016	Department of Transportation	08-0R9504- Route 371	$ 519,815.20	1,910	0	Day		Brett	Doug	99.0%					
27830	10/14/2015	USS Cal Builders	12-0N1104, Route 133	$ 579,909.00	7,900	0	Day	550 Working	Brett	Art	70.0%					
27847	2/1/2016	Oltman/Tarpon Property	Goodman Commerce Center	$ 3,915,289.68	11,000	6,500	Day	160 Working Days	Miguel	Jim H.	85.0%					
27849	3/1/2016	Command Performance Constr.	Fort Irwin Replacement Hospital	$ 1,255,862.86	0	0	Day		Gordon	Todd	95.0%					
27946	3/10/2016	Chino Development Corp.	Tr. 18480 Street Improvements	$ 1,646,289.00	4,000	1,000	Day	90 Working	Miguel	Jerry	95.0%					
27995	5/4/2016	Belco Electric	City of Culver City ~ Sony Picture ~ Overland Gate	$ 226,560.00	0	0			Cody	Randy	95.0%					
28015	4/25/2016	Cal Atlantic	Newport & Parkview	$ 925,687.00	3,550	500	Day	75 Days	Michele	Rick	99.0%					
28017	4/25/2016	Five Point Communites	District 4 Area 3 & Pusan	$ 1,192,000.00	7,000	1,200	Day	75 Days	Michele	Rick	90.0%					
28023	5/12/2016	California Professional Engineering	City of Industry ~ Colima Road	$ 128,486.00	0	0			Cody	Randy	0.0%					
28024	5/12/2016	Belco Electric	LACDPW ~ Crenshaw Blvd.	$ 94,834.00	0	0			Cody	Randy	0.0%					
28026	3/8/2016	County of Los Angeles	Firestone Blvd ET AL	$ 2,346,000.00	6,948	554	Day	70 Working	Ron	John	98.0%		4/7/2016	4/20/2016		
28043	5/17/2016	Belco Electric	LACDPW ~ 2016 As Needed	$ 300,000.00	0	0			Cody	Randy	75.0%					
28090	4/12/2016	Caltrans	07-1W8204 Rte 14	$ 1,496,944.80	12,800	0		75 Days	Brett	Doug	99.0%					
28096	4/1/2016	Caltrans	Route 18 (08-1G0704) Running Springs	$ 3,161,996.00	10,000	0	Day	60 Days	Brett	Doug	95.0%					
28114	6/8/2016	Valley Crest Landscaping	Irvine Blvd & Chinon - Irvine	$ 593,470.00	0	2,000	Day		Michele	Rick	80.0%					
28128	6/9/2016	City of Carlsbad	Pavement Overlay Project	$ 1,627,480.70			Day	50 Working Days	Brett	Jerry	98.0%					
28144	5/24/2016	City of Commerce	Annual Pavement Rehab Project	$ 1,836,076.00	17,000		Day	50 Working	Gordon	John	99.0%					
28157	6/21/2016	Sequel Contractors	LACDPW ~ Slauson Avenue Revitalization	$ 19,221.00	0	0			Cody	Randy	50.0%					
28165	9/15/2015	City of Industry	Industry Business Center Roadway	$ 18,784,000.00	9,410	14,059	Day	250 Working	Ron	Jim	21.0%		9/15/2015	9/22/2015		
28171	5/19/2016	City of Ontario	FY 2015/2016 Pavement Rehabilitation Program	$ 3,383,479.40	27,400		Day	80 Working Days	Brett	Jim	99.0%					
28190	6/30/2016	Parkwest Landscape	District 1 NOSO CFD	$ 436,356.00		750	Day	40 Days	Michele	Rick	80.0%					
28191	6/30/2016	Parkwest Landscape	District 1 NOSO Non-CFD	$ 231,537.00			Day	20 Days	Michele	Rick	80.0%					
28199	7/1/2016	Chino Preserve Development	Tr. 19936/19935/19953/18480	$ 831,551.40	2,500	600	Day	8 DayP	Miguel	Jerry	95.0%					
28202	6/2/2016	City of Orange	Tustin Street & Lincoln Ave Intersection Improvements	$ 515,515.00	14,525	554	Day	120 Calendar Days	Jerry	Rick	20.0%					
28223	5/11/2016	City of Newport Beach	Irvine Avenue Pavement & Median Rehabilitation, Contract N	$ 1,662,662.00	4,540	173	Day	240 Working Days	Jerry	Rick	98.0%					
28224	7/14/2016	Belco Electric	City of Culver City - TS Left Turn Phasing Project	$ 119,000.00	0	0			Cody	Randy	99.0%					
28233	3/24/2016	Belco Electric	City of Downey ~ Traffic Signal Upgrades at Various Locatio	$ 222,600.00	0	0			Cody	Randy	50.0%					
28238	6/15/2016	County of Orange	John Wayne Pavement Maintenance	$ 3,115,000.00	5,608	300	Day/Night	365 Calander	Ron	Doug	30.0%		7/14/2016	7/19/2016		
28253	6/29/2016	City of Lake Forest	Alton Parkway Rehabilitation project from Portola Pkwy	$ 678,556.00	5,860	0	Day	50 Working	Jim	Rick	95.0%		7/18/2016	7/21/2016		
28261	7/1/2016	SC Baldy View Development	11th Street Improvements	$ 522,367.55	1,100	300	Day	45 Working Days	Miguel	Jim	80.0%					
28271	7/26/2016	Toll Bros	Orchard Hills - Irvine	$ 2,042,639.00	16,000	1,000	Day	90 days	Michele	Rick	70.0%					
28278	8/2/2016	Hardy and Harper	City of Los Angeles ~ Magnolia Blvd. and Coldwater Canyon	$ 8,800.00	0	0	Day		Cody	Randy	0.0%					
28287	9/14/2016	Foremost Companies	Temescal Canyon Rd & El Hermano - Corona	$ 2,232,659.00	8,500	1,000	Day	95 Days	Michele	Jerry	90.0%					
28301	8/8/2016	City Los Angeles	Figueroa Corridor Project - Martin Luther King Jr. Blvd	$ 564,033.70	49	250	Day	205 Calendar	Bob	John	50.0%					
28302	6/22/2016	City of Irvine	Annual Street Rehabilitation & Slurry Seal Project, Bid No. 1	$ 5,896,896.00	48,860	0	Day	80 Calendar Days	Jerry	Rick	98.0%					
28313	9/14/2016	Calatlantic Group	Heritage Lakes Dr & Mccall Blvd - Menifee	$ 990,249.92	5,888	500	Day	60 Days	Michele	Jerry	90.0%					
28316	8/1/2016	City of Santa Monica	5th Street Parking Lots	$ 547,000.00	299	60	Day	60 Calendar Days	Ron	Doug	98.0%					
28319	3/9/2016	Chumo Construction	12-0N2504 Route 133/405	$ 403,341.00	3,390		Night	1 Year	Brett	Doug	95.0%					
28326	4/20/2016	BMC Enterprises	12-0P2504-Route 405	$ 152,740.00	2,290	0			Brett	Rick	95.0%					
28330	7/20/2016	City of San Marino	Huntington Drive Street Rehabilitation Project	$ 992,394.00	4,648	820	Day	90 days	Jim	Jim	95.0%					
28334	8/16/2016	Excel Paving Co.	City of Burbank ~ Bob Hope Airport - Runway 8-26 Rehab.	$ 857,288.00	0	0	Day		Cody	Randy	99.0%					
28338	5/11/2016	City of Los Angeles	My FIG Project-Figueroa Corridor Streetscape Improvements	$ 11,806,000.00	3,671	1,542	Day	200 Working	Gordon	Doug	6.0%		8/4/2016	8/10/2016		
28342	7/14/2016	City of Beverly Hills	Street & Alley Improvements	$ 3,025,000.00	13,859	349	Day	200 Working Days	Ron	John	80.0%		8/18/2016	8/23/2016		

Job No.#	Bid Date	Agency / Owner	Project Title	Bid Amount	AC Tonnage	Concrete	Day/Night	Contract Time	P.M.	Supt	Completed	LC Requirements	Cont. Rec.	Sent Back	Via	NTP
28348	8/18/2016	Nobest Inc.	City of Lynwood ~ Long Beach Blvd. Phase 1	$ 628,514.00	0	0	Day		Cody	Randy	0.0%					
28352	6/29/2016	County of Riverside Trans. Dept.	North San Jacinto Group 1	$ 136,943.00	1,060	5 CY	Day	30 Working Days	Gordon	Jerry	99.0%					
28354	5/11/2016	Caltrans District 12	12-0P2604-Irvine Park & Ride	$ 952,187.10	4,100	110	Day	120 Working Day	Gordon	Doug	10.0%					
28370	8/23/2016	Quickel Paving	City of Santa Ana ~ 1331 West Central Avenue	$ 3,500.00	0	0	Day		Cody	Randy	0.0%					
28371	8/24/2016	Imperial Paving Company	City of Hawthorne ~ 3901 Jack Northrop Avenue	$ 32,400.00	0	0	Day		Cody	Randy	0.0%					
28379	8/26/2016	Belco Electric	City of Arcadia ~ Foothill Blvd. (Rosemead Blvd. to Shamroc	$ 118,506.00	0	0	Day		Cody	Randy	0.0%					
28414	5/23/2016	City of Carson	Carson Avenue and Avalon Blvd. Intersection	$ 618,569.00	200	195	Day	120 Calendar Days	Gordon	John	0.0%					
28451	9/1/2016	City of Culver City	2016 Duquesne Avenue Slurry Seal and Striping Project	$ 207,120.00	130	0	Day		Brian A	Darren	50.0%					
28452	8/10/2016	County of Riverside	Gilman Springs Road	$ 1,622,671.20	4,920	45	Day	45 Calendar Days	Gordon	Jerry	99.0%					
28468	9/28/2016	Calatlantic Group	Beech & Sierra Lakes Parkway - Fontana	$ 272,321.00	2,400	250	Day	30 Days	Michele	Jim H.	30.0%					
28469	9/28/2016	Foremost Companies	Two Areas - Chino & Riverside - Ontario	$ 469,622.00	2,325	250	Day	30 Days	Michele	Jim H.	75.0%					
28480	7/26/2016	ICDC	Portola Springs PA-6 5B	$ 1,815,790.00	9,000	2,000	Day	55 Working	Miguel	Rick	90.0%					
28481	9/1/2016	City of Anaheim	Slurry Seal Group #1	$ 632,797.50	1,800	0	Day	35 Working	Brett	Rick	99.0%					
28483	9/28/2016	Brightview Landscape	Upper Bee Canyon & Bosque - Irvine	$ 1,268,059.00	400	1,500	Day	120 Days	Michele	Rick	30.0%					
28484	8/24/2016	City of Westminster	Westminster Blvd Improvement Project	$ 1,066,259.20	5,161	555	Day	50 Working Days	Brett	Rick	80.0%					
28485	10/1/2016	SL ONTARIO	Park Place II	$ 995,212.26	3,500	500	Day	120 Working Days	Miguel	Jim	85.0%					
28486	8/31/2016	City of Fountain Valley	The Rehabilition and Resurfacing of Projects No T1272 & T1	$ 3,199,360.18	23,637	770	Day	90 Working	Jim	Rick	85.0%		9/13/2016	9/14/2016		
28488	9/28/2016	Foremost Companies	Chino Ave, West of Archibald - Ontario	$ 1,018,750.00	5,700	1,200	Day	90 Days	Michele	Jim H.	50.0%					
28501	10/11/2016	City of Santa Ana	2017 Annual Pothole Repair	$ 450,000.00	0	0	Day		Cody		40.0%					
28508	10/6/2016	Hardy and Harper	City of Riverside ~ Jurupa Avenue Improvements	$ 25,200.00	0	0	Day		Cody	Randy	0.0%					
28512	10/7/2016	California Professional Engineering	City of Santa Ana ~ T.S. Modification	$ 75,814.00	0	0	Day		Cody	Randy	0.0%					
28513	10/7/2016	Belco Electric	LACDPW ~ Florence Avenue	$ 140,218.00	0	0	Day		Cody	Randy	0.0%					
28514	10/7/2016	Belco Electric	City of Rancho Cucamonga ~ T.S Installations	$ 79,440.00	0	0	Day		Cody	Randy	0.0%					
28515	10/7/2016	Belco Electric	City of Jurupa Valley ~ Mission/ Wineville Traffic Signal	$ 19,000.00	0	0	Day		Cody	Randy	99.0%					
28523	9/14/2016	City of San Marcos	South Rancho Santa Fe Road Street Rehabilitation	$ 3,108,609.00	21,000	125	Day	80 Working Days	Jim	Jerry	30.0%					
28528	10/11/2016	Preferred Paving	City of Carson	$ 10,128.00	0	0	Day		Cody	Randy	0.0%					
28530	10/1/2016	The Whiting- Turner Contracting Co	Kaiser Permanente Chino Grand Medical Office Building	$ 494,885.00	300	200	Day	120 Working Days	Jim	Jerry	95.0%					
28533	10/5/2016	ACI	SCE Access Road; Orchard Hills	$ 92,020.50	500	15	Day	30 Working Days	Miguel	Rick	0.0%					
28535	10/13/2016	Pavewest Inc.	City of Compton ~ 301 W. Walnut Street	$ 12,150.00	0	0	Day		Cody	Randy	0.0%					
28552	8/18/2016	City of Orange	CDBG Fiscal Year 2015-16 Alley and Street Improvements	$ 403,909.00	4,395	158	Day	45 Calendar Days	Brett	Rick	99.0%					
28556	10/17/2016	LBCT, LLC	Pier F @ Rail Yard	$ 27,360.00	100	0	Day	365 Calendar Days	Gordon	Doug	10.0%					
28572	10/27/2016	California Professional Engineering	City of Santa Ana ~ SRTS King Elementary School	$ 125,260.00	0	0			Cody	Randy	0.0%					
28576	10/28/2016	Sequel Contractors	City of Long Beach ~ Orange Avenue Between 52nd Street a	$ 169,635.00	0	0			Cody	Randy	50.0%					
28583	11/1/2016	Parkwest Construction	Irvine Blvd Phase II Concrete - Irvine Blvd & Pusan Way - Irv	$ 268,247.00		900	Day	25 Working Days	Michele	Rick	0.0%					
28594	11/2/2016	Calatlantic Group	Vila Borba Phase II - Butterfield Ranch Rd & Park Crest Lane	$ 1,721,699.00	9,000	900	Day	90 Working	Michele	Jerry	30.0%					
28596	5/4/2016	Myers & Sons Construction	07-302604 Route 57	$ 910,737.60	7,940		Day	250 Working Days	Brett	Art	0.0%					
28617	10/12/2016	City of Norwalk	Rehabilitation of Alondra Boulevard from Studebaker Road t	$ 686,686.00	5,222	172	Day	60 Working Days	Jerry	Rick	0.0%					
28621	11/15/2016	Sequel Contractors	City of Hawthorne ~ Aviation Blvd. and Marine Avenue	$ 130,417.00	0	0			Cody	Randy	99.0%					
28639	10/14/2016	ICDC	Orchard Hills Backbone	$ 2,220,000.00	14,000		Day	120 Working Days	Miguel	Rick	6.0%					
28671	8/9/2016	Powell Constructors	12-0M4904 Route 5	$ 343,872.50	4,440	0	Day/Night	325 Working Days	Brett	Art	25.0%					
28688	11/17/2016	LDK Norco-Lewis Operating Retail	River Rd. & Coridon St. Improvements	$ 2,270,270.00	1,600	500	Day	60 Working Days	Miguel	Jerry	40.0%					
28694	1/1/2017	California Professional Engineering	City of Santa Ana ~ SR2S - Washington Elementary	$ 71,525.00	0	0			Cody	Randy	0.0%					
28695	12/1/2016	Calatlantic Group	Fontana	$ 445,848.00	1,000	300	Day	30 Days	Michele	Jerry	50.0%					
28696	12/1/2016	Foremost Companies	Terramor Intract	$ 1,815,000.00	6,000	650	Day	95 Days	Michele	Jerry	60.0%					
28700	1/1/2017	California Professional Engineering	City of Santa Ana ~ SR2S - Heninger Elementary	$ 146,000.00	0	0			Cody	Randy	0.0%					
28701	1/1/2017	Brookfield Homes	Spencer's Crossing	$ 1,949,313.00	12,500	1,000	Day	90 Days	Michele	Jerry	30.0%					
28717	9/21/2016	City of Long Beach	California Avenue Widening from Willow to Spring Street, R6	$ 904,904.00	2,099	424	Day	60 Working Days	Jerry	Jorge	30.0%					
28728	12/1/2016	City of Newport Beach	Ocean Blvd & Poppy Avenue Street Improvements C-6189	$ 1,216,033.00	0		Day		Jerry	Rick	15.0%					
28729	11/17/2016	City of San Clemente	Camino Del Rio & Camino De Los Mares Rehabilitation	$ 1,627,627.00	485	635	Day	90 Working Days	Jerry	Rick	20.0%					
28734	1/1/2017	Five Point Communites	Barranca from Alton to Marine Way	$ 2,609,295.00	4,000	500	Day	90 Days	Michele	Rick	0.0%					
28738	10/27/2016	City of Banning	Street Improvements at Various Locations 2016-03	$ 944,900.00	5,500	100	Day	80 Working Days	Cody	Jerry	75.0%					
28739	1/9/2017	Hardy and Harper	City of Pasadena ~ 2016 Preventive Maintenance	$ 39,250.00	0	0	Day		Cody	Randy	0.0%					
28740	1/9/2017	Imperial Paving Company	City of La Mirada ~ Biola University - Upper Lot C	$ 18,750.00	0	0	Day		Cody	Randy	0.0%					
28750	1/13/2017	Pavewest Inc.	City of Ontario - 1600 East 4th Street	$ 12,431.00	0	0	Day		Cody	Randy	0.0%					
28752	1/13/2017	Belco Electric	City of Eastvale ~ Sumner Avenue and 65th Intersection	$ 28,000.00	0	0	Day		Cody	Randy	10.0%					
28753	1/13/2017	Belco Electric	City of La Mirada ~ Artesia Blvd. at East Industry	$ 28,500.00	0	0	Day		Cody	Randy	10.0%					
28754	1/13/2017	Belco Electric	City of Irvine ~ Ridge Valley at Magnet Signal	$ 32,303.00	0	0	Day		Cody	Randy	10.0%					
28759	10/12/2016	County of Riverside Trans. Dept.	Columbia Street Resurfacing Project	$ 1,116,441.41	8,060		Day	40 Working Days	Brett	Jerry	80.0%					
28764	1/19/2017	California Professional Engineering	City of Whittier ~ Florence Avenue/Mills Avenue	$ 111,000.00	0	0	Day		Cody	Randy	0.0%					
28766	1/20/2017	Belco Electric	City of El Segundo ~ Fiber Optic Network Expansion	$ 102,180.00	0	0	Day		Cody	Randy	0.0%					
28771	11/17/2016	City of Orange	Washington Ave., Almond Ave., & Palmyra Ave. Rehab.	$ 675,763.50				60 Calendar Days	Brett	Rick	10.0%					
28773	1/9/2017	Chumo Construction	Route 405 Contract No. 12-0M3504	$ 2,060,360.00	30,040				Brett	Art	0.0%					
28777	1/5/2017	RMV Realty	Planning Area 2.3 and 2.4	$ 3,795,280.00	30,000	2,200	Day	120 working days	Miguel	Rick	10.0%					
28790	12/15/2016	City of Dana Point	Annual Roadway Resurfacing Project FY 2016/2017	$ 2,212,212.00	9,980	1,364	Day	80 Workings Days	Jerry	Rick	35.0%					
28804	9/6/2016	City of South El Monte	Durfee Ave Street & Median Improvements	$ 1,529,342.45	1,430	840	Day	50 Working	Gordon	Jerry	25.0%		10/13/2016	10/19/2016	FED EX	
28810	12/15/2016	City of Alhambra	2016 HUD Street Rehabilitation Project	$ 1,355,276.40	9,260	640	Day	65 Calendar Days	Gordon	Rick	25.0%		1/16/2017	1/30/2017	FED EX	
28815	1/19/2017	ICDC	Cypress Village PA-40 Street Improvements	$ 800,069.00	530	3,000	Day	365 working days	Miguel	Rick	0.0%					
28816	1/19/2017	ICDC	Cypress Village PA-40 Street Improvements	$ 688,959.00	2,090		Day		Miguel	Rick	5.0%					
28820	10/12/2016	Nobest Inc.	City of Cerritos- Cerritos Bike Corridor	$ 46,542.00	325	0	Day	80 Working Days	Jim	Art	0.0%					
28826	2/10/2017	Marne Construction	Kaiser Murrieta PCC	$ 164,170.58	0	0	Day		Gordon	Todd	80.0%					
28828	1/19/2017	ICDC	Cypress Village PA-40 Street Improvements	$ 221,062.50	10		Day		Miguel	Rick	0.0%					
28829	1/19/2017	ICDC	Cypress Village PA-40 Street Improvements	$ 268,250.00	1,400		Day		Miguel	Rick	0.0%					
28830	1/19/2017	ICDC	Cypress Village PA-40 Street Improvements	$ 282,797.50	10		Day		Miguel	Rick	0.0%					
28833	2/17/2017	Brookfield Homes	Playa Vista Grind & Overlay	$ 473,616.00	2,400	100	day	20 Working Days	Michele	Jorge	99.0%					
28834	2/17/2017	Hardy and Harper	City of Lake Forest ~ Alternate Raw Water Trans Main	$ 6,120.00	0	0	Day		Cody	Randy	0.0%					
28849	2/23/2017	MSL/City of Inglewood	Crenshaw Blvd. & 84th Place	$ 58,200.00	25	10	Day		Gordon	John	0.0%					
28861	2/28/2017	Imperial Paving Company	Los Angeles ~ Valley Ideal Org.	$ 20,514.00	0	0	Day		Cody	Randy	0.0%					
28863	1/12/2017	ICDC	Orchard Hills PA-1 N3 Traffic Signal Tract 16530	$ 558,558.00	200	40	Day	120 Working Days	Miguel	Rick	0.0%					

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28881	3/5/2017	Hardy and Harper	City of Jurupa Valley ~ Citywide Pavement - Phase 4	$ 239,040.00	0	0	Day		Cody	Randy	99.0%					
28883	3/5/2017	Excel Paving Co.	City of Lynwood ~ Long Beach Blvd. Phase II	$ 85,827.00	0	0	Day		Cody	Randy	0.0%					
28884	3/5/2017	Excel Paving Co.	Burbank Airport ~ Runway 15-33 Rehab	$ 998,695.00	0	0	Day		Cody	Randy	0.0%					
28886	3/6/2017	Sequel Contractors	City of San Gabriel ~ San Gabriel Blvd and Mission Road	$ 20,150.00	0	0	Day		Cody	Randy	0.0%					
28888	3/6/2017	Copp Contracting	City of Cudahy ~ Hartle Avenue Street Improvements	$ 24,150.00	0	0	Day		Cody	Randy	0.0%					
28901	1/19/2017	ICDC	Orchard Hills N3 Street Improvements	$ 452,169.88	2,650	7,000	Day	240 Working Days	Miguel	Rick	0.0%					
28902	1/19/2017	ICDC	Orchard Hills N3 Street Improvements	$ 947,322.65	2,505		Day		Miguel	Rick	0.0%					
28903	1/19/2017	ICDC	Orchard Hills N3 Street Improvements	$ 443,778.75	2,100		Day		Miguel	Rick	0.0%					
28904	1/19/2017	ICDC	Orchard Hills N3 Street Improvements	$ 638,421.48	1,510		Day		Miguel	Rick	0.0%					
28905	1/19/2017	ICDC	Orchard Hills N3 Street Improvements	$ 693,366.70	1,180		Day		Miguel	Rick	0.0%					
28906	1/19/2017	ICDC	Orchard Hills N3 Street Improvements	$ 484,920.25	2,100		Day		Miguel	Rick	0.0%					
28915	12/13/2016	City of Santa Ana	Warner & First Street	$ 2,588,698.00	6,760	398	Day	90 Working	Jim	Rick	5.0%		3/2/2017			
28926	3/17/2017	Padilla Garden Homes	Mission Drive and Padilla Street	$ 204,941.00	85	35	Day	20 Working Days	Maurice	Jim H.	0.0%					
28934	3/15/2017	Rollie's Construction	Tract 35606 Street Improvement	$ 175,570.81	0	0	Day		Maurice	Jerry	10.0%					
28937	1/24/2017	City of Arcadia	2016/2017 Pavement Rehabilitation Program	$ 1,077,700.00	8,700	600	Day	90 Calendar Days	Cody	Jim H.	0.0%					
28939	3/15/2017	Dynalectric	City of Los Angeles - 33rd St. & Central Ave	$ 73,082.00	30	30	Day		Gordon	Doug	25.0%		2/23/2017	2/23/2017		
28946	3/17/2017	Hardy and Harper	City of Temecula -Maintenance Repairs	$ 17,630.00	0	0	Day		Cody	Randy	0.0%					
28947	3/17/2017	Pavewest Inc.	City of Cerritos - Studebaker Road	$ 48,620.00	0	0	Day		Cody	Randy	0.0%					
28949	2/15/2017	EVMWD	Paving of Pottery, Granite, Lookout, and Ellis Streets	$ 216,500.00	2,100	0	Day	45 Calendar Days	Cody	Jerry	99.0%					
28955	2/2/2017	City of Huntington Beach	Edinger Ave Widening	$ 399,928.00	300	200	Day	50 Working Days	Jim	Rick	0.0%		3/21/2017	4/11/2017		
28961	2/22/2017	City of Victorville	Water Warehouse #1 Paving Project	$ 236,586.50	600	156	Day	20 Days	Maurice	Frank	50.0%		2/27/2017			
28970	3/24/2017	Five Point Communites	D4 Area 3 MBB Streets	$ 1,135,000.00	4,000	500	Day	75 Days	Michele	Rick	5.0%					
28981	3/21/2017	Department of Transportation	07-2X0104	$ 1,730,000.00	6,800				Brett	Doug	0.0%					
28982	4/1/2017	Sapa Extrusions, Inc.	City of Industry - Sapa Plant	$ 24,660.00	0	0	Day		Maurice	Art	0.0%					
28987	2/3/2017	County of Riverside	Van Buren Boulevard Pavement Rehabilitation Phase 1A	$ 535,065.00	5,900		Day	20 Working Days	Brett	Jerry	0.0%					
28990	4/4/2017	Autobahn Construction	A/C Overlay - Caltrans	$ 500,000.00	5,000		Night	30 Working Days	Jim	Art	0.0%					
29006	4/17/2017	Pavewest Inc.	2107 Atlantic Blvd	$ 9,200.00	0	0	Day		Cody	Randy	0.0%					
29013	4/17/2017	Hardy & Harper	W. Rincon St. & Auburndale St	$ 7,070.00	0	0	Day		Cody	Randy	0.0%					
29015	3/7/2017	City of Vernon	Misc. Grinding, Paving, and Crack Seal	$ 611,700.00	6,400	0	Day	45 Calendar Days	Cody	Art	20.0%					
29016	4/10/2017	City of West Covina	Residential Street Rehabilitation at Various Locations	$ 469,960.70	2,100	141	Day	20 Working Days	Edward	Jim H.	5.0%					
29024	3/29/2017	City of San Fernando	Alexander Street Improvements Project	$ 227,153.87	650	140	Day	60 Working Days	Edward	John	0.0%					
29026	4/18/2017	C.S. Legacy Construction	Miles Avenue Park Improvements FD	$ 46,494.80	0	0	Day		Maurice	Art	0.0%					
29027	4/21/2017	Hardy Harper	Yale Ave Rehabilitation	$ 88,926.00	0	0	Day		Cody	Randy	50.0%					
29028	4/21/2017	Ben's Asphalt	Judson Street & Sylvan Blvd	$ 33,800.00	0	0	Day		Cody	Randy	0.0%					
29029	4/21/2017	Concept Paving	5894 Edinger Ave	$ 8,400.00	0	0	Day		Cody	Randy	0.0%					
29030	4/21/2017	Concept Paving	17220 Lakewood Blvd.	$ 24,300.00	0	0	Day		Cody	Randy	0.0%					
29031	4/21/2017	Concept Pavng	3110 Via Mondo	$ 9,600.00	0	0	Day		Cody	Randy	0.0%					
29032	4/13/2017	LADWP	89078- Paving, Asphalt	$ 43,614.64	622	0	Day	1 Working Day	Edward	Art	0.0%					
29039	4/20/2017	City of Buena Park	Slurry Seal Project No. 603	$ 188,492.06	360	0	Day		Brian A	Darren	5.0%					
29040	4/14/2017	Landsea Holdings	Tr. 15353 Street Improvements	$ 1,564,980.10	9,500	800	Day	N/A	Miguel	Rick	0.0%					
29050	4/14/2017	Lewis-Hillwood	Renissance & Linden Street Improvements	$ 4,630,000.00	25,000	4,000	Day	180 Working Days	Miguel	Jim H.	0.0%					
29062	1/11/2017	City of Long Beach	Annual Contract for Street Improvements, R-7084	$ 10,000,000.00	25,000	2,000	Day/Night	One Year	Jerry	Jorge	0.0%					
29064	3/21/2017	City of Brea	Lambert & Kraemer Blvd	$ 2,011,118.00	16,968	470	Day	80 Working Days	Jim	Rick	0.0%		4/18/2017	4/26/2017	FEDEX	
29066	4/24/2017	City of Huntington Beach	Main Street Paving	$ 279,985.00	2,645	0	Day	30 Working Days	Jim	Rick	0.0%					
29073	4/27/2017	City of Seal Beach	Westminster Avenue	$ 1,053,170.00	9,520	30	Day	60 Working Days	Jim	Rick	0.0%		4/28/2017			
29077	3/14/2017	City of Rancho Cucamonga	Base Line Road and Rochester Avenue Pavement Rehab	$ 1,027,700.00	10,000	0	Day	60 Working Days	Cody	Jim H.	0.0%					
29078	4/18/2017	City of Azusa	Sierra Madre Avenue Street Rehabilitation	$ 767,700.00	7,000		Day	60 Working Days	Cody	Jim	0.0%		5/4/2017			
29084	4/21/2017	LADWP	89079-Asphalt Concrete Paving at Crenshaw Customer Serv	$ 60,928.00	800	0	Day	20 Working Days	Edward	John	0.0%					
29103	4/4/2017	City of Huntington Beach	Operetta Drive	$ 416,344.00	650	80	Day	35 Working Days	Jim	Rick	0.0%		5/2/2017	5/10/2017	FEDEX	
29112	3/28/2017	City of Temecula	Pavement Rehabilitation Program - Margarita Road	$ 2,577,770.00	23,500	0	Day	120 Working Days	Cody	Jerry	0.0%					
	3/25/2016	Flatiron	Disneyway - Anaheim	$ 304,227.00	3,650		Day	2 years	Brett	Rick	0.0%					
	9/13/2016	Los Angeles	Burbank Blvd & Hayvenhurst	$ 1,397,636.00	40	430	Day	595 Calendar Days	Gordon	John	0.0%					
	11/2/2016	OHL	OC 405 Partners	$ 37,300,000.00	373,000		Day		Brett	Art	0.0%					
	11/8/2016	Sukut Construction	Olinda Alpha Landfill	$ 1,269,635.00	6,500	0	Day	240 Working Days	Miguel	Rick	0.0%					
	2/20/2017	Ortiz Enterprises Inc.	Interstate 15/ State Route 79 South Ultimate Interchange	$ 3,094,087.50	39,130		Day	360 Working Days	Brett	Art	0.0%					
	3/7/2017	City of Riverside	Iowa & Central	$ 275,233.00	800	130	Day	25 Working	Jim	Jerry	0.0%		3/28/2017	4/6/2017	FEDEX	
	3/15/2017	Calatlantic Group	Amelia	$ 366,463.00	2,600	500	Day	60 Days	Michele	Jerry	0.0%					
	3/15/2017	March Joint Powers Authority	Phase II Widening Improvements Van Buren	$ 2,760,000.00	8,000	1,000	Day	90 Working Days	Miguel	Jerry	0.0%					
	3/22/2017	Guy F. Atkinson	07-252624 Route 5	$ 1,665,341.79	46,300		Day	520 Working Days	Brett	Art	0.0%					
29139	3/27/2017	O'Duffy Construction	Elsworth & Alesandro	$ 230,690.00	1,035	104	Day	80 Working Days	Jim	Jerry	0.0%		5/19/2017			
29114	3/28/2017	City of Rancho Cucamonga	Hellman Avenue & 8th Street Widening	$ 1,610,761.00	2,600	380	Day	60 Working	Gordon	Jim H.	0.0%		4/20/2017	5/1/2017	FEDEX	
	3/30/2017	City of Palm Desert	Intersection Improvements at Bursera Street, Thrush Rd, Mtr	$ 232,620.00	247	147	Day	30 Calendar Days	Maurice	Jerry	0.0%					
	4/1/2017	Riverside Construction	11th Street AC Cap	$ 111,959.00	600	0	Day	N/A	Miguel	Jim H.	0.0%					
	4/4/2017	Department of Transportation	12-0Q1204 Route 91	$ 507,794.05	1,820		Day	60 Working Days	Brett	Doug						
	4/11/2017	City of Costa Mesa	Tewinkle Park Parking Lot Improvements	$ 450,002.50	390	176	Day	18 Working Days	Maurice		0.0%					
	4/13/2017	City of Costa Mesa	Parking Lots Rehab at Various Locations	$ 877,566.00	3,644	0	Day	48 Working Days	Maurice	Rick	0.0%					
	4/17/2017	City of Bell	FY 2016/2017 Street Rehabilitation	$ 835,925.00	5,100	500	Day	50 Working Days	Cody	John M.	0.0%					
29122	4/18/2017	City of Rancho Cucamonga	Carnelian Street & Hillside Road	$ 444,138.95	4,375	0	Day	60 Working Days	Gordon	Jim H.	0.0%		5/17/2017			
	4/20/2017	City of Rancho Mirage	Highway 111 Street Rehabilitation	$ 759,494.00	1,729	0	Day	20 Working Days	Maurice	Jerry	0.0%					
29047	5/1/2017	Sequel Contractors	2016-2017 Minor Streets - Phase 1	$ 151,910.00	0	0	Day		Cody	Randy	0.0%					
29052	5/1/2017	Quickel Paving	Via Barrida Impr.	$ 6,880.00	0	0	Day		Cody	Randy	0.0%					
29053	5/1/2017	Hardy & Harper	Glendon Way & Almansor Street	$ 29,120.00	0	0	Day		Cody	Randy	0.0%					
29054	5/1/2017	Hardy & Harper	Ave. Del Presidente	$ 6,300.00	0	0	Day		Cody	Randy	0.0%					
29055	5/1/2017	Hardy & Harper	Arlington Ave Impr.	$ 11,400.00	0	0	Day		Cody	Randy	0.0%					
29056	5/1/2017	Excel Paving Co.	FY 2016/2017 Annual Resid.	$ 38,353.00	0	0	Day		Cody	Randy	0.0%					
	5/1/2017	City of Highland	FY 13/14, FY 14/15, FY 15/16 CDBG Streets Pavement Impr	$ 823,389.68	4,303	114	Day	45 Workings	Edward	Jerry	0.0%					
	5/2/2017	City of Tustin	Redhill Avenue Widening	$ 7,286,306.00	18,000	1,500	Day	180 Working Days	Jim	Rick	0.0%					
	5/2/2017	City of Temple City	Street Rehabilitation Project 2017	$ 1,018,110.00	8,800	0	Day	60 Working Days	Gordon	Jim H.	0.0%					

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	5/1/2017	Long Beach Unified School District	Polytechnic High School Improvements	$ 749,000.00	1,120	160	Day	60 Working Days	Gordon	John M.	0.0%		5/8/2017			
	5/4/2017	City of Jurupa Valley	Citywide Pavement Rehabilitation - Phase 6	$ 920,000.00	10,000	20	Day	45 working days	Cody	Jerry	0.0%		5/22/2017			
29068	5/5/2017	Imperial Paving Company	11401 Bloomfield Avenue	$ 6,600.00	0	0	Day		Cody	Randy	0.0%					
	5/2/2017	Lewis Operating	Meridian Street Improvements	$ 5,277,277.00	40,000	3,000	Day	N/A	Miguel	Jerry	0.0%					
29108	5/2/2017	Pardee Homes	Benton Rd Widening (Tierra Del Rey)	$ 823,647.00	3,700	250	Day	100 Working Days	Michele	Jerry	0.0%					
	5/1/2017	Brookfield Homes	Amelia and Aster Heights	$ 190,475.00	1,200		Day	10 Working	Michele	Rick	0.0%					
	5/9/2017	City of Claremont	Pavement Repair - Asphalt, Curb and Gutter	$ 103,430.93	230	60	Day	20 Working Days	Edward	Jim	0.0%					
	5/9/2017	City of Huntington Beach	Residential Overlay Zone 10	$ 1,823,138.00	16,000	0	Day	40 Working Days	Jim	Rick	0.0%					
	5/10/2017	City of Torrance	Residential Slurry Seal & Arterial Street Pavement Sealing	$ 2,149,395.00	5,000	280	Day	90 Working Days	Gordon	John M.	0.0%					
	5/10/2017	Mamco Construction	Perris Blvd. Widening	$ 262,100.00	4,100		Day	210 Calendar Days	Jim	Art	0.0%					
	5/15/2017	City of El Monte	FY 2016-2017 Pavement Resurfacing Program	$ 985,488.15	1,350	0	Day	90 Calendar Days	Brian A	Darren	0.0%					
29083	5/15/2017	Concept Paving	1948 Bonsallo Ave	$ 6,500.00	0	0	Day		Cody	Randy	0.0%					
29093	5/15/2017	Belco Electric	FY 2016-17 Traffic Signal Rehab	$ 39,800.00	0	0	Day		Cody	Randy	0.0%					
29100	5/15/2017	Imperial Paving Company	Ponderosa Village	$ 15,017.00	0	0	Day		Cody	Randy	0.0%					
29105	5/15/2017	CA Professional	Aviation Blvd. & Prospect Ave	$ 10,000.00	0	0	Day		Cody	Randy	0.0%					
29113	5/15/2017	Omega Paving Inc	Islamic Society of Simi Valley	$ 10,983.00	0	0	Day		Cody	Randy	0.0%					
	5/15/2017	Los Angeles Engineering	Bristol Street Widening	$ 756,861.00	11,410	0	Day	190 Working Days	Jim	Art	0.0%					
	5/16/2017	City of Cypress	Annual Overlay Project, 178	$ 520,000.00	5,000	0	Day	20 Working Days	Cody		0.0%					
	5/17/2017	City of Hawaiian Gardens	Residential Streets Overlay on Various City Streets FY 2016-	$ 294,000.00	1,600	100	Day	25 Working Days	Cody		0.0%					
	5/15/2017	City of Lake Elsinore	Asphalt Paving for the RV Storage and Maintenance Yard Ar	$ 84,275.45	1,385	0	Day	7 Working Days	Edward	Jerry	0.0%					
	5/17/2017	Department of Transportation	Route 15	$ 5,414,970.36	41,500	10	Night	60 Working Days	Jim	Doug	0.0%					
	5/18/2017	City of Santee	Citywide Slurry Seal and Roadway Maintenance	$ 285,061.09	0	123	Day	50 Working Days	Brian A	Jerry	0.0%					
	5/18/2017	City of Aliso Viejo	Aliso Viejo Parkway	$ 398,362.00	2,865	20	Day	25 Working Days	Jim	Rick	0.0%					
	5/18/2017	Department of Transportation	07-3W3204-El Segundo	$ 1,255,679.50	6,250	0	Night	160 Working Days	Gordon	Doug	0.0%					
29115	5/19/2017	New Build Construction	Beach High School Digouts	$ 12,000.00	40	0	Day	1 Working Day	Maurice	Art	0.0%					
29126	5/19/2017	Decra Roofing Systems	DECRA Roofing Systems	$ 74,450.00	570	0	Day	1 Working Day	Maurice	Art	0.0%					
29124	5/19/2017	Sequel Contractors	Del Amo Blvd. Rehab	$ 21,000.00	0	0	Day		Cody	Randy	0.0%					
29127	5/19/2017	Golden State Paving	820 Mission Street - South Pasadena	$ 6,375.00	0	0	Day		Cody	Randy	0.0%					
	5/11/2017	City of Chino Hills	Pipeline Avenue Raised Median Project	$ 337,139.84	309	177	Day	40 Working Days	Edward	Jerry	0.0%					
	5/23/2017	City of Claremont	Village Resurfacing Project, CIP 2017-2	$ 477,000.00	4,000	100	Day	20 Working Days	Cody	Jim	0.0%					
	5/23/2017	City of Rancho Cucamonga	FY 2016/2017 Local Street Pavement Rehabilitation - Overla	$ 188,000.00	1,300	100	Day	20 Working Days	Cody	Jim	0.0%					
	5/23/2017	City of Rancho Cucamonga	San Bernardino Road Pavement Rehabilitation Projects	$ 1,120,000.00	11,000	100	Day	75 Working Days	Cody	Jim	0.0%					
	5/25/2017	Department of Transportation	Route 22 07-1W7604	$ 1,148,580.00	5,090	74	Night	135 Working Days	Jim	Doug	0.0%					
			Month Total	$ 35,138,374.00	$ 206,122.00											
			Apparent Low Total	$ 89,631,947.79	$ 707,682.00											
			Public Works Backlog	$ 240,582,268.11												

Project 3 Description: *Please See Attached*

Construction Dates From: _____ To: _____

Agency Name: _____

Project Manager: _____ Telephone: _____

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

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

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

Project 4 Description: _____

Construction Dates From: _____ To: _____

Agency Name: _____

Project Manager: _____ Telephone: _____

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

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

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

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

Bidder's Name: All American Asphalt

Signature: _____ Title: Edward J. Carlson, Vice President Date: 5/31/17

"2016"
PAST WORK REFERENCES WITH CHANGE ORDERS

2014/2015 Arterial Streets
City of Riverside
3900 Main St. Riverside, CA 92501
Contact: Steve Howard, (951)826-5708
Start: 08/2015 Completed: 03/2016

Contract Amount: $4,118,460.00
Change Orders: $2,686.71
Relocate Push Button
Reduction in Quantities
End Amount: 3,965,933.69

Annual Residential Overlay
City of Rancho Santa Margarita
2212 El Paseo, Rancho Santa Margarita, CA 92688
Contact: Max Maximous, (949)635-1800
Start: 01/2016 Completed: 09/2016

Contract Amount: $233,913.90
Change Orders: $11,276.31
R&R AC
Traffic Loops
End Amount: 245,190.00

Grand Ave. Beautification Project
City of Diamond Bar
21810 Copley Drive Diamond Bar, CA 91765
Contact: Kimberly Young, (909) 839-7044
Start: 08/2015 Completed: 05/2016

Contract Amount: $1,939,000.00
Change Orders: $651,632.60
Electrical / Bollards
Crosswalk / Poles
End Amount: 2,369,700.17

Florence Avenue Overlay
City of Bell
6330 Pine Avenue, Bell, CA 90201
Contact: Dahi Kim, (323)923-2628
Start: 04/2016 Completed: 09/2016

Contract Amount: $643,000.00
Change Orders: $21,329.00
As Issued by the City

End Amount: 664,329.00

Route 111, Contract No. 08-1C4604
Department of Transportation
72-800 Dinah Shore Dr. Palm Desert, CA 92211
Contact: Khoi Vu, (951) 232-6263
Start: 04/2016 Completed: 09/2016

Contract: $1,536,207.00
Change Orders: $48,615.00
As Issued by Caltrans

End Amount: $1,584,822.10

Route 73, Contract No. 12-0M1104
Department of Transportation
3251 ¼ University Dr,.Irvine, CA 92612
Contact: Peter Shieh, (949)279-8636
Start: 4/2015 Completed: 07/2016

Contract Amount: $1,545,163.00
Change Orders: $167,884.61
As Issued by Caltrans

End Amount: $1,713,047.61

Bear Valley Road Reconstruction
City of Victorville
14343 Civic Drive, Victorville, CA 92392
Contact: Bruce Miller, (760) 269-0045
Start: 04/2016 Completed: 07/2016

Contract Amount: $2,611,215.00
Change Orders: $329,482.16
As directed by the City

End Amount: $2,281,732.84

4th Street Improvement Project
City of Perris
101 N. D Street, Perris, CA 92570
Contact: Brad Brophy, (951)943-6504
Start Date: 03/2016 Completed: 07/2016

Contract Amount: $545,680.00
Change Orders: 0
None

End Amount: $556,607.94

FY 15-16 St. Resurfacing & Slurry Seal Project
City of Palos Verdes Estates
340 Palos Verdes, Palos Verdes Estates,CA 90274
Contact: Ken Rukavina, (310)378-0383
Start: 11/2015 Completed: 06/2016

Contract Amount: $876,455.00
Change Orders: 0
None

End Amount: $897,051.07

Corona Del Mar Entry Improvements
City of Newport Beach
100 Civic Center Dr,,Newport Beach, CA 92660
Contact: Alfred Castanon, (949)644-3314
Start Date: 02/2016 Completed: 05/2016

Contract Amount: $497,497.00
Change Orders: $98,360.02
Striping, Planters
Conduit, Low Voltage Light
End Amount: $595,857.02

Cameo Shores Pavement Reconstruction
City of Newport Beach
100 Civic Center Dr, Newport Beach, CA 92660
Contact: Frank Tran, (949)644-3340
Start Date: 06/2016 Completed: 12/2016

Contract Amount: $3,363,363.00
Change Orders: $91,533.16
Catch Basin Top Slab, Remove Unsuitable Material, Pressure Wash, Seal Wall
End Amount: $3,454,896.16

Pacific Park Rehab.-Chase to 73 Fwy
City of Aliso Viejo
12 Journey, Suite 100, Aliso Viejo, CA 92656
Contact: Chris Tanio, (949)425-2531
Start Date: 10/2016 Completed: 12/2016

Contract Amount: $633,633.00
Change Orders: 0
None

End Amount: $631,687.00

"2015"
PAST WORK REFERENCES WITH CHANGE ORDERS

Hawthrone Blvd Reconstruction
City of Hawthorne
4455 W. 162nd Street, Hawthorne, CA 90250
Contact: Heecheol Kwon, (310) 349-2980
Start: 4/2014 Completed: 5/2015

Contract Amount: $12,579,000.00
Change Orders: $340,598.28
Digital Sign
Remove Asbestos Pipe
End Amount: $14,852,267.23

Florence Ave
City of Inglewood
One Manchester Blvd, Inglewood, CA 90301
Contact: Hunter Nguyen, (310) 412-4252
Start: 4/2015 Completed: 10/2015

Contract Amount: $2,639,000.00
Change Orders: $208,618.60
Survey, Repair Watermain Break
Electrical Extra
End Amount: $2,847,618.60

Pavement Resurfacing, Phase II
County of Ventura
800 S. Victoria Ave, Ventura, CA 93009
Contact: Jeewoong Kim, (805) 654-3987
Start: 4/2015 Completed: 10/2015

Contract Amount: $2,401,970.00
Change Orders: 0
None

End Amount: $2,192,239.93

Northeast Montclair Street Rehabilitation
City of Montclair
5111 Benito Street, Montclair, CA 91763
Contact: Steve Stanton, (909) 625-9444
Start: 4/2015 Completed: 7/2015

Contract Amount: $514,150.00
Change Orders: 0
None

End Amount: $514,350.23

Route 74 Widening
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor, Riverside, CA 92501
Contact: Bill Seitz, (949) 300-9132
Start: 4/2014 Completed: 7/2015

Contract: $1,970,004.00
Change Orders: $238,729.70
As Added by the Agency

End Amount: $2,127,816.57

Minor Streets Phase 1
City of Riverside
3900 Main Street, Riverside, CA 92501
Contact: Steve Howard, (951) 826-5708
Start: 4/2015 Completed: 9/2015

Contract Amount: $2,137,191.00
Change Orders: 0
None

End Amount: $2,212,471.10

Garfield Elementary School Pavement
Long Beach Unified School District
2201 E. Market Street, Long Beach, CA 92805
Contact: Nancy Chinchilla, (562) 997-7513
Start: 6/2015 Completed: 11/2015

Contract Amount: $1,976,508.00
Change Orders: $28,916.58
Fencing
Landscaping
End Amount: $2,092,453.18

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or $10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy it onto blue paper and attach that page or those pages listing all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*
AMERICAN PAVEMENT SYSTEMS	943792	1000000207	1012 11TH ST. MODESTO, CA 95354 209-522-2277	ARAM (PARTIAL)	7.43 %
CHRISP COMPANY	374600	1000000306	22805 LILAC AVE. BLOOMINGTON, CA 92316 909-820-1311	STRIPING	8.39 %
CL SURVEYING	L582231	1000007166	1269 POMONA RD. #108 CORONA, CA 92882 909-544-9546	SURVEY	0.53 %
KATO LANDSCAPE	806122	1000000086	18182 BUSHARD ST. FOUNTAIN VALLEY CA, 92708 714-963-4615	ROOT BARRIER	0.81 %
MANERI TRAFFIC CONTROL	892008	1000011349	47423 RAINBOW CANYON TEMECULA CA, 92592 951-695-5104	TRAFFIC CONTROL	2.26 %
RUBBERIZED CRACK FILLER SEALANT	998877	1000010726	800 E. WALNUT AVE. FULLERTON CA, 92831 714-843-5192	CRACK SEAL	1.55 %
TAFT ELECTRIC COMPANY	772245	1000000149	1694 E. MAIN AVE. VENTURA CA 93003 805-642-0121	ELECTRICAL	0.21 %

Bidder's Name: All American Asphalt Signature: [signature] Edward J. Carlson, Title: Vice President Date: 5/31/17

* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

INDUSTRIAL SAFETY RECORD FORM

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

	2016 (so far)	2015	2014	2013	2012	2011	Total
Number of contracts	1052	930	842	897	837	925	5483
Total dollar amount of contracts (in thousands)	$ 260,428	$ 258,979	$ 270,240	$ 258,285	$ 253,580	$ 218,736	1,520,248
Number of fatalities	0	0	0	0	2	0	2
Number of lost workday cases	18	16	15	17	9	11	86
Number of lost workday cases involving permanent transfer to another job or termination of employment	8	3	5	1	1	1	19

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

Bidder's Name: All American Asphalt

Signature: _____ Edward J. Carlson, Title: Vice President Date: 5/31/17

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declare(s):

I/we am/are the Vice President of All American Asphalt, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/31/17 [date], at Corona [city], CA [state].

Bidder's Name: All American Asphalt

Signature: [signature] Edward J. Carlson, Title: Vice President Date: 5/31/17

This Noncollusion Declaration must be notarized on the following page.

(Continuation of Noncollusion Declaration)

State of California)

County of _____) ss

City of _____)

On _____ before me,

_____ (insert name and title of the officer)

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

Signature _____

(Seal)

see attached California acknowledgement

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT CIVIL CODE § 1189

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

State of California

County of Riverside

On 5/31/2017 (Date) before me, Donna Thorne, Notary Public (Here Insert name and Title of the Officer),

personally appeared Edward J. Carlson,

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

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

WITNESS my hand and official seal.

Signature Donna Thorne (Signature of Notary Public)

DONNA THORNE
Commission # 2067768
Notary Public - California
Riverside County
My Comm. Expires Jun 7, 2018

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Noncollusion Declaration

Date: 5/31/17 Number of Pages Two (2)

Signer(s) Other Than Named Above: None

Signer's Name: Edward J. Carlson
□ Individual
X Corporate Officer — Title(s): Vice-President
□ Partner □ □ Limited □ General
□ Attorney in Fact
□ Trustee
□ Other: _____
Signer is Representing:
All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
□ Individual
□ Corporate Officer — Title(s): _____
□ Partner □ □ Limited □ General
□ Attorney in Fact
□ Trustee
□ Other: _____
Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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State of California

County of Riverside

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personally appeared Edward J. Carlson,

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DONNA THORNE
Commission # 2067768
Notary Public - California
Riverside County
My Comm. Expires Jun 7, 2018

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Signer's Name: Edward J. Carlson
□ Individual
X Corporate Officer — Title(s): Vice-President
□ Partner □ □ Limited □ General
□ Attorney in Fact
□ Trustee
□ Other: _____
Signer is Representing:
All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
□ Individual
□ Corporate Officer — Title(s): _____
□ Partner □ □ Limited □ General
□ Attorney in Fact
□ Trustee
□ Other: _____
Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

CITY OF OXNARD
RIO LINDO NEIGHBORHOOD STREET RESURFACING PROJECT
PROJECT NO. PW 16-15

ESCROW BID DOCUMENTS COVER PAGE

ESCROW BID DOCUMENT CERTIFICATION

The undersigned hereby certifies under penalty of perjury that the bid documentation contained herein constitutes the complete, only and all documentary information used in preparation of the bid for the Rio Lindo Neighborhood Street Resurfacing Project PW 16-15, and that I have personally examined these contents and have found that this bid documentation is complete.

By: _____
Title: Edward J. Carlson, Vice President
Firm: All American Asphalt
Date: 5/31/17

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

THIS DOCUMENT PACKAGE IS TO BE SUBMITTED TO:
Public Works
305 W. 3rd Street, East Wing, 3rd floor
Oxnard, CA 93030
Attn: Renee Hatcher

No. 4662

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

Fidelity and Deposit Company of Maryland

of Baltimore, Maryland, organized under the laws of Maryland, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 29th day of January, 1985, I have hereunto set my hand and caused my official seal to be affixed this 29th day of January, 1985.*

Fee $50.00

Rec. No. 84314

Filed 12/3/84

Bruce Bunner
Insurance Commissioner

By Victoria S. Sidbury
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused my official seal to be affixed this 3rd day of August, 2000.*

J. Clark Kelso
Acting Insurance Commissioner

Pauline D'Andrea
Deputy

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 267073

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.
Per 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.

Data current as of 6/12/2017 1:51:38 PM

Business Information

ALL AMERICAN ASPHALT
P O BOX 2229
CORONA, CA 92878
Business Phone Number:(951) 736-7600

Entity Corporation
Issue Date 01/19/1971
Expire Date **01/31/2018**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
C12 - EARTHWORK AND PAVING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with FIDELITY AND DEPOSIT COMPANY OF MARYLAND.
Bond Number: 08727441
Bond Amount: $15,000
Effective Date: 01/01/2016
Contractor's Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **LPM7627119** for MARK ALBERT LUER in the amount of **$12,500** with FIDELITY AND DEPOSIT COMPANY OF MARYLAND.
Effective Date: 12/30/2011
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the ZURICH AMERICAN INSURANCE COMPANY
Policy Number:WC59320570
Effective Date: 08/01/2013
Expire Date: 08/01/2017
Workers' Compensation History

Other

CITY OF OXNARD CALIFORNIA

CITY FINANCIALS
BY THE NUMBERS

Checkbook Explorer Developers Help

Unsaved
View
Save As...
Revert
Based on
Business Data
Businesses

	Classification	Units	BusinessName	Ad
1	CONTRACTOR LOC OUTSIDE CITY		ALL AMERICAN ASPHALT	OUT

Classification	CONTRACTOR LOC OUTSIDE CITY	**TaxCertNum**	18-098105
Units		**Expires**	02/28/2018
BusinessName	ALL AMERICAN ASPHALT	**Owner**	ALL AMERICAN ASPHALT
Address	OUTSIDE OF OXNARD	**MailingAddress1**	PO BOX 2229
City	OXNARD	**MailingAddress2**	
State	CA	**MailingCity**	CORONA
ZipCode	93030	**MailingState**	CA

Viewing row 1 of 1

L.1.c

State of California
Department of Industrial Relations

Labor Law

Cal/OSHA - Safety & Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards

Public Works | Public Works Contractor (PWC) Registration Search

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: 1000001051

Contractor Legal Name: example: ABC COMPANY

License Number: example: 123456 Contractor License Lookup

County: Select County

Search Reset

Export as: Excel | PDF

Search Results

One registered contractor found. **1**

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	ALL AMERICAN ASPHALT	1000001051	RIVERSIDE	CORONA	05/02/2016	06/30/2017

v2.20160101

L.1.c

State of California
Department of Industrial Relations

Labor Law

Cal/OSHA - Safety & Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards

1000001051 Contractor Info

Public Works | Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Sea

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Ch

Enter at least one search criteria to display active registered public works contractor(s) i

Registration Year: Current Fiscal Year: 2016/17

PWC Registration Number: 1000001051

Contractor Legal Name: example: ABC COMPANY

License Number: example: 123456 Contractor Licen

County: Select County

Search Rese

Search Results

One registered contractor found. **1**

Details	Legal Name	Registration Number	County	City	Date	Date
View	ALL AMERICAN ASPHALT	1000001051	RIVERSIDE	CORONA	05/02/2016	06/30/2017

Contractor Information | Legal Entity Information | Workers' Compensation

Legal Name
ALL AMERICAN ASPHALT

Legal Entity Type
CORPORATION

Trade Name

License Number(s)
CSLB :267073

Mailing Address
PO BOX 2229
CORONA, CA 92878

Physical Address
400 E SIXTH ST
CORONA, CA 92879

Email Address
PUBLICWORKS@ALLAMERICANASPHALT.COM

v2.20160101

L.1.c

State of California
Department of Industrial Relations

Labor Law

Cal/OSHA - Safety & Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards

1000001051 Contractor Details

Public Works | Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Sea

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Ch

Enter at least one search criteria to display active registered public works contractor(s) i

Registration Year: Current Fiscal Year: 2016/17

PWC Registration Number: 1000001051

Contractor Legal Name: example: ABC COMPANY

License Number: example: 123456 Contractor Licen

County: Select County

Search Reset

Contractor Information | Legal Entity Information | Workers' Compensation

Corporation Number
057879

President
MARK LUER

Vice President
EDWARD J CARLSON

Tr
MI

Secretary
MICHAEL FARKAS

CEO

Agent of Service Name
MICHAEL FARKAS

Address
400 E SIXTH ST
CORONA, CA 92879

Export as: Excel | PDF

Search Results
One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	ALL AMERICAN ASPHALT	1000001051	RIVERSIDE	CORONA	05/02/2016	06/30/2017

v2.20160101

L.1.c

State of California
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1000001051 Contractor Details

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Registration Year: Current Fiscal Year: 2016/17

PWC Registration Number: 1000001051

Contractor Legal Name: example: ABC COMPANY

License Number: example: 123456 Contractor Licen

County: Select County

Search Reset

Contractor Information | Legal Entity Information | Workers' Compensation

Do you lease employees through Professional Employer Organization (PE

Please provide your current workers' compensation insurance informatio

INSURED BY CARRIER

Policyholder Name: ALL AMERICAN ASPHALT

Insurance Carrier: ZURICH AMERICAN INSURANCE COMPANY

Policy Number: WC593205701

	Inception Date:	Expiration Date:
Policy Coverage dates:	2016-08-01	2017-08-31

Export as: Excel | PDF

Search Results

One registered contractor found. **1**

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	ALL AMERICAN ASPHALT	1000001051	RIVERSIDE	CORONA	05/02/2016	06/30/2017

v2.20160101

Establishment Search Results

Establishment	Date Range	Office	State
All American Asphalt	06/12/2012 to 06/12/2017	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

Results 1 - 14 of 14

By Date

Get Detail Select All Reset

	#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
☐	1	1166326.015	08/02/2016	0950653	CA	Planned	Complete		212313	4	All American Asphalt
☐	2	1144340.015	05/03/2016	0552651	MI	Planned	Complete		238990	2	American Asphalt, Inc.
☐	3	1088324.015	08/25/2015	0551800	IN	Complaint	Partial	1761	238160	2	American Metal - Asphalt Roofing Company
☐	4	317867646	06/26/2015	0551800	IN	Complaint	Partial	1761	238160	3	American Metal & Asphalt Roofing Company
☐	5	1069290.015	06/08/2015	0950653	CA	Prog Related	Partial		212313	2	All American Asphalt
☐	6	967301.015	04/09/2014	0317700	PA	Planned	Records		324121	3	American Asphalt Paving Co.
☐	7	958668.015	02/14/2014	0418600	AL	Planned	Partial		237110	1	American Asphalt, Inc.
☐	8	958161.015	02/11/2014	0418600	AL	Prog Related	Partial		237110	2	American Asphalt, Inc.
☐	9	317143378	09/11/2013	0950631	CA	Accident	Partial	1622	237310		All American Asphalt
☐	10	*316213412*	08/29/2013	0950633	CA	Accident	Partial	1611	237310	3	All American Asphalt
☐	11	316849850	07/19/2013	1055340	WA	Planned	Complete	1771	238990	5	American Asphalt & Seal Coating
☐	12	316888098	02/26/2013	0950612	CA	Accident	Partial	1771	238990		American Asphalt Repair & Resurfacing Co., Inc.
☐	13	316539261	10/16/2012	1055340	WA	Unprog Rel	Partial	1771	238990		American Asphalt & Sealcoating
☐	14	313646010	07/23/2012	0950635	CA	Accident	Complete	1611	237310		All American Asphalt

UNITED STATES
DEPARTMENT OF LABOR

Inspection Detail

Case Status: CLOSED

Inspection: 1166326.015 - All American Asphalt

Inspection Information - Office: Ca San Bern M&T

Nr: 1166326.015 Report ID: 0950653 Open Date: 08/02/2016

All American Asphalt
1776 All American Way
Corona, CA 92878

Union Status: Union

SIC:
NAICS: 212313/Crushed and Broken Granite Mining and Quarrying
Mailing: P.O. Box 2229, Corona, CA 92878

Inspection Type:	Planned		
Scope:	Complete	Advanced Notice:	N
Ownership:	Private		
Safety/Health:	Safety	Close Conference:	08/18/2016
Emphasis:	P:Mining, S:Mining	Close Case:	03/20/2017

Case Status: CLOSED

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				4		4
Current Violations				4		4
Initial Penalty				$825		$825
Current Penalty				$450		$450
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	**01001**	Other	3212(A)(2)(A)	08/18/2016	09/07/2016	$0	$225	$0	08/29/2016	J - ALJ Decision
2.	**01002**	Other	3273(E)(1)(A)	08/18/2016	09/07/2016	$150	$150	$0	08/29/2016	J - ALJ Decision
3.	**01003**	Other	3328(E)	08/18/2016	09/07/2016	$150	$225	$0	08/29/2016	J - ALJ Decision
4.	**01004**	Other	3942(A)	08/18/2016		$150	$225	$0	08/29/2016	J - ALJ Decision

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave., NW,
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

Inspection Detail

Case Status: CLOSED

Inspection: 1069290.015 - All American Asphalt

Inspection Information - Office: Ca San Bern M&T

Nr: 1069290.015 Report ID: 0950653 Open Date: 06/08/2015

All American Asphalt
1776 All American Way
Corona, CA 92878
Union Status: Union
SIC:
NAICS: 212313/Crushed and Broken Granite Mining and Quarrying
Mailing: P.O. Box 2229, Corona, CA 92878

Inspection Type:	Prog Related		
Scope:	Partial	Advanced Notice:	N
Ownership:	Private		
Safety/Health:	Safety	Close Conference:	06/18/2015
Emphasis:	S:Tunnel, P:Tunnel	Close Case:	02/12/2016

Case Status: CLOSED

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				2		2
Current Violations				2		2
Initial Penalty				$300		$300
Current Penalty				$300		$300
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	**01001**	Other	3277(F)(4)	06/18/2015	07/02/2015	$150	$150	$0		Z - Issued
2.	**01002**	Other	3277(D)(2)	06/18/2015	07/02/2015	$150	$150	$0		Z - Issued

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave., NW,
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

Inspection Detail

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: 316213412 - All American Asphalt

Inspection Information - Office: Ca San Bernardino

Nr: 316213412 Report ID: 0950633 Open Date: 08/29/2013

All American Asphalt
Nb 215 Fwy On Ramp & Van Buren Blvd
Riverside, CA 92518
Union Status: Union
SIC: 1611/Highway and Street Construction, Except Elevated Highways
NAICS: 237310/ Highway, Street, and Bridge Construction
Mailing: 400 E 6th St/Po Box 2229, Corona, CA 92879

Inspection Type:	Accident		
Scope:	Partial	Advanced Notice:	N
Ownership:	Private		
Safety/Health:	Health	Close Conference:	12/17/2013
		Close Case:	

Related Activity:	Type	ID	Safety	Health
	Accident	102869013		

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	3					3
Current Violations	3					3
Initial Penalty	$54,000					$54,000
Current Penalty	$36,000					$36,000
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	**01001**	Serious	3395 E	12/27/2013	01/22/2014	$9,000	$18,000	$0	01/02/2014	F - Formal Settlement
2.	**01002**	Serious	3395 F01	12/27/2013	01/22/2014	$18,000	$18,000	$0		-
3.	**02001**	Serious	3395 F01	12/27/2013	01/22/2014	$9,000	$18,000	$0	01/02/2014	F - Formal Settlement

Accident Investigation Summary

Summary Nr: 202715835 Event: 08/22/2013 Worker Paving Highway Experiences Heat Related Illness

At approximately 12:00 p.m. on August 22, 2013, Employee #1, a heavy equipment o perator employed by All American Asphalt, was operating an asphalt roller on hot road material as part of a freeway on-ramp paving project. He began to experien ce dizziness, nausea, and weakness. Employee #1, who had begun his shift at appr oximately 6:30 a.m., took his first break and drank about a cup (paper cone cup) of water. He then resumed operating the asphalt roller. At approximately 12:30 p.m., Employee #1's symptoms of dizziness, nausea, and weakness intensified, and he was unable to continue working. Employee #1 managed to walk to a pickup truc k where Coworker #1, employed by a subcontractor, was sitting. Employee #1 asked for assistance. Coworker #1 called a manager, provided water to Employee #1, an d allowed Employee #1 to cool down in the pickup truck with the air conditioner running. Emergency medical services were called. Upon arrival, they began treati ng Employee #1 by administering IV fluids. Employee #1 then was transported by a mbulance to Riverside County Regional Medical Center, where he was admitted and treated for heat related illness. Employee #1 was discharged from the hospital t he following afternoon, August 23, 2013. The employer reported this incident to Cal/OSHA at approximately 6:05 p.m. on August 22, 2013. Cal/OSHA's investigation determined that All American Asphalt was primarily engaged in the construction of roads, streets, freeways, alleys, public sidewalks, guardrails, parkways, and airports. Employee #1 had been employed by All American Asphalt for approximate ly six days. However, prior to the day of the incident, he had not been assigned to work a full shift out in the field. A high temperature of 99 degrees Fahrenh eit was recorded on August 22, 2013.

Keywords: heat, roller--const equip, equipment operator, construction, heat stroke, nausea, dizziness, heat exhaustion, asphalt, road paving

Inspection	Degree	Nature	Occupation

Inspection Detail

Inspection: 317143378 - All American Asphalt

Inspection Information - Office: Ca Santa Ana District Office

Nr: 317143378	Report ID: 0950631	Open Date: 09/11/2013	
All American Asphalt Poinsettia Lane & Fawn Glen W Irvine, CA 92604		Union Status: Union	
SIC: 1622/Bridge, Tunnel, and Elevated Highway Construction			
NAICS: 237310/ Highway, Street, and Bridge Construction			
Mailing: 400 E. Sixth St., Corona, CA 92878			
Inspection Type:	Accident		
Scope:	Partial	Advanced Notice:	N
Ownership:	Private		
Safety/Health:	Safety	Close Conference:	11/20/2013
Planning Guide:	Safety-Construction	Close Case:	11/22/2013

Related Activity:	Type	ID	Safety	Health
	Accident	102850997		

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave., NW,
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

Inspection Detail

Inspection: 313646010 - All American Asphalt

Inspection Information - Office: Ca Long Beach District Office

Nr: 313646010 Report ID: 0950635 Open Date: 07/23/2012

All American Asphalt
405 Fwy At Crenshaw Bl
Torrance, CA 90502

Union Status: NonUnion

SIC: 1611/Highway and Street Construction, Except Elevated Highways
NAICS: 237310/ Highway, Street, and Bridge Construction
Mailing: 400 E 6th St, Corona, CA 92882

Inspection Type:	Accident				
Scope:	Complete	Advanced Notice:	N		
Ownership:	Private				
Safety/Health:	Safety	Close Conference:	11/06/2012		
Emphasis:	S:Construction (Cship)	Close Case:	11/16/2012		
Related Activity:	Type	ID	Safety	Health	
	Accident	362460834			

Accident Investigation Summary

Summary Nr: 202531141 Event: 07/22/2012 Two Highway Workers Are Struck And Killed

At approximately 2:30 a.m. on July 22, 2012, two employees were working for Ali American Asphalt. They were resurfacing a section of the northbound lanes of the San Diego Freeway, between the off and on ramps, near Crenshaw Boulevard in Tor rance, CA. Two privately owned vehicles breached the construction zone and struc k the employees, killing them both. The construction work zone was delineated, a nd area lighting was in place.

Keywords: highway, traffic accident, construction, struck by, motor vehicle

	Inspection	Degree	Nature	Occupation
1	313646010	Fatality	Other	Occupation not reported
2	313646010	Fatality	Other	Occupation not reported

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

DATE: June 20, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Approve Plans and Specs for Rio Lindo Neighborhood Resurfacing Project No. PW16-15.

CONTACT: Robert Hearne, Public Works
Robert.Hearne@oxnard.org, 385-8265

RECOMMENDATION:

That City Council approve Project Specification No. 16-15 for the improvements of streets, sidewalks, curbs, gutters, and replacement of street name signs in the Rio Lindo Neighborhood and authorize staff to solicit bids.

BACKGROUND

The Rio Lindo Neighborhood Street Resurfacing Project consists of resurfacing the existing asphalt concrete pavement. The specific work includes the furnishing of all materials, tools, equipment, and labor required to improve the streets from curb to curb, milling of existing pavement, placement and compaction of asphalt concrete, slurry seal and crackfill. Other components include an Asphalt Rubber Aggregate Membrane (ARAM) cape seal, excavation and reconstruction of failed areas, concrete repairs, adjusting utility covers to finished grade, removal and replacement of street name signs and traffic striping. The project specifications are in compliance with the Americans with Disabilities Act.

The Rio Lindo Neighborhood Resurfacing Project is part of a suite of street resurfacing projects approved by City Council on October 21, 2014 through the issuance of the Lease Revenue Project and Refunding Bonds, Series 2014. There were fourteen residential neighborhoods approved that were selected based on a 2012 pavement assessment report. The Rio Lindo

neighborhood was ranked 11th in the series. The streets in the Rio Lindo neighborhood need to be resurfaced at this time to prevent the need for a complete reconstruction in the near future.

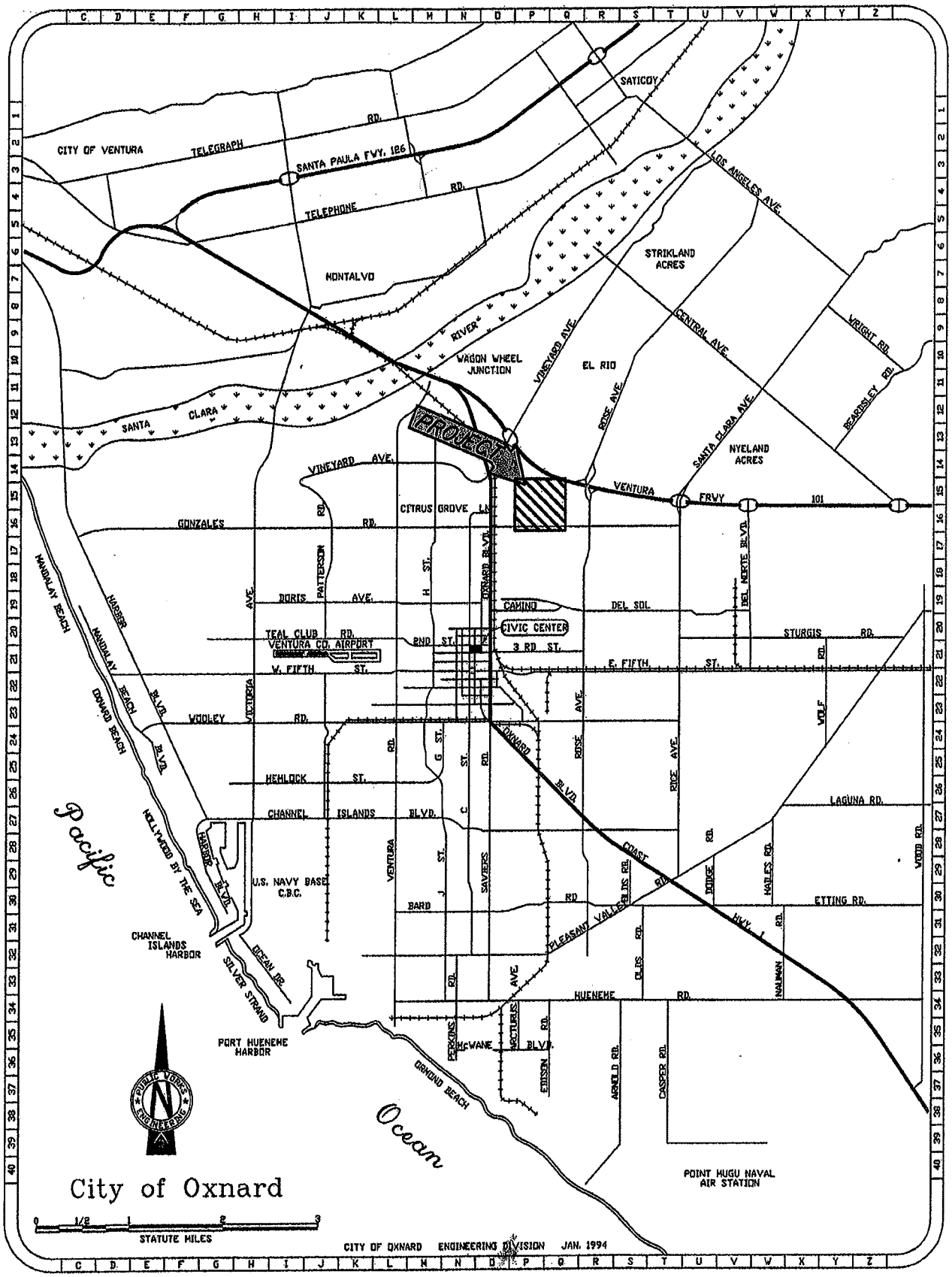
FINANCIAL IMPACT

Available funding in the amount of $2,848,911 from the Lease Revenue Project and Refunding Bonds, Series 2014 was appropriated to the Rio Lindo Neighborhood Street Resurfacing Project No. 153118. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder for the project.

Note: Plans and specifications for the PW16-15 Rio Lindo Neighborhood Street Resurfacing Project will be available for review at the City of Oxnard Purchasing Division, 300 West Third Street, Suite 202, after 8:00 a.m. on Thursday prior to the City Council Meeting.

ATTACHMENTS:

Attachment A - Site Plan - Rio Lindo Neighborhood Resurfacing Project



LOCATION MAP

RIO LINDO NEIGHBORHOOD
RESURFACING PROJECT

MINUTES

OXNARD CITY COUNCIL
Special Meeting
June 20, 2016

A. ROLL CALL/POSTING OF AGENDA

At 5:03 p.m., the special meeting of the Oxnard City Council convened in the Council Chambers Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager; Stephen Fischer, City Attorney and Lyn McGraw, Deputy City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 5:05 p.m., the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys on three cases. The titles and case numbers of the litigation being discussed are were: 1. City of Oxnard; et al. v. Aaron Starr, Ventura County Superior Court, Case No. 56-2016-00479696-CU-MC-VTA; 2. Aaron Starr v. City of Oxnard; et al., Ventura County Superior Court, Case No. 56-2016-00480094-CU-PT-VTA, and 3. City of Oxnard v. Southern California Gas Co., et al. Ventura County Superior Court, Case No. 56-2013-00439270-CU-BC-VTA; State of California Court of Appeal, 2nd Appellate District, Division Six, Case No. B260192.

D. OPENING CEREMONIES

At 6:16 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Oxnard Community Development Commission Successor Agency. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Dave Millican, Special Financial Counsel; Jeri Williams, Police Chief; Michael Henderson, General Services Manager; Ashley Golden, Development Services Director; Daniel Rydberg, Public Works Director; Kymberly Horner, Economic Development Director and Arturo Castillo, Housing Director and Julia Aranda, Interim Environmental Compliance Manager.

E. PUBLIC COMMENTS

F. REVIEW OF INFORMATION/CONSENT AGENDA

The City Council concurred to remove items (H-1(e)) and (J-1) from the agenda.

Comments received from Mayor Flynn, Mayor Pro Tem Ramirez and City Attorney (H-2).

G. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments received from: Linda Calderon (H-2); Jack Villa (H-2); Dan Pinedo (H-4); George Sorkin (H-2); Roger Poirier (H-2) and Daniel Chavez (H-2).

H. INFORMATION CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review
   RECOMMENDATION: 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 with removal of (H-1(e)).

Development Services Department

2. SUBJECT: Resolution of Denial for Planning and Zoning Permit No. 15-510-05 (Special Use Permit – Alcohol), Located at 200 South Ventura Road, Suite 250, Filed by Singh Kuldeep.
   RECOMMENDATION: Adopt a resolution reflecting the decision of the June 7, 2016 hearing upholding the appeal of Planning and Zoning Permit No. 15-510-05 (Special Use Permit – Alcohol), denying the request for the sale of beer and wine at an existing convenience market.*

Public Works Department

3. SUBJECT: Submittal of Application for Grant Funding to CalRecycle for Beverage Container Recycling Grant Program Application for Grant Funding to CalRecycle.
   RECOMMENDATION: 1) Adopt a resolution authorizing the City Manager to submit an application for $249,671 of CalRecycle grant funds, to be used for increased beverage container collection, litter reduction, and recycling education activities; and 2) Authorize the Chief Financial Officer to recognize grant revenue and appropriate funds if awarded.

4. SUBJECT: Approve Plans and Specs for Rio Lindo Neighborhood Resurfacing Project No. PW16-15.
   RECOMMENDATION: Approve Project Specification No. 16-15 for the improvements of streets, sidewalks, curbs, gutters, and replacement of street name signs in the Rio Lindo Neighborhood and authorize staff to solicit bids.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended with removal of (H-1(e)). (Padilla /Perello) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn. *Noes: Ramirez and Flynn H-2 only.

COMMUINTY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 7:24 p.m. the joint meeting with the Community Development Commission Successor Agency concluded.

I. PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

Public Works Department

1. SUBJECT: City of Oxnard 2015 Urban Water Management Plan (10/20)
RECOMMENDATION: That City Council: 1) Hold a Public Hearing regarding the 2015 Urban Water Management Plan; 2) Adopt **Resolution No. 14,939** to approve the 2015 Urban Water Management Plan; and 3) Authorize the Public Works Director to file the Urban Water Management Plan with the State of California.
DISCUSSION: The Public Works Director and Interim Environmental Compliance Manager reviewed State requirements to be presented including Water Conservation Act, new format information required, time period of report (calendar year), data used, water demands, recycled water demands, meeting "2020 water" goals and Plan to be use as a planning tool.

Public comments received from: Steve Nash and Daniel Chavez.

ACTION: Close the public hearing. (Ramirez/Padilla) unanimously.

DISCUSSION: The City Council commented on: providing proper information before meeting; need for future planning & opportunities; use of recycled water and the future success of the GREAT program.

ACTION: Approved as recommended. (Padilla/Ramirez) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

J. REPORTS

Public Works Department

2. SUBJECT: Third Amendment to Agreement with Genuine Parts Company for On-Site Fleet Parts Program.
RECOMMENDATION: Approve and authorize the Mayor to execute a Third Amendment to the Agreement No. 6212-13-CM with Genuine Parts Company dba NAPA Auto Parts from July 1, 2016, to June 30, 2017, for vendor to provide on-site repair parts and tires to City for an estimated amount of $2,000,000.
DISCUSSION: The General Services Manager reviewed reasons for the agreement, staffing levels and advantages.

The City Council discussed the invoice system, staffing levels and services provided by contract.

ACTION: Approved as recommended. (MacDonald/Padilla) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

3. SUBJECT: Third Amendment to Agreement for Trade Services with Natural Green Landscape, Inc. for Seabridge CFD #4 Landscape Maintenance Services (5/5)
RECOMMENDATION: Approve and authorize the Mayor to execute a Third Amendment to Agreement for Trade Services (No. 6565-14-CM) with Natural Green Landscape, Inc. to extend the Agreement to June 30, 2017, thereby increasing the amount $143,460 for a total of $506,616 for providing landscape maintenance services within Community Facility District (CFD) No. 4 known as Seabridge located on Wooley Road between Victoria Avenue and Trade Winds Drive.
DISCUSSION: The General Services Manager commented on landscape service provided and effect of drought on landscape and trees.

   The City Council discussed the need to maintain the landscape and trees.

   ACTION: Approved as recommended. (MacDonald/Padilla) Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.

4. SUBJECT: First Amendment to the National Pollutant Discharge Elimination System Agreement No. A-7357 with the Ventura County Watershed Protection District for the Countywide Stormwater Quality Management Program.
RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to the existing Implementation Agreement No. A-7357 for the National Pollutant Discharge Elimination System (NPDES) Permit (No. CAS004002) for Stormwater Discharges from the Municipal Separate Storm Sewer Systems.
ACTION: Approved as recommended. (MacDonald/Ramirez) Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello.

5. SUBJECT: Blanket Purchase Order No. 5805 with Shell Fleet Card Services to Extend Agreement for Gas Station Fuel and Car Wash Services for Fiscal Year 2016-2017 (5/5)
RECOMMENDATION: Approve and authorize the Mayor to execute a Blanket Purchase Order No. 5805 to extend the agreement a fifth and final year with Shell Fleet Card Services, contract administrator for Oxnard Airport Shell and MacValley Oil Company. The agreement period is from July 1, 2016, to June 30, 2017, in an amount not to exceed $3,000,000. The blanket purchase order is for the purchase of gasoline, diesel, and car wash service at Shell stations through a fuel card system.
ACTION: Approved as recommended. (MacDonald/Perello) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

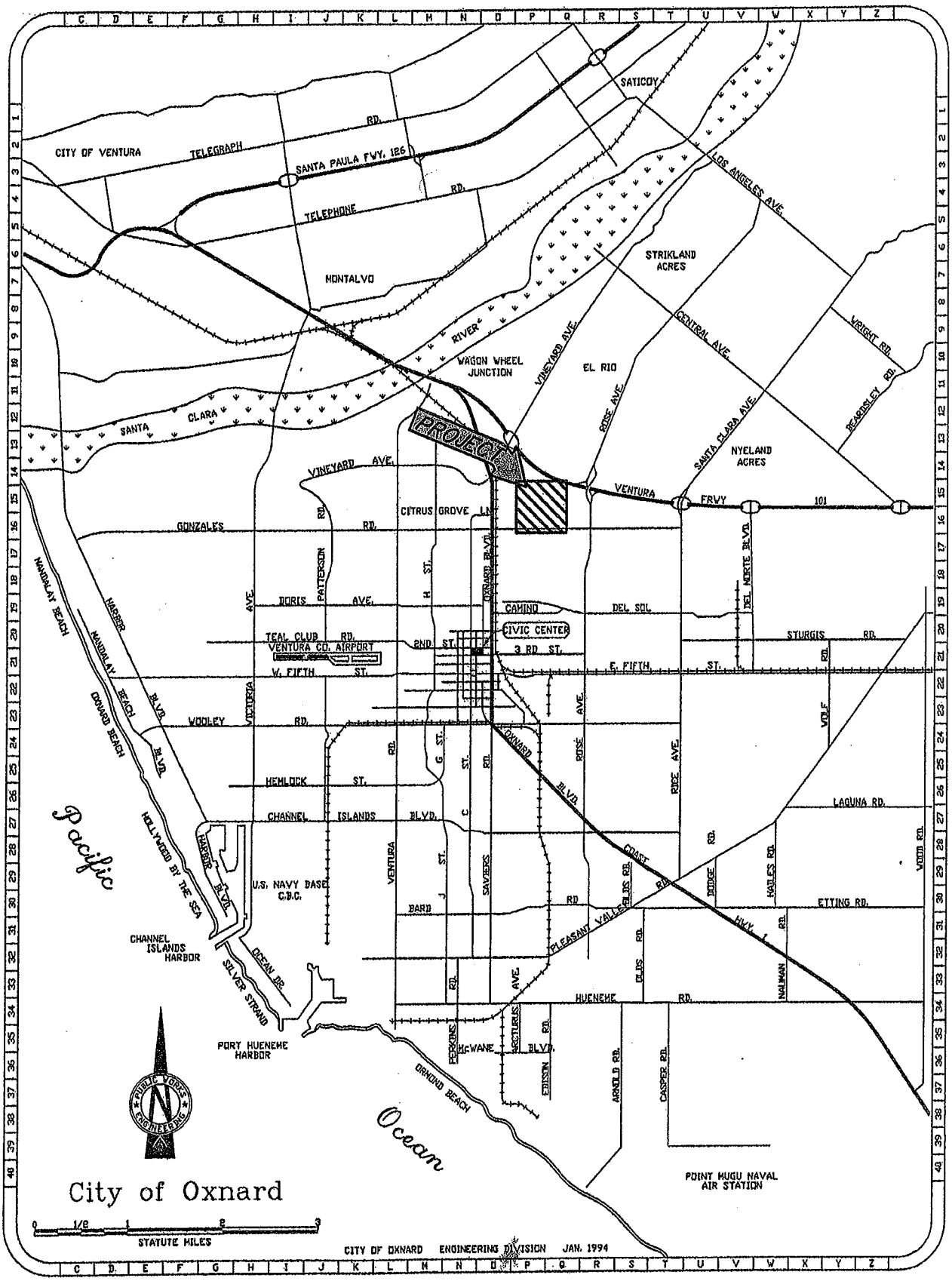
K. PUBLIC COMMENTS ON REPORTS

L. ADJOURNMENT

At 9:33 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor



LOCATION MAP

RIO LINDO NEIGHBORHOOD
RESURFACING PROJECT

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 2

DATE: July 11, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Ventura County Work Release Agreement No. A-7974 (5/5/5)

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

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute an agreement with Ventura County in the amount not to exceed $180,000 per year for a total of $540,000 for landscaping services at College Park, RiverPark, City alleys and for other City projects.

BACKGROUND

The City has had an agreement in place with Ventura County for use of the Work Release Program since 2009. This work release contract will allow for flexible staffing for landscape maintenance at a lower cost during peak demand periods. The tasks these crews will be performing do not require any landscaping knowledge or experience. The RiverPark Community Facilities District (CFD) contains 112 acres of parks and open spaces. Through the RiverPark CFD, the City is currently maintaining 90 acres and 22 acres will be added in fiscal year 17-18. The Measure O maintained parks include College Park (70 acres overall and 46 acres developed) and East Village Park (6.5 acres). The City has 28 miles of landscaped medians within the City limits. This agreement is for $180,000 per year for a total amount of $540,000.

The Ventura County Work Release Program has several benefits for the City of Oxnard. Each crew comes with its own transportation and supervision. The City does not pay overhead costs

associated with City staff. The County pays for all medical treatment and Workers' Compensation claims required.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Funding for the work release contract will come from the RiverPark CFD, the Parks General Fund, and Parks Measure O.

RiverPark CFD	$ 90,000
Parks General Fund	$ 60,000
Parks Measure O	$ 30,000
Annually	$180,000

ATTACHMENTS:

Attachment A - Agreement No. A-7974

Agreement No.A-7974

VENTURA COUNTY AGREEMENT FOR WORK RELEASE LABOR INCLUDING TRANSPORTATION AND SUPERVISION BY COUNTY

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2017, by and between the County of Ventura ("County") and the City of Oxnard ("Agency"). The purpose of this Agreement is for County to provide to Agency labor performed by participants in County's Work Release Program ("Participants").

Now, therefore in consideration of the mutual promises, obligations, and covenants hereinafter contained, Agency and County agree as follows:

1. Term. This Agreement shall commence on the date first written above and shall terminate three (3) years thereafter, unless sooner terminated by either party.

2. Scope of Services. In consideration for fees paid under paragraph 3 below, County will furnish labor, transport Participants to and from work locations unless other mutually agreed upon written arrangements are made, and supervise the Participants in completing mutually agreed upon projects. Tasks may include, but are not limited to the following:

   a. Weed abatement within Agency maintained areas. This includes Agency parks, detention basins, trail systems, and medians.

   b. Trash abatement within Agency maintained areas.

   c. Landscape renovation within Agency maintained areas to include but not limited to: Removal of dead/dying plant material, soil preparation, planting of replacement plant material, and trimming of plant material.

   d. Work with the Agency's irrigation crews performing maintenance and repair within Agency maintained areas.

   e. Work with the Agency's mower crew performing the following tasks: use of string trimmer edger and blower within Agency maintained areas.

   Participants will work collectively in a "Crew." The normal size of a supervised Crew will be 8 to 12 individuals, supervised by one County employee from the Probation Agency. The number of Crews provided will depend on availability of Participants and the needs of the Agency.

   Before Participants begin work, Agency will provide clear direction as to the location, nature, and scope of work to be performed by Participants. Agency will, at all times during the period when Participants are performing work, make available a person who will serve as a point of contact to answer questions about the location, nature, and scope of work, and to provide inspection and verification of work, upon request by County, Crew, or Participants. The point of contact person must be available for immediate response.

3. Compensation. Agency must pay County a rate of $550 per Crew per day. The City will pay the County from three distinct funds that cannot be commingled. Thus, the maximum amount of this three-year agreement is $540,000. The County's rate will be recomputed annually and revised accordingly, determined by County, based on County's costs and thereafter charged at revised rate; the County shall give the City thirty (30) days' notice before any such change. Such revision and rate are deemed to be incorporated by reference herein at the time of written notification thereof to Agency.

4. Supervision. Supervision of Participants will include enforcement of Work Release policies, including transportation of any Participant who refuses to work, becomes unable to work, or disrupts the work, and supervision of work performed by Participants for Agency.

5. Replacement of Problem Participants. If, due to the removal of a Participant from a Crew, it becomes necessary to replace that Participant, and if a replacement Participant is immediately available, County will make reasonable efforts to provide a replacement Participant.

6. Supplies and Materials. Agency will provide all necessary tools, supplies and materials, including any safety equipment, needed by Participants to complete the assigned projects. Agency will provide a safe working environment, including, but not limited to, any necessary signage, barriers, or other safety devices typically used for similar work when performed by Agency personnel.

7. Injuries. Where County furnishes supervision for labor to Agency, County will provide for necessary medical treatment for injuries or illness suffered by Participants while in the course and scope of the performance of labor provided under this Agreement. Should Workers' Compensation benefits be required, County will provide such benefits to Participants.

8. Mutual Indemnification. Each party must hold harmless, immediately defend, and indemnify the other party and its directors, councilmembers, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect, or consequential loss, liability, damage, or expense, for injury or death to persons and damage to property to the extent arising out of, resulting from, or in connection with, the indemnifying party's performance or failure to perform any of its obligations in this Agreement. The provisions of this paragraph will survive the term and termination of this Agreement.

9. Insurance:
   a. County must maintain a program of self-insurance during the performance of any services under this Agreement meeting the requirement of the insurance coverage specified in Exhibit Ins-D, attached hereto and incorporated herein by reference. Agency acknowledges that County is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b) and that Agency is self-insured for general liability claims in accordance with Government Code sections 989 and 990.

b. County must, prior to performance of any services, file with the Agency's Risk Management evidence of coverage as specified in Exhibit Ins-D.

c. Maintenance of insurance coverages by County is a material element of this Agreement. County's failure to maintain insurance coverages may be considered a material breach of this Agreement.

10. Accounting. Upon request by Agency, County will provide an accounting of the number of Crews employed by Agency during each month.

11. Independent Contractor. In the performance of this Agreement, County is an independent contractor, and County's officers, agents, employees, assigns and Participants are not employees of Agency. County has the right to exercise full control over the method of completing the work for the Agency. County's officers, agents, employees, assigns, and Participants are not entitled to receive from Agency any of the benefits or rights afforded employees of Agency, 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. County and its officers, agents, employees, assigns, and Participants has no power to incur any debt, obligation, or liability on behalf of Agency, bind Agency in any manner, or otherwise act on behalf of Agency other than as stated in this Agreement. County and its officers, agents, employees, assigns, and Participants may not, at any time or in any manner, represent that they are in any manner agents, officers or employees of the Agency.

12. Termination. Either party may terminate this Agreement with or without cause at any time, immediately upon written notice to the other.

13. Notices. All notices and other official correspondence relating to this Agreement must be made by depositing first-class postage-paid mail to the address as follows:

County:

Mark Varela
Director / Chief Probation Officer
Probation Agency
800 South Victoria Avenue
Ventura, CA 93009

Agency:

Dean Yamamoto, Interim Parks Manager
City of Oxnard
1060 Pacific Avenue, Building 3
Oxnard, CA 93030

Or to such other address as either party may designate hereinafter in writing delivered to the other party. Said notice will be deemed to have been received three (3) days after mailing.

14. Assignment. This Agreement may not be assigned by the County, either in whole or in part, without the written consent of the Agency.

15. Amendment. No alteration or variation of this Agreement is valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein is binding on any of the parties hereto.

16. Payment. County may submit monthly written invoices based upon the services rendered under this Agreement, and Agency must pay the undisputed amounts on those invoices within sixty (60) days of the Agency's receipt of said invoices. The County may issue separate invoices or one combined invoice for services rendered, but in either case, each invoice must state clearly whether the particular listed services were rendered for the City, River Park, or College Park regions.

17. Force Majeure. Neither Agency nor County is responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts include, but are not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

18. Time of Essence. Time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

19. Governing Law; Venue. The construction and interpretation of this Agreement and the rights and duties of Agency and County hereunder are governed by the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement is in the Ventura County Superior Court.

20. Compliance with Laws. Agency and County must comply with all applicable state and federal laws and regulations pertaining to the services performed by County under this Agreement.

21. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provision.

22. No Waiver. No waiver of a breach of any provision of this Agreement by either Agency or County will constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either Agency or County to enforce at any time, or from time to time, any provision of this Agreement, must not be construed as a waiver of such provision or breach.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed as original and all of which, when taken together, are deemed to be one and the same agreement. A signed copy of this Agreement transmitted by fax, email, or by other means of electronic transmission is deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

24. Arbitration. In the event of any dispute with regard to the provisions of this Agreement, the services rendered, or the amount of County's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

25. Expenses of Enforcement. Each party is responsible for its respective costs of litigation, including attorneys' fees and expenses, which may include investigation fees and expert witness fees, that arise as a result of any dispute involving the terms and conditions of this Agreement.

26. Authority to Execute. Agency acknowledges that the people executing this Agreement have been duly authorized by the City Council to do so on behalf of Agency. County acknowledges that the person executing this Agreement has been duly authorized by County to do so on behalf of County.

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

28. Headings. The headings used in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of this Agreement or any part of it.

29. Audit. The State Auditor may examine and audit Agency, County, or both, for a period of three (3) years after final payment under the Agreement. County must maintain and preserve all such records for a period of at least three (3) years after final payment under the Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, Agency and County have caused this Agreement to be executed the day and year first written.

AGENCY:
CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Michelle Ascension, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Art Gutierrez,
Interim Maintenance Services Manager

Daniel Rydberg, P.E., Public Works Director

Ruth Osuna, Assistant City Manager

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

COUNTY OF VENTURA:

Mark Varela,
Director/Chief Probation Officer

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

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

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

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

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

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be 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. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

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

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

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

6/17

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

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

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ 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

COVERAGES

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

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No._____
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: ( )_____

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____